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
Emily Crawford, 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 July 24, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Weldon Hurt

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 26, 2025 ***(Shawna Atkinson)***

3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into a 3 Year Agreement with Sprout Social for Social Media Management, Publication, Analytics, and Reporting Services ***(Mari Cockerell)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract for Repair of Fort Phantom Hill Lake Intake Pumps #2 and #3 ***(Matthew Dane)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract With Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 2 Engineering Design and Construction Administration ***(Matthew Dane)***

6. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire, Install and Implement Verkada Access Control and Surveillance Cameras in the Police Department Facility from Sigma Surveillance Inc. DBA STS360 ***(Troy Swanson)***

7. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Manage Technology Projects and Initiatives from Computer Task Group (CTG), Inc. ***(Troy Swanson)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the 2025-2029 Consolidated Plan, FY 2025-2026 Action Plan, and Proposed Use of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds ***(Tim Littlejohn)***

9. **Ordinance (First Reading) CUP-2025-13:** 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 Planned Development District 52 (PDD-52). Located At 4338 Rio Mesa Drive. ***(Tim Littlejohn)***

10. **Ordinance (First Reading) CUP-2025-14:** 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 Commercial (GC). Located At 358 East South 11th Street. ***(Tim Littlejohn)***

11. **Ordinance (First Reading) Z-2025-19:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner To Rezone Approximately 21.22 Acres From General Retail (GR) To Multi Family (MF). Located Along Memorial Drive. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

12. **Ordinance (Final Reading) Z-2025-20:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-181). Specifically, To Amend The Buffer Area Surrounding The Property. Located At 617 F.M. 2404. ***(Tim Littlejohn)***

13. **Presentation:** Receive a Report and Hold a Discussion and Public Hearing on Modifying Year-Round Water Management Stage (***Matthew Dane***)

14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 17, "Miscellaneous Provisions," Code of Ordinance by Approving a Permit Requirement for Bring Your Own Beverage (BYOB) Establishments ***(Stanley Smith)***

15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fee Schedule Ordinance to Add a BYOB Permit Fee ***(Stanley Smith)***

EXECUTIVE SESSION

16. **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)

RECONVENE

REGULAR AGENDA

17.

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)***

- Betty Hardwick Center Board of Trustees

- Landmarks Commission

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing One or More Assistant Municipal Court Judges. ***(Stanley Smith)***
19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan ***(Misty Mayo)***
20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc. ***(Misty Mayo)***

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 18th day of July, 2025, at 2:30 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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 26, 2025** ***(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 26, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-10-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
July 10, 2025 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on July 10, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Blaise Regan led the invocation.

Olivia, first grader at Wylie East Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-9. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Eric Bengs

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

CONSENT AGENDA

Deputy Mayor Pro-tem Regan moved to approve the consent agenda. Councilmember Espinoza seconded the motion. Motion carried.

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 26, 2025

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a Contract with Teinert Construction for the Pedestrian Plaza
[ASSIGNED RESOLUTION NO. 119-2025]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Extended Term Street Use License with the Center for Contemporary Arts in alleyway, North of North 2nd Street to 240 Cypress Street
[ASSIGNED RESOLUTION NO. 120-2025]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of one (1) 2026 Freightliner M2-106 Ledwell 2000 Gallon Water Truck from Houston Freightliner, Houston TX for Streets Services
[ASSIGNED RESOLUTION NO. 121-2025]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Dell Server Products and Parts from Dell
[ASSIGNED RESOLUTION NO. 122-2025]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the acquisition of recovery services from GuidePoint Security LLC through the City's cyber insurance counsel
[ASSIGNED RESOLUTION NO. 123-2025]

9. Ordinance (First Reading) Z-2025-20): Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-181). Specifically, To Amend The Buffer Area Surrounding The Property. Located At 617 F.M. 2404

REGULAR AGENDA

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the City of Abilene Pace Program Report
[ASSIGNED RESOLUTION NO. 124-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would update the 2020 PACE report and associated exhibits to reflect the necessary changes for FHA and HUD properties, improve language, and reduce the burden on the County's Tax Office.

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

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

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

11. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 17, "Miscellaneous Provisions," Code of Ordinance by Approving a Permit Requirement for Bring Your Own Beverage (BYOB) Establishments
[FAILED]

Emily Crawford, City Manager, presented the item and Stanley Smith, City Attorney, went over the proposed ordinance language. Adoption of the item would amend Chapter 17 of the Code of Ordinances, establishing a Bring Your Own Beverage (BYOB) Permit.

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

- Rochelle Johnson
- Shawnte Fleming-Lewis

- Rob Henke
- Josue (no last name provided)
- Robert Orego
- Chris Kowatch

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

Council came to the consensus that they could not make a decision on this item today. Staff will continue to work on the item to bring back at the next meeting. There was no action taken on this item.

12. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fee Schedule Ordinance to Add a BYOB Permit Fee
[NOT CONSIDERED]

Because there was no action taken on Item #11, this item was not considered or discussed.

EXECUTIVE SESSION

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

13.A.551.071 (Consultation with Attorney)
1. Abilene Heritage Square Lease

13.B.551.071 (Deliberations About Real Property)
1. 1002 S 32nd St.

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

The Executive Session ended at 9:53 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

14. 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. 125-2025]

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

Landmarks Commission	
Franz Hallgren [Regular] [New]	November 2026 [Unexpired Term]

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 Craver seconded the motion; motion carried.

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

NAYS (0): None

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a New Building Lease Agreement for a New Main Branch Library at Abilene Heritage Square
[ASSIGNED RESOLUTION NO. 126-2025]

Mindy Patterson, Deputy City Manager, presented the item. Adoption of the item would enter into a new building lease agreement for a new Main Branch Library at Abilene Heritage Square.

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

- Sheila Seevers
- Eddie Leroy Bolt
- William Minter (did not speak, indicated support on comment card)
- Jane Varner Beard
- Eric Bengs
- Josue (no last name provided)
- Donna Albus
- Eddie Smith

With no other 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 (7): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price, Beard, Espinoza and Craver
NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 10:17 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Mari Cockerell, Communications Manager**

SUBJECT: **3. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into a 3 Year Agreement with Sprout Social for Social Media Management, Publication, Analytics, and Reporting Services *(Mari Cockerell)***

GENERAL INFORMATION

Sprout Social is a web-based platform the Communications and Marketing Department uses to manage and oversee various aspects of social media workflows, including publishing of information, post approval and performance, profile analytics, and community engagement.

Sprout Social is utilized on a daily basis by the City's Communications and Marketing Department, along with public information, multimedia, and marketing personnel across the organization who post content and information on the City's social media profiles and channels. Sprout Social is an integral part of the Communication and Marketing team's work to develop and protect the City's brand, and is an effective tool in gathering and managing information for public consumption across all departments.

SPECIAL CONSIDERATIONS

Competitive bidding of this product is not required because the procurement is available from one source because of copyrights (Texas Local Government Code Section 252.022(a)(7)(A).

FUNDING/FISCAL IMPACT

Funding of Sprout Social is accounted for in the Communications and Marketing Department budget, which is within the City's General Fund.

STAFF RECOMMENDATION

Staff recommends approval of this agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Sprout Social Resolution Draft
2. Service Order
3. Downloadable-Customer-DPA (1) (1)
4. Supplement to Agreement - boycott language 2023.docx (1) (1) (1)
5. Sprout Social Presentation July 2025

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE ORDER WITH SPROUT SOCIAL

WHEREAS, Through the use of Sprout Social, the City of Abilene's Communications and Marketing Department will be able to manage and coordinate the creation and posting of information from all City departments across various social media platforms and department profiles; and

WHEREAS, Sprout Social enables personnel across the organization to collaborate in multiple ways, including the continuation of an interdepartmental content and branding approval system, cross-platform messaging, analytics and performance reporting, and public feedback and listening features on desktop and mobile devices; and

WHEREAS, The City of Abilene and Sprout Social will enter into a three-year service agreement to provide these services, and Sprout Social has agreed to a net 45 billing period, allowing for the annual payment of services out of the 2026, 2027, and 2028 fiscal year budgets beginning on 10/1/25.

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

PART 1: The City Council authorizes the City Manager to execute a service order with Sprout Social

PART 2: That the agreement is in the total amount of $149,927.76 for the three year period beginning August 17, 2025.

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Service Order

sproutsocial

Service Order Information		
Agreement For City of Abilene	**Subscription Start Date** August 17, 2025	**Subscription End Date** August 16, 2028

Billing Information	
Billing Street 555 Walnut Street	**Billing Email** mari.cockerell@abilenetx.gov
Billing City Abilene	**Billing Method** Check
Billing State/Province Texas	**Billing Frequency** Annual
Billing Country United States	**Net Terms** Net 45
Billing Zip/Postal Code 79601	**Payment Portal Used?** No

Products	Quantity
Advanced Plan	1.00
Unlimited Profiles	1.00
Additional Users	14.00
Listening - Up to 3 Topics	1.00
Premium Analytics	1.00

Total Investment: USD 149,927.76

Tax Exemption Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Subscriber and will appear on the final invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please complete the following:

Tax Exempt ID:

Purchase Order Information

Is a Purchase Order (PO) required to be attached to this Service Order for the purchase or payment of the products on this Service Order?

Please select Yes or No:

If yes, please complete the following:

PO Number:

Service Order

Terms and Conditions

This Service Order is executed between Sprout Social, Inc. ("Sprout Social") and the below named subscriber ("Subscriber"), and is governed by the terms and conditions of the Sprout Social, Inc. Terms of Service, which is available for review at sproutsocial.com/terms/ ("Agreement") and expressly incorporated by reference into this Service Order. The services described above may only be used by the Subscriber, and subject to the scope limitations set forth herein.

Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Pro-rated refunds are not provided for early cancellation and Subscriber may not terminate prior to the end of the subscription term for convenience.

All payments required by this Service Order are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Subscriber shall be responsible for the payment of all such charges (excluding taxes based upon Sprout Social's net income), which amount will be reflected on the invoice issued by Sprout Social. All amounts payable by Subscriber hereunder shall be grossed-up for any withholding taxes imposed by any foreign government on Subscriber's payment of such amounts to Sprout Social.
Section 16.1 of the Agreement is deleted in its entirety and replaced with the following:
16.1 Your failure to comply with any of your obligations set forth in these Terms shall be considered a breach of these Terms. To the extent permitted by Texas law, you agree to defend, indemnify, and hold harmless Sprout Social and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from any and all third party claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including attorney's fees and costs), arising from, in connection with, or based on: (i) allegations of, your or your Users' breach of these Terms or use of Third Party Services; or (ii) for any action arising from the Excluded Claims.

Notwithstanding anything to the contrary in the Agreement, this Service Order will not automatically renew unless mutually agreed upon in writing by the parties.

Sprout Social or its Affiliates, may use Subscriber's name or logo on its or their website(s) or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social and its Affiliates, as applicable, will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Subscriber acknowledges and agrees that Sprout Social shall have the right to access its account for the purposes of onboarding, implementation, and/or initial product training. Such services shall be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Subscriber - City of Abilene	Sprout Social, Inc.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Docusign Envelope ID: 03899995-9372-4037-A1B8-A053D51CC3AC

SPROUT SOCIAL, INC.
DATA PROCESSING ADDENDUM

Revised April 10, 2025

This Data Processing Addendum ("**DPA**") forms part of the Agreement (as defined herein) between Sprout Social, Inc., including its Affiliates ("**Sprout Social**") and the entity entering the Agreement as a subscriber of any Sprout Social's services ("**Subscriber**").

This DPA is incorporated into, and supplemental to, the Agreement and sets out the roles and obligations that apply when Sprout Social processes Subscriber Personal Data (as defined herein) on behalf of Subscriber in the course of providing the Sprout Social products and services in its capacity as a Processor (or Service Provider) as described in Annex 1 of this DPA (the "**Services**").

All capitalized terms not defined in this DPA shall have the same meanings set forth in the Agreement.

1. DEFINITIONS

1.1 For the purposes of this DPA:

(a) "**Affiliate**" means an entity that controls, is controlled by, or is under common control with Sprout Social, Inc. and that provides Services to Subscriber under the Agreement.

(b) "**Applicable Data Protection Law**" means all United States Data Protection Laws and European Data Protection Laws.

(c) "**Agreement**" means the applicable Sprout Social Terms of Service, Sprout Social Service Subscription Agreement, or other written or electronic agreement executed by and between Sprout Social and Subscriber governing Subscriber's access and use of the Services.

(d) "**AWS**" means Amazon Web Services.

(e) "**DPF**" means (as applicable) the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs operated by the U.S. Department of Commerce, and their respective successors.

(f) "**EEA**" means the European Economic Area.

(g) "**European Data Protection Laws**" means as applicable to each respective party and their processing of Subscriber Personal Data under this DPA: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**EU GDPR**"); (ii) the Switzerland Federal Act on Data Protection of September 2020 and the Ordinance to the Swiss Federal Act on Data Protection of 31 August 2022 ("**FADP**"); and (iii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("**UK GDPR**"); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii), or (iii); in each case as may be amended or superseded from time to time.

(h) "**Independent Auditor**" means an independent third-party auditor designated by Subscriber and approved by Sprout Social.

Docusign Envelope ID: 03899995-9372-4037-A1B8-A053D51CC3AC

(i) "**Personal Data**" means any information that is protected as "personal data", "personal information", or the like under the Applicable Data Protection Laws, unless such definition does not exist, in which case it shall mean "personal data" as defined under the EU GDPR.

(j) "**Personnel**" means Sprout Social employees, vendors, and agents who have access to Personal Data.

(k) "**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the FADP applies, a transfer of personal data from Switzerland to any other country which is not subject to legislation that guarantees adequate protection and/or is not recognized as providing an adequate level of data protection by the Swiss Federal Data Protection and Information Commissioner.

(l) "**Security Incident**" means any breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, use, modification or access of Subscriber Personal Data processed by Sprout Social. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Subscriber Personal Data, including but not limited to unsuccessful log-in attempts, pings, port scans, denial of service attacks or other network attacks on firewalls or networked systems.

(m) "**Standard Contractual Clauses**" or "**EU SCCs**" means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

(n) "**Sub-processor**" means any third-party Processor authorized by Sprout Social to process Subscriber Personal Data.

(o) "**Subscriber Personal Data**" means Personal Data processed by Sprout Social on behalf of a Subscriber pursuant to or in connection with the Agreement for the Services, as described in **Annex 1** of this DPA.

(p) The terms "**Business**", "**Business Purpose**", "**Consumer**", "**Contractor**," "**Controller**", "**data subject**", "**personal data**", "**personal information**", "**Processor**", "**processing**", "**sell**", "**share**" "**Service Provider**", "**special categories of data**", "**Sensitive Personal Information**", and "**Third Party**" have the meanings given to them under Applicable Data Protection Law.

(q) "**UK Addendum**" means the UK Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018.

(r) "**United States Data Protection Laws**" means all data protection or privacy laws and regulations in force within the United States and that are directly applicable to a party and its respective processing of Subscriber Personal Data under this DPA, including, but not limited to, the California Consumer Privacy Act and its amendments ("**CCPA**"), the California Privacy Rights Act of 2020 ("**CPRA**") and any rules or regulations implementing the foregoing.

2. ROLES AND RESPONSIBILITIES

2.1 Scope. This DPA applies only to the processing of Subscriber Personal Data that is subject to Applicable Data Protection Law by Sprout Social in its capacity as a Processor (or Service Provider) for the purpose of providing the Services. The subject matter, duration, nature and purposes of processing, and the types of Personal Data and categories of data subjects are described in **Annex 1** of this DPA. Notwithstanding the foregoing, where Sprout Social Processes Personal Data as a Controller, Sprout Social will comply with the requirements of Applicable Data Protection Law applicable to its role as a Controller.

2.2 Roles of the Parties. With respect to the processing of Subscriber Personal Data (including any Subscriber Personal Data accessed via integrations with Third Party Services) and for the purposes of Applicable Data Protection Laws, Subscriber is the Controller (or Business, as applicable) and Sprout Social is the Subscriber's Processor (or Service Provider, as applicable). In the event that Subscriber is acting on behalf of and under the instruction of a third-party Controller with respect to its subscription for the Services, Subscriber is the Processor and Sprout Social is the Subscriber's Sub-processor.

2.3 Subscriber's Obligations. Subscriber shall: (a) comply with its obligations as a Controller (or Business) or Processor (or Service Provider), as applicable, under all applicable laws relating to privacy and data protection in respect of its use of the Services and any processing instructions it issues to Sprout Social; (b) where acting as a Processor (or Service Provider) ensure that all instructions it issues to Sprout Social are made in accordance with the instructions received from the applicable Controller (or Business); (c) have sole responsibility for the accuracy, legality, and quality of Subscriber Personal Data; (d) ensure that Subscriber has the right to transfer, or provide access to, Subscriber Personal Data to Sprout Social for processing pursuant to the Agreement and this DPA; and (e) use commercially reasonable efforts to not disclose (nor permit any data subject to disclose) any Sensitive Information (as defined in the Agreement), Sensitive Personal Information, or special categories of data to Sprout Social for processing.

2.4 Sprout Social's Obligations. Sprout Social shall process Subscriber Personal Data in accordance with the lawful, documented instructions of Subscriber (including the instructions of any users accessing the Services on Subscriber's behalf) as set out in the Agreement, this DPA or otherwise in writing. Unless prohibited from doing so under Applicable Data Protection Law, Sprout Social will notify Subscriber in writing if it becomes aware or believes that instructions from Subscriber infringes on Applicable Data Protection Law. Notwithstanding the foregoing, Subscriber acknowledges that Sprout Social is not obligated to evaluate whether an instruction issued by Subscriber complies with Applicable Data Protection Law. Except where required by Applicable Data Protection Laws, Sprout Social shall not: (a) sell or share the Subscriber Personal Data except as explicitly instructed by Subscriber; (b) retain, use, or disclose Subscriber Personal Data for any purpose other than for the specific purpose of performing the Services in accordance with the Agreement and this DPA; (c) retain, use, or disclose the Subscriber Personal Data for a commercial purpose other than providing the Services; (d) retain, use, or disclose the Subscriber Personal Data outside of the direct business relationship between Sprout Social and Subscriber; or (e) combine Subscriber Personal Data with Personal Data that it receives from, or on behalf of, another person or persons, or collects from Sprout Social's own interaction with the Consumer; provided that Sprout Social may combine Personal Data to perform any business purpose, as defined in the CPRA. Sprout Social certifies that it understands these restrictions and will comply with them.

2.5 Remediation. Subscriber may take reasonable and appropriate steps to ensure that Sprout Social uses the Subscriber Personal Data that it received from, or on behalf of, the Subscriber in a manner consistent with the Subscriber's obligations under the Applicable Data Protection Laws. Subscriber also has the right, upon reasonable notice, to take reasonable and appropriate steps to stop and

remediate unauthorized use of Subscriber Personal Data; provided such steps shall not interfere with Sprout Social's regular business operations, shall not require Sprout Social to disclose any trade secrets or confidential information of Sprout Social, its customers or its service providers, contractors or third parties, and that Subscriber shall bear all related expenses, including any expenses related to business interruptions or other indirect expenses.

3. SECURITY

3.1 Security Measures. Sprout Social shall implement and maintain appropriate technical and organizational measures designed to protect Subscriber Personal Data from a Security Incident and to preserve the security, confidentiality, and integrity of Subscriber Personal Data, as further described in **Annex II** of this DPA. Sprout Social may update or modify its security measures from time to time, provided that such updates or modifications do not materially decrease the overall security of the Services provided to Subscriber.

3.2 Confidentiality Obligations. Sprout Social shall ensure that any personnel that it authorizes to process the Subscriber Personal Data shall be subject to a duty of confidentiality.

3.3 Security Incidents. Sprout Social shall: (a) notify Subscriber without undue delay after becoming aware of a Security Incident; (b) take commercially reasonable steps to assist in the investigation, mitigation, and remediation of such Security Incident; and (c) provide reasonable information and cooperation to Subscriber so that Subscriber can fulfill any Security Incident reporting obligations it may have under Applicable Data Protection Laws. Notwithstanding the foregoing, to the extent permitted under applicable law, Sprout Social will not disclose any information: (i) that it deems a trade secret, (ii) that is confidential or proprietary in nature, or (iii) over which it intends to assert attorney-client privilege or any similar privilege or protection. Sprout Social shall not identify Subscriber in any public disclosure regarding a Security Incident involving Subscriber Personal Data without Subscriber's prior written consent; provided that Sprout Social may publicly acknowledge or disclose the occurrence of a Security Incident in a manner that does not identify Subscriber.

4. SUB-PROCESSING

4.1 Sub-processors. Subscriber agrees that Sprout Social may engage Sub-processors; provided that:

(a) Sprout Social shall maintain an up-to-date list of Sub-processors available at https://sproutsocial.com/subprocessors/ which it shall update with details of any new Sub-processors at least ten (10) days prior to any such change and shall notify Subscriber in advance of such new Sub-processor processing Subscriber Personal Data;

(b) Sprout Social shall impose on such Sub-processors data protection terms that require the Sub-processor to protect the Subscriber Personal Data to the standard required by Applicable Data Protection Laws;

(c) The copies of the Sub-processor agreements that must be provided by Sprout Social to Subscriber pursuant to Clause 9(c) of the EU SCCs may have all commercial information, or clauses unrelated to the EU SCCs or their equivalent, removed by Sprout Social beforehand; and, that such copies will be provided by Sprout Social, in a manner to be determined in its discretion, only upon request by Subscriber;

(d) Sprout Social remains liable for any breach of the DPA caused by a Sub-processor; and

(e) All such Sub-processors shall be Service Providers or Contractors, as applicable, for purposes

of United States Data Protection Laws.

4.2 Objection to Sub-processors. Subscriber may object prior to Sprout Social's appointment or replacement of a Sub-processor provided such objection is based on reasonable grounds relating to data protection. In such event, the parties shall cooperate in good faith to reach a resolution and if such resolution cannot be reached, then Sprout Social, at its discretion, will either not appoint or replace the Sub-processor or, will permit Subscriber to suspend or terminate the affected Service and provide Subscriber with a pro-rated refund of any prepaid unused fees under the Agreement.

5. INTERNATIONAL TRANSFERS

5.1 Restricted Transfers. The parties agree that when the transfer of Subscriber Personal Data from Subscriber to Sprout Social is a Restricted Transfer:

(a) If Sprout Social (as the importer of Subscriber Personal Data) is self-certified to the DPF, Sprout Social shall use the DPF to lawfully receive Subscriber Personal Data in the United States;
(b) Alternatively, if European Data Protection Laws require that appropriate safeguards are put in place (for example, if Sprout Social, as the importer of Subscriber Personal Data, is not self-certified to the DPF, or the DPF does not cover the Restricted Transfer and/or the DPF is invalidated), such transfers shall be subject to Standard Contractual Clauses, which shall be deemed incorporated by reference and form an integral part of this DPA as described in Sections 5.2, 5.3 and 5.4.

5.2 EU GDPR Transfers. In relation to Restricted Transfers of Subscriber Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

(a) Module Two will apply when the Subscriber is a Controller and Module Three will apply when the Subscriber is a Processor;
(b) in Clause 7, the optional docking clause will not apply;
(c) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes shall be as set out in Section 4.1(a) of this DPA;
(d) in Clause 11, the optional language will not apply;
(e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
(f) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
(g) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPA; and
(h) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPA.

5.3 FADP Transfers. In relation to Restricted Transfers of Subscriber Personal Data that is protected by the FADP, the EU SCCs will apply completed as provided in Section 5.2 above, with the following changes:

(a) references to "Regulation (EU) 2016/679" shall be interpreted as references to the FADP;
(b) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section the FADP;
(c) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to "Switzerland", or "Swiss law";
(d) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (*i.e.*, Switzerland);
(e) in Clause 17, Option 1 will apply, and the EU SCCs shall be governed by the laws of

Switzerland; and

(f) with respect to transfers to which the FADP applies, Clause 18(b) shall state that disputes shall be resolved before the applicable courts of Switzerland.

5.4 UK GDPR Transfers. In relation to Restricted Transfers of Subscriber Personal Data that is protected by the UK GDPR:

(a) the EU SCCs shall apply as completed in accordance with Section 5.2 above and shall be deemed amended as specified by the UK Addendum, which shall be deemed executed by the parties and incorporated into and form an integral part of this DPA; and

(b) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information set out in Annex I and Annex II of this DPA and the options "neither party" shall be deemed checked in Table 4.

6. COOPERATION AND DATA SUBJECT RIGHTS

6.1 Data subject and consumer rights. Sprout Social shall provide reasonable assistance to Subscriber, at Subscriber's expense, to enable Subscriber to respond to requests from data subjects and/or Consumers seeking to exercise their rights under Applicable Data Protection Law in connection with the Subscriber Personal Data. Sprout Social shall promptly inform Subscriber in the event such request is made directly to Sprout Social (to the extent that Subscriber is identifiable from the request). Subscriber authorizes Sprout Social to respond to requests from data subjects or Consumers seeking to exercise their rights under Applicable Data Protection Law to clarify and/or re-direct requests to Subscriber or third-party service providers, including to inform data subjects or Consumers that Sprout Social is the Processor/Service Provider acting on behalf of a Controller/Business, including naming Subscriber as the Controller/Business.

6.2 Data protection impact assessments. Taking into account the nature of the processing and the information available to Sprout Social, Sprout Social shall provide reasonable assistance needed to fulfil Subscriber's obligation under Applicable Data Protection Law to carry out data protection impact assessments and prior consultations with supervisory authorities in connection with the Services; provided that Sprout Social shall not be liable for any failure of Subscriber to comply with Subscriber's own obligations under Applicable Data Protection Law. Sprout Social will make available, at Subscriber's expense, all information reasonably required by Subscriber to illustrate compliance with the Applicable Data Protection Laws.

7. AUDITS

7.1 Standards Audits. Sprout Social will be assessed against industry security frameworks or standards including, but not limited to, SOC 2 standards. Upon request and no more than once per calendar year, Sprout Social shall provide Subscriber a summary copy of Sprout Social's most recent certified audit report to Subscriber; provided that such report shall be subject to the confidentiality terms under the Agreement.

7.2 Compliance Audits. Upon Subscriber's reasonable request, and no more than once per calendar year, Sprout Social will make available for Subscriber's inspection and audit, copies of certifications, records or reports demonstrating Sprout Social's compliance with this DPA. Only to the extent that Subscriber reasonably demonstrates that Sprout Social's compliance with this DPA cannot be established with the foregoing, then no more than once per calendar year, Subscriber may conduct an audit of Sprout Social's premises or equipment for the purposes of this DPA at Subscriber's expense through an Independent Auditor. Before the commencement of any such on-site inspection, Subscriber and Sprout Social shall mutually agree on reasonable timing, scope, and security controls applicable to the audit (including without limitation restricting access to Sprout Social's trade secrets

and data belonging to Sprout Social's other customers). Any inspection will be of reasonable duration, will not unreasonably interfere with Sprout Social's day-to-day operations, and will be limited in scope to Sprout Social's Processing of Subscriber Personal Data.

7.3 Independent Auditors. All Independent Auditors are required to enter into a non-disclosure agreement containing confidentiality provisions reasonably acceptable to Sprout Social and intended to protect Sprout Social's and its customers' confidential and proprietary information. Subscriber will make (and ensure that any Independent Auditor makes) reasonable endeavors to avoid causing any damage, injury or disruption to Sprout Social's premises, equipment, personnel and business in the course of such an audit. Subscriber will be solely responsible for any and all costs arising from or related to any damage, injury, or disruption to Sprout Social's premises, equipment, personnel, or business caused by an Independent Auditor in the course of such audit.

8. DATA RETENTION AND DELETION

8.1 Data Retention. Unless otherwise instructed by Subscriber, Sprout Social may retain Subscriber Personal Data for up to thirteen (13) months after termination of the Agreement for the purposes of future account reactivation. Any confidentiality obligations and use restrictions in the Agreement and this DPA will continue to apply to such Subscriber Personal Data for the duration of retention.

8.2 Data Deletion and Return. Subject to Section 8.1, Sprout Social shall (at Subscriber's election) delete or return to Subscriber the Subscriber Personal Data in Sprout Social's possession upon Subscriber's written request at the termination or expiry of the Agreement. The parties agree that the certification of deletion of Personal Data that is described in Clause 16(d) of the EU SCCs shall be provided by Sprout Social to Subscriber only upon Subscriber's request. Notwithstanding the foregoing, Sprout Social may retain copies of such Subscriber Personal Data as necessary to comply with applicable law.

9. MISCELLANEOUS

9.1 Incorporation. This DPA is incorporated into and forms part of the Agreement. Except as amended by this DPA, the Agreement will remain in full force and effect. For matters not addressed under this DPA, the terms of the Agreement apply.

9.2 Conflicts. If there is a conflict between this DPA and the Agreement, the DPA will control to the extent necessary to resolve the conflict. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will control to the extent necessary to resolve the conflict.

9.3 Governing Law. This DPA shall be governed by, and construed in accordance with, the laws of the jurisdiction stipulated in the Agreement and the courts the jurisdiction stipulated in the Agreement shall have exclusive jurisdiction to hear any dispute or other issue arising out of, or in connection with, this DPA, except where otherwise required by Applicable Data Protection law or by the jurisdictional provisions set forth in the applicable Standard Contractual Clauses.

9.4 Modifications. Subscriber agrees that Sprout Social may modify this DPA at any time provided Sprout Social may only modify the Standard Contractual Clauses (a) to incorporate any new version of the Standard Contractual Clauses (or similar model clauses) that may be adopted under European Data Protection Law or (b) to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency. If Sprout Social makes any material modifications to this DPA, Sprout Social shall provide Subscriber with at least ten (10) days' notice (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency) before the change will take effect by either: (a) sending an email to the email address of the designated

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account owner in Subscriber's Services account; or (b) alerting Subscriber via the user interface. If Subscriber reasonably objects to any such change, Subscriber may terminate the Agreement by giving written notice to Sprout Social within ten (10) days of notice from Sprout Social of the change.

The parties' authorized signatories have duly executed this DPA.

[SIGNATURE PAGE FOLLOWS]

Subscriber

Signature: _____

Subscriber Legal Name:

Print Name: _____

Title: _____

Date: _____

Sprout Social, Inc.

Signed by:
Alan Boyce
1EAE3027C1EE4E1...

Signature: _____

Print Name: Alan Boyce

Title: Chief Technology Officer

Annex I
Data Processing Description

This Annex I forms part of the DPA and describes the processing that the Sprout Social will perform on behalf of the Subscriber. Capitalized terms in Annex I shall have the meaning assigned to them in the Agreement and DPA.

1. LIST OF PARTIES

Controller(s) / Data exporter(s):

Name:	Each of the Subscriber entities identified in the Agreement.
Address:	The addresses of each of the Subscriber entities identified in the Agreement.
Contact person's name, position and contact details:	Data protection enquiries can be addressed to:
Activities relevant to the data transferred under the SCCs:	Receipt of the Services
Signature and date:	This Annex I shall be deemed executed upon execution of the DPA.
Role (controller/processor):	Controller or processor

Processor(s) / Data importer(s):

Name:	Sprout Social, Inc.
Address:	131 S. Dearborn St. Suite 700 Chicago, IL 60603
Contact person's name, position and contact details:	Data protection enquiries can be addressed to privacy@sproutsocial.com
Activities relevant to the data transferred under the SCCs:	Provision of the Services
Signature and date:	This Annex I shall be deemed executed upon execution of the DPA.
Role (controller/processor):	Processor or sub-processor

2. DESCRIPTION OF PROCESSING / TRANSFER

Categories of data subjects whose personal data is transferred:	**Sprout Social Subscription Services**: The Personal Data processed concerns users of the Sprout Social Subscription Services (typically, employees, agents, or contractors of Subscriber authorized to use the platform on behalf of Subscriber) and individual social media users who interact with the social media accounts, which are owned and/or operated by Subscriber **Employee Advocacy Subscription Services:** The Personal Data processed concerns users of the Employee Advocacy Subscription Services (typically employees of Subscriber) who engage with and share

	content that is uploaded to and posted by Subscriber's administrator **Influencer Marketing Subscription Services**: The Personal Data processed concerns users of the Influencer Marketing Subscription Services (typically employees or agents of Subscriber that are authorized to use the platform on behalf of Subscriber) and personal data provided by Subscriber to supplement the content made available through the platform
Categories of personal data transferred:	"Subscriber Personal Data" includes the following: **Sprout Social Subscription Services**: Account user data (name, business email address, IP address, avatar (if provided), and language preference), social media profile data (the specific types of personal data collected are dependent on each social network, but typically include username, profile picture, and first/last name if provided), geographic location, usage data, social media content (*e.g.* posts, comments, pages, profiles, likes, feeds) and engagement and analytics metrics, including social media metadata (*e.g.* number of social media followers, number of posts, number of tweets). **Employee Advocacy Subscription Services:** Account user data (name, business email address, IP address, avatar (if provided), and language preference), social media profile data of account users (the specific types of personal data that is collected is dependent on each social network, but typically includes username, profile photo, and first and last name if provided), social media engagement and analytics metrics (number of posts, public engagements, and number of clicks on posts published through Subscriber's employee advocacy service) NOTE: The Sprout Social employee advocacy tool does not collect any Personal Data on Sprout Social employee advocacy tool users' first and second degree connections on the social networks. The only information collected on first and second degree connections is aggregated engagement data. **Influencer Marketing Subscription Services:** Account user data (name, business email address, IP address, avatar (if provided), and language preference), and other categories of personal data provided by

	Subscriber in connection with the Influencer Marketing Subscription Services to supplement the content made available through the platform.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	Sprout Social does not intentionally collect or transfer any sensitive data in relation to these data subjects and does not require this data to operate the Services.
The frequency of the transfer (*e.g.* whether the data is transferred on a one- off or continuous basis):	Continuous for the duration of the Agreement.
Nature of the processing:	Collection, storage, organization, modification, retrieval, disclosure, communication, and other uses in the performance of the Services as set out in the Agreement.
Purpose(s) of the data transfer and further processing:	**Sprout Social Subscription Services**: Personal Data will be processed to provide social media management and analytics software services to the Subscriber in accordance with the Agreement. These services will consist of providing publishing, engagement, analytics, and social listening to the Subscriber in relation to connected social media profiles. Full details about Sprout Social's social media management tool can be found at https://sproutsocial. com/ **Employee Advocacy Subscription Services:** Personal Data will be processed by Sprout Social to provide the Sprout Social employee advocacy platform to Subscriber in accordance with the Agreement. The Sprout Social employee advocacy tool will consist of providing a sharing platform to the Subscriber for its employees to share curated content on their connected social media profiles. Full details about Sprout Social's employee advocacy tool can be found at https://sproutsocial.com/features/employee-advocacy/ **Influencer Marketing Subscription Services:** Personal Data will be processed by Sprout Social to facilitate Subscriber's decision to supplement the content made available in the Influencer Marketing platform. The purpose of such processing is to allow Subscriber to gain the full benefit of the Influencer Marketing platform (including allowing for the enhancement of additional information to existing creator profiles) and for such other purposes as may be instructed by Subscriber. The Influencer Marketing platform consists of a content creator

	discovery and intelligence tool for businesses to find and engage with creators to promote their brand.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Personal Data will be retained in accordance with Section 8 of the DPA.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Processing activities in performance of the Services as specifically described herein and as set out in the Agreement, including providing access to the Services. Personal Data will be retained in accordance with Section 8 of DPA.

3. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (*e.g.* in accordance with Clause 13 EU SCCs)	Where the EU GDPR applies, the competent supervisory authority shall be determined in accordance with Clause 13 of the EU SCCs. Where the UK GDPR applies, the competent supervisory authority shall be the UK Information Commissioner's Office. Where the FADP applies, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner.

ANNEX II

Security Standards

This Annex II forms part of the DPA and describes the security standards and practices utilized by Sprout Social in providing the Services to Subscriber. Capitalized terms in Annex II shall have the same meaning assigned to them in the Agreement and DPA.

1. SECURITY MEASURES

1.1 Information Security Policies. Sprout Social maintains information security policies that are reviewed at least annually and revised whenever material changes are made to the systems or procedures that access or utilize Subscriber Personal Data. All employees must affirm their responsibilities in protecting Subscriber Personal Data set forth in such policies as a condition of employment.

1.2 Identity and Access Management. Access to Subscriber Personal Data is granted under the principle of least privilege. Only authorized Personnel have access to Subscriber Personal Data.

1.3 Authentication. Access to Sprout Social systems, tools, services, and endpoints are subject to password standards in conjunction with multi-factor authentication or integration into our central identity provider, which also enforces multi-factor authentication.

1.4 Encryption At Rest and In Transit. All Subscriber Personal Data, including backups, are encrypted at rest using the AES-256 specification. All communications over public networks with Sprout Social's applications and APIs utilize TLS 1.2 or greater.

1.5 Vulnerability Management. Sprout Social regularly scans systems and applications that contain Subscriber Personal Data for common vulnerabilities. Sprout Social conducts application security code analysis to ensure that the Services are not vulnerable to known attacks and remediates high-severity issues in a reasonable timeframe.

1.6 Penetration Testing. Sprout Social contracts with reputable penetration testing vendors to conduct penetration testing no less than once per year.

1.7 Intrusion Detection System (IDS). Sprout Social utilizes an intrusion detection system to detect, evaluate, and respond to security threats and unusual system activity. Alerts are sent to security Personnel who are available to respond on a 24/7 basis.

1.8 Data Center and Physical Security. The Sprout Social Subscription Services and Employee Advocacy Subscription Services are hosted by AWS in world-class hosting facilities that are secure, highly available, and redundant. More information regarding AWS's data center and physical security standards can be found at https://aws.amazon.com/compliance/data-center/controls/. The Influencer Marketing Subscription Services are hosted by OVHcloud and Hetzner in world-class hosting facilities that are secure, highly available, and redundant. More information regarding OVHcloud's data center and security standards can be found at https://corporate.ovhcloud.com/en/trusted-cloud/security-certifications/. More information regarding Hetzner's data center and security standards can be found at https://www.hetzner.com/unternehmen/rechenzentrum/.

1.9 Disaster Recovery and Backups. Sprout Social maintains a disaster recovery and business continuity plan which is reviewed and updated at least annually. Backups are taken frequently, encrypted in transit and at rest, and are tested regularly.

2. PERSONNEL AND SUB-PROCESSOR SECURITY

2.1 Personnel Security. Sprout Social ensures that all Personnel take appropriate security measures to maintain the confidentiality, integrity, and availability of personal data. Sprout Social maintains protocols designed to ensure that Personnel follow established security policies. Sprout Social employs appropriate technical and organizational measures to ensure Personnel conduct themselves in accordance with established company guidelines and policies. Disciplinary procedures are applied if Personnel fail to adhere to relevant policies.

2.2 Employee Screening and Security. Sprout Social screens prospective employees, and conducts background checks where permitted by law, before employment and the conditions of employment are applied. Sprout Social maintains an employee handbook, a code of conduct, and an acceptable use policy to convey controls and values to employees, including sanctions for non-compliance. Sprout Social provides its employees with semi-annual security and privacy training.

2.3 Sub-processor Security. Before engagement, all Sub-processors must go through an internal vendor review and approval process which includes review by Sprout Social's security, legal, privacy, and finance teams. The Sprout Social security team performs due diligence of our Sub-processors on an annual basis to ensure continued compliance with information security controls.

3. APPLICATION SECURITY FEATURES

3.1 Multi-factor Authentication. The Sprout Social Subscription Services and Employee Advocacy Subscription Services support multi-factor authentication (MFA) apps that implement the Time-based One-time Password (TOTP) algorithm for generating passcodes. The Influencer Marketing Subscription Services support short messaging service (SMS) and multi-factor authentication (MFA) apps that implement the Time-based One-Time Password (TOTP) algorithm for generating passcodes.

3.2 Single Sign On. The Sprout Social Subscription Services and Employee Advocacy Subscription Services support single sign-on (SSO) with identity providers that support the SAML 2.0 standard. The Influencer Marketing Subscription Services support single sign-on (SSO) through Okta.

3.3 Secure Credentials. Account passwords for each of the Subscription Services (for Sprout Social, Employee Advocacy, and Influencer Marketing) are salted and hashed using industry-standard algorithms.

4. SECURITY INCIDENTS

4.1 Security Incident Policies. Sprout Social maintains an incident response plan, an incident handling and notification policy, and other supporting procedures based on NIST standards. These policies ensure consistent classification, documentation, response, and notification for Security Incidents in accordance with Sprout Social's commitment to data privacy and security.

5. COMPLIANCE AND CERTIFICATIONS

5.1 Service Organization Control Compliance. Each of the Subscription Services undergo a SOC 2 Type 2 audit annually which is performed by an independent third-party auditor. A copy of the most recent SOC 2 report for each respective platform is available at trust.sproutsocial.com to customers who are parties to an Agreement with Sprout Social or who agree to hold the report in confidence under a Sprout Social non-disclosure agreement. Additional information on Sprout Social's certifications can be found at https://sproutsocial.com/trustcenter/.

5.2 Data Center Certifications. The Sprout Social Subscription Services and Employee Advocacy

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Subscription Services are hosted on AWS which is compliant with Cloud Security Alliance Star Level 2, ISO 9001, 27001, 27017, 27018, 27701, 22301, PCI DSS Level 1, and SOC 1, 2, and 3 standards. More information on compliance and certifications at AWS can be found at https://aws.amazon.com/compliance/. The Influencer Marketing Subscription Services are hosted through OVHcloud and Hetzner infrastructure and facilities, which maintain compliance with ISO 27001 standards. More information regarding OVH's data center and security standards can be found at https://corporate.ovhcloud.com/en/trusted-cloud/security-certifications/. More information regarding Hetzner's data center and security standards can be found at https://www.hetzner.com/unternehmen/rechenzentrum/.

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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.

Sprout Social, Inc. - Sales Sub

(printed name of company)

Connor Griffith

DocuSigned by:
Connor Griffith
BAE1901A2D43478...

(signature and printed name of signatory)

July 7, 2025

(date of signature)

Social Media Management Service with Sprout Social

July 10, 2025

CITY OF ABILENE TEXAS

Social Media Management with Sprout Social

Sprout Social is a web-based platform the Communications and Marketing Department uses to manage and oversee various aspects of social media workflows, including publishing of information, post approval and performance, profile analytics, and community engagement.

CITY OF ABILENE TEXAS

Social Media Management with Sprout Social

This resolution would allow for the City Manager to sign a 3 year agreement with Sprout Social to utilize its services at an annual rate of $49,975.92 for the next three years with a total 15 user seats.

Funding of Sprout Social is accounted for in the Communications and Marketing Department budget, which is within the City's General Fund.

CITY OF ABILENE TEXAS

Social Media Management with Sprout Social

Current account utilization

Advanced Plan
15 of 15 Users

Social Networks
73 of Unlimited Profiles

Reporting
Premium Analytics

Listening
3 of 3 Topics

sproutsocial

Social Media Management with Sprout Social

Renewal Options - City of Abilene - 08/17/2025

	Current Plan	Option #2	Option # 3

Package	• Advanced Plan
	  ○ 15 User Seats
	  ○ Unlimited Profiles
	• Advanced Listening
	  ○ 3 Topics
	• Premium Analytics
		• Advanced Plan
		  ○ 15 User Seats
		  ○ Unlimited Profiles
		• Advanced Listening
		  ○ 3 Topics
		• Premium Analytics
			• Advanced Plan
			  ○ 15 User Seats
			  ○ Unlimited Profiles
			• Advanced Listening
			  ○ 3 Topics
			• Premium Analytics

Contract Length	12 months	24 months	36 months
Renewal Uplift %	5%	2%	*Waived*
Annual Investment	**$52,474.71**	**$50,975.43**	**$49,975.92**
Total Contract Investment	**$52,474.71**	**$101,950.87**	**$149,927.76**

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Matthew Dane, Director of Water Utilities**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract for Repair of Fort Phantom Hill Lake Intake Pumps #2 and #3 *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the contract with Odessa Pumps and Equipment, Inc. for the rehabilitation of LFPH Pumps #2 & 3 for $202,766.00. The contract includes the parts, labor, and transportation of two fully repaired and reinstalled pumps (Phantom Pumps #2 & 3). This work will be completed through BuyBoard Cooperative Purchasing Contract #672-22.

SPECIAL CONSIDERATIONS

Both pumps will undergo complete disassembly and inspection. Repairs include installation of new 416 stainless steel line shafts and couplings, replacement of wear rings, bearings, and other critical internal components. All coatings and hardware will comply with potable water standards. Odessa Pumps will perform reassembly, testing, and provide warranty documentation upon completion.
Pumps #1 and #4 at this facility were rehabilitated approximately five years ago as part of a phased upgrade strategy. At that time, it was determined that Pumps #2 and #3 could remain in service temporarily and would be addressed in a future phase. While Pumps #2 and #3 continued operating up to the recent evaluation, they exhibited significant wear and deterioration, particularly Pump #2, which showed advanced signs of degradation.

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 approve the contract with Odessa Pumps and Equipment, Inc. for the rehabilitation of LFPH Pumps #2 & 3 in the amount of $202,766.00 under BuyBoard Contract #672-22.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - Odessa Pumps LFPH 2 and 3
2. Signed Contract
3. 3 - Presentation - Odessa Pumps LFPH 2 and 3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE CONTRACT WITH ODESSA PUMPS AND EQUIPMENT, INC. FOR THE REHABILITATION OF LAKE FORT PHANTOM HILL (LFPH) PUMPS #2 AND 3.

WHEREAS, the City of Abilene (City) owns and operates critical raw water pump infrastructure at Lake Fort Phantom Hill (LFPH), including Pumps #2 and #3; and

WHEREAS, these pumps are essential to the City's ability to deliver raw water from LFPH to the Northeast Water Treatment Plant; and

WHEREAS, Odessa Pumps and Equipment has completed a detailed evaluation of the pumps and provided a scope of work for their rehabilitation under BuyBoard Cooperative Purchasing Contract #672-22; and

WHEREAS, the rehabilitation includes disassembly, inspection, part replacement, corrosion-resistant coating, dynamic balancing, reinstallation, and documentation of completed work; and

WHEREAS, the City finds that the work described in the scope of services is necessary to maintain the integrity and reliability of the City's water infrastructure; and

WHEREAS, the total contract cost of $202,766.00 will be funded from the Water Utilities Department Capital Improvement Program (CIP) Fund;

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 Odessa Pumps and Equipment, Inc. for the rehabilitation of LFPH Pumps #2 and #3 in accordance with the scope of work provided under BuyBoard Contract #672-22 in the amount of $202,766.00.

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

SERVICES CONTRACT

This Contract, dated the 24th day of July, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Odessa Pumps and Equipment, Inc. a Company organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Rehabilitation of Lake Fort Phantom Hill (LFPH) Pumps #2 & 3 services to the City during the term stated herein.

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

I. TERMS

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

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, and that party's failure to cure any said violation or failure within a reasonable time, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written

notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

"Contractor" includes the corporation, company, partnership, or other entity, its owners, affiliates or subsidiaries and its and their officers, and/or partners, directors, employees, invitees, and agents.

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims for bodily injury to, sickness, disease or death of any member of Contractor, and Claims for damage to or loss or destruction of property of Contractor arising out of the work and activities conducted in connection with this Contract, regardless of fault. To the fullest extent allowed by law, the City must indemnify, hold harmless, and defend Contractor from and against liability for Claims for bodily injury to, sickness, disease or death of any member of City, and Claims for damage to or loss or destruction of property of City arising out of the work and activities conducted in connection with this Contract, regardless of fault.

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, subject to indemnities contained in this section.

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 A PARTY TO INDEMNIFY AND PROTECT THE OTHER PARTY FROM THE CONSEQUENCES OF THE PARTY'S OWN NEGLIGENCE WHILE PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

To the extent of the liabilities assumed herein, 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 original certificate of insurance evidencing the required insurance. Thereafter, the Contractor must furnish new certificates before the expiration date.

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. NOTICE

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

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

Contractor - **ATTN: Elias Aguirre, Accounts Manager, Odessa Pumps**
P.O. Box 207614
Dallas, TX 75320-7614
with a Courtesy Copy to ATTN: General Counsel, 7402 N. Eldridge Pkwy, Houston, TX 77041

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand, or account owed by the City to any person, firm, or corporation in arrears to

the City for any debt, claim, demand, or account of any nature whatsoever, including taxes, penalty, and interest, that arises under this Contract.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

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

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

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

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

Unless the Contractor is not subject to a provision above, the signatory executing this Contract on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

XXII. CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES (WHETHER FORESEEABLE OR NOT AT THE DATE OF THIS AGREEMENT) INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), OR BUSINESS INTERRUPTION, REGARDLESS OF THE CAUSE, INCLUDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE IN ANY FORM, WILLFUL OR RECKLESS ACT OR OMISSION, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF EITHER PARTY, ITS EMPLOYEES OR AGENTS, OR ANY OTHER PERSON OR PARTY.

XXIII. WARRANTY

A. Services. Contractor warrants that the services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Purchase Order. Contractor shall re-perform the non-conforming part of any service, provided Contractor is notified by City within ninety (90) days of completion of the service. It is understood and agreed that the reports, records, etc., made by Contractor as to the results of its services shall be the good faith opinions only of Contractor and are not to be construed as warranties or guarantees, express or implied, of quality, classification, merchantability or fitness for purpose.

B. Goods. In the event any goods assembled by Contractor and furnished hereunder are found to be defective or otherwise fail to conform to the specifications set forth in the Purchase Order, Contractor, at its option and at its cost, either: (1) replace such goods at the delivery point specified in the Purchase Order or (2) repair such goods provided that City notifies Contractor within twelve (12) months of delivery of the defective or non-confirming goods ("Warranty Period"). Notwithstanding anything contained herein to the contrary, City's remedies with respect to goods or any components of the goods manufactured by others and furnished hereunder that are found to be defective or otherwise not in conformity with this Agreement or the Purchase Order are limited to any warranties and warranty periods extended and honored by the manufacturer. Contractor's warranty obligation shall be limited to assigning third party warranties to City. However, Contractor will be obligated to provide all reasonable assistance to the City and will act as a liaison between the City and the manufacturer in the enforcement of the manufacturer's warranty.

C. Contractor's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) City's failure to properly store or maintain the goods, equipment or parts; (b) the unauthorized modification, repair or service of the goods, equipment or parts by City; (c) utilization of replacement parts not manufactured by Contractor; or (d) use or handling of the goods, equipment or parts by City in a manner inconsistent with Contractor's recommendations.

D. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THOSE FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. CITY ACKNOWLEDGES AND AGREES THAT CITY TAKES SOLE RESPONSIBILITY FOR THE SELECTION OF AND SPECIFICATIONS FOR THE GOODS AND THEIR FITNESS FOR ANY PURPOSES INTENDED BY THE CITY OR CITY'S CUSTOMER(S).

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

City Attorney

CONTRACTOR:

By: Jason Roe

Title: Vice President

Address: 7402 N. Eldridge Pwy
Houston, TX 77041

Phone Number:

Federal Tax ID #: 75-1720387

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

Odessa Pumps and Equipment Buy Board # 672-22. Odessa Pumps has completed their Evaluation of LFPH Pumps #2 & 3. The Scope below details the work for the Rehabilitation of those pumps.

Scope Details:

1. Bowl Assembly Repair
   - Complete disassembly and inspection of each pump bowl assembly.
   - Replacement of bowl bushings, wear rings, and bowl shafts.
   - Impellers to be media blasted, coated for corrosion resistance, and dynamically balanced.
   - Services to be performed on both Pump 2 and Pump 3.
2. Line Shaft Assembly
   - Supply and installation of new 416 stainless steel (416SS) line shafts and couplings.
   - Installation of Schedule 80 seamless oil tubing for both pumps.
   - Replacement of all associated line shaft bearings.
3. Tube Tension Nut Machining
   - Precision machining of tube tension nuts (2 units total, one per pump).
4. Surface Preparation and Coating
   - Sandblasting and painting of columns, pump heads, and bowls for both pumps.
   - Coating materials and methods to be suitable for prolonged exposure to potable water service conditions.
5. Hardware and Gaskets
   - Furnish and install stainless steel bolts, studs, and gaskets required for reassembly.
6. Labor for Assembly and Reinstallation
   - On-site labor by qualified technicians to reassemble and reinstall the repaired pumps.
   - Labor to include two technicians over a five-day period (12-hour days), or as needed for proper completion.
7. Logistics and Transportation
   - Includes technician mileage and pump transport to and from the repair facility.
   - All transportation to be handled in a manner that prevents damage and ensures integrity of components.

Deliverables:

- Two fully repaired and reinstalled pumps (Phantom Pumps 2 & 3).
- Documentation of work performed including test/balance results for impellers.
- Warranty details for parts and workmanship (to be provided by contractor).

● Any additional work outside the specified items will require written authorization and a change order.

Estimate No. EO-0052301 provided by Odessa Pumps is incorporated into this contract and attached herein. To the extent that the terms and conditions of the Estimate conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement control.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

OPTION 2 _X_

Payment is in a lump sum amount of $202,766.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPESNATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

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

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

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

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

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

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

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

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

(End of Document)

DNOW | PROCESS SOLUTIONS
Power Service • Odessa Pumps • Flex Flow • EcoVapor

Estimate No: EO-0052301
Quote Date: 6/10/2025
Expiration Date: 8/31/2025

Invoice To: A049678
CITY OF ABILENE
PO BOX 60
ABILENE TX 79604-0060
UNITED STATES

Deliver To:
CITY OF ABILENE
898 SANDY ST
ABILENE TX 79601-6120
UNITED STATES

Salesperson: OP151

Order Instructions:

BUY BOARD 672-22
PUMP, PARTS, AND LABOR FOR PHANTOM PUMPS 2&3

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	QUOTED ITEM		1.000	EA	67,153.00000	67,153.00	USD
		27CC - BOWL REPAIR (2 PUMPS)					
		Due Date: 8/31/2025					
BOWL REPAIR INCLUDES - BOWL BUSHINGS, WEAR RINGS, BOWL SHAFT, IMPELLERS TO BE BLASTED, COATED, AND BALANCED							
2	QUOTED ITEM		1.000	EA	89,957.00000	89,957.00	USD
		LINE SHAFT, OIL TUBBING, AND BEARINGS					
		Due Date: 8/31/2025					
NEW 416SS LINE SHAFT, COUPLINGS, SCH 80 SEAMLESS OIL TUBING FOR (2) PUMPS							
3	MACHINE WORK.		2.000	EA	6,428.00000	12,856.00	USD
		TUBE TENSION NUT					
		Due Date: 8/31/2025					
4	SRV/RPR_SANDBLAST		2.000	EA	7,900.00000	15,800.00	USD
		SANDBLAST/PAINT COLUMNS/HEAD/BOWLS					
		Due Date: 8/31/2025					
5	QUOTED ITEM		2.000	EA	2,500.00000	5,000.00	USD
		SSTL BOLTS, STUDS, GASKETS					
		Due Date: 8/31/2025					
6	LABOR.		1.000	EA	9,000.00000	9,000.00	USD
		ASSEMBLY AND INSTALL					
		Due Date: 8/31/2025					
2 TECHNICIANS @ 150 PER HR FOR 5 DAYS - 12 HRS							

DNOW | PROCESS SOLUTIONS
Power Service • Odessa Pumps • Flex Flow • EcoVapor

Estimate No:	EO-0052301
Quote Date:	6/10/2025
Expiration Date:	8/31/2025
Salesperson:	OP151

Invoice To: A049678

CITY OF ABILENE
PO BOX 60
ABILENE TX 79604-0060
UNITED STATES

Deliver To:

CITY OF ABILENE
898 SANDY ST
ABILENE TX 79601-6120
UNITED STATES

Order Instructions:

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
7	SRV/RPR_MILEAGE		1.000	EA	3,000.00000	3,000.00	USD

TECH MILEAGE & PUMP HAUL

Due Date: 8/31/2025

198 MI FROM SHOP TO PUMP STATION AND BACK
TRL HAUL FROM SHOP TO STATION W/ PUMP

Remit To:

ODESSA PUMPS & EQUIPMENT, INC
www.odessapumps.com
ODESSA TX 79766
UNITED STATES

Sale Amount:	202,766.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	202,766.00

Wire To:	ODESSA WF COLLECTIONS
Bank Transit Number:	12100024
Account Number:	4309182368
Payment Terms:	NET 30 DAYS
Special Instructions:	REMIT TO: ODESSA PUMPS & EQUIPMENT INC P.O. BOX 207614 DALLAS, TX 75320-7614

Approve the Contract with Odessa Pumps and Equipment for the Rehabilitation of Pumps #2 and #3 at the Lake Fort Phantom Hill Raw Water Pump Station

CITY OF ABILENE TEXAS

Lake Fort Phantom Hill Pump Rehabilitation

- Approving the Contract with Odessa Pumps and Equipment for the Rehabilitation of Pumps #2 and #3 at the Lake Fort Phantom Hill Pump Station in the Amount of $202,766.00.
- The project includes removal, inspection, and repair of the pump bowl and line shaft assemblies; installation of new stainless-steel components; surface preparation and coating; reassembly; and testing.
- These pumps are essential to the City's raw water delivery system and the continued operation of the Northeast Water Treatment Plant.

CITY OF ABILENE TEXAS

Lake Fort Phantom Hill Pump Rehabilitation

LAKE FORT PHANTOM HILL PUMPS

CITY OF ABILENE TEXAS

Approve the Contract with Odessa Pumps and Equipment for the Rehabilitation of Pumps #2 and #3 at the Lake Fort Phantom Hill Raw Water Pump Station.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Matthew Dane, Director of Water Utilities**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract With Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 2 Engineering Design and Construction Administration *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the IH-20 Utility Relocates – Phase 2 Design and Construction Administration for an amount not to exceed $1,332,500.00. The scope of work includes final design, construction bidding support, construction administration, and coordination with TXDOT for the relocation of City water and sanitary sewer utilities in conflict with the IH-20 roadway improvements from West Lake Road to Hwy 351 (TXDOT Work Authorization 1).

SPECIAL CONSIDERATIONS

The IH-20 Utility Relocates Project is being completed in response to the Texas Department of Transportation (TXDOT) project along IH-20, which includes roadway widening, ramp modifications, and drainage improvements. TXDOT has divided their IH-20 project into three Work Authorizations (WA), and this contract pertains to Work Authorization 1 (WA1), which affects City utilities from east of West Lake Road to Hwy 351.
Phase 1 – Design of the project, which included preliminary engineering and utility conflict evaluation, was approved by City Council on November 21, 2024, and is now complete. This Phase 2 contract advances the project to final design and construction administration.
Initial construction cost estimates include $12.3 million in reimbursable relocations and approximately $300,000 in City-funded betterments. TXDOT's reimbursement program includes eligible engineering and design costs in addition to construction. As such, the majority

of this professional services contract will be reimbursed by TXDOT, with only the portion attributed to betterments being funded by the City.

FUNDING/FISCAL IMPACT

The majority of the Phase 2 contract is eligible for reimbursement through TXDOT, including both design and construction administration services related to utility relocations required by their roadway improvements. The City will fund the portion of the contract associated with betterments and other non-reimbursable components using Water Utilities Capital Improvement Program (CIP) funds. Finance staff will establish a dedicated special fund to manage and track TXDOT reimbursements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Jacob & Martin, LLC for the IH-20 Utility Relocates – Phase 2 Design & Construction Administration in an amount not to exceed $1,332,500.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - PSA JM TXDOT Relocation Phase 2
2. PSA JM TXDOT Relocation Phase 2 Signed
3. 3 - Presentation - PSA JM TXDOT Relocation Phase 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC FOR THE IH-20 UTILITY RELOCATES – PHASE 2 DESIGN & CONSTRUCTION ADMINISTRATION.

WHEREAS, the City of Abilene (City) owns and operates the public water and sanitary sewer systems within the IH-20 corridor from West Lake Road to Hwy 351; and

WHEREAS, TXDOT has planned major improvements to the IH-20 corridor which conflict with existing City utility infrastructure; and

WHEREAS, the City previously authorized a Phase 1 contract for preliminary engineering on November 21, 2024, which is now complete; and

WHEREAS, City staff recommends proceeding with Phase 2 to complete final design and provide construction administration services to ensure timely relocation of water and sewer utilities; and

WHEREAS, the Professional Services Contract with Jacob & Martin, LLC for Phase 2 services is proposed in the amount not to exceed $1,332,500.00,

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

That the City Manager is hereby authorized to execute a Professional Services Contract with Jacob & Martin, LLC for the IH-20 Utility Relocates – Phase 2 Design & Construction Administration in an amount not to exceed $1,332,500.00.

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 24th day of July, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob & Martin, LLC, a Limited Liability Corporation organized under the laws of the State of Texas. ("Professional").

The City is engaged in Interstate Highway 20 Utility Relocates – Phase 1 Design and Construction Administration and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by the schedule included in Exhibit A.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

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

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By:

Name: Kirt Harle, P.E.

Title: Senior Principal

Address: 3465 Curry Lane, Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (if corporation)

_____

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See Attached Exhibit A for Scope of Services

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X__

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $(see Exhibit B for scope of work and Exhibit C for rate schedule) per hour, or per the attached schedule, not to exceed $532,500.00.

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 _X__

Payment is in a lump sum amount of $800,000.00 (see Exhibit B for payment schedule) upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ___

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

(Option 2) _X__

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Scope of Services

BACKGROUND

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

BASIC ENGINEERING SERVICES

A – <u>Design Phase</u>

1. Coordinate meetings with TXDOT and TXDOT's consultants throughout the design process to ensure that the design of utility relocations corresponds with the proposed TXDOT roadway improvement project.
2. Assist City with TXDOT permitting.
3. Prepare and furnish 50% construction drawings to TXDOT, TXDOT's consultants, and City for comments and review. Conduct a 50% construction drawings review meeting with TXDOT, TXDOT's consultants, and City. (**Deliverable 1**).
4. Incorporate all City comments from 50% review.
5. Furnish 90% construction drawings to TXDOT, TXDOT's consultants, and City for comments and review. Conduct a 90% construction drawings review meeting with TXDOT, TXDOT's consultants, and City (**Deliverable 2**).
6. Incorporate all City comments from 90% review.
7. Review TXDOT's 90% P&S Submittal for WA1 and incorporate required changes to the City utility relocations for the 100% bidding documents. Furnish 100% bidding documents including construction drawings, contract documents, and specifications to City for final review (**Deliverable 3**).
8. Finalize bidding documents incorporating City's comments (**Deliverable 4**).
9. Prepare detailed cost estimates, which shall include summaries of bid items and quantities (**Deliverable 5**).

B – <u>Bidding Phase</u>

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting.
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for proper action on all bids received.
5. Assist in the preparation of formal Contract Documents for the construction of the project and prepare construction drawings incorporating all changes that occurred during bidding process through addendums (**Deliverable 6**).

C – <u>Construction Phase</u>

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Assist City with reimbursement requests to TXDOT.
7. Assist City with all Build America Buy America (BABA) compliance documentation and reporting.
8. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
9. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
10. Review contract drawings with the assistance of the City's Project Inspector and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City along with a thumb drive containing all project related files in electronic PDF format (**Deliverable 7**).

D – <u>Additional Engineering Services</u>

1. Surveying Services:
    a. Perform required topographic for design and layout of proposed utility relocations.
    b. Perform legal surveying for identification of property boundaries and preparation of legal survey exhibits for easement acquisition.
    c. Perform construction staking to support contractors in laying out horizontal and vertical control for installation of utility relocations.

2. Construction Materials Testing:
    a. Provide construction materials testing for density control of trench backfill and pavement repairs and concrete compressive strength laboratory testing for concrete paving and flatwork repair.
3. Resident Project Representation (RPR):
    a. Provide RPR for daily observation of the construction project as described in Exhibit "D".
4. Subsurface Utility Engineering:
    a. Perform potholing of existing utility lines for identification of size, material, vertical orientation, and horizontal orientation of existing water and sewer lines.
5. Easement Acquisition Services:
    a. Perform research to determine ownership of each parcel requiring easement acquisition to accommodate proposed utility relocations.
    b. Perform site visits to each parcel either accompanied by landowner or with landowner's prior consent.
    c. Compile data and complete analysis to determine the initial offering price for acquisition of the easements.
    d. Negotiate easement at a price not to exceed the previously agreed upon initial offer amount approved by City and TXDOT.
    e. Record easements in the Official Public Records of Taylor County and provide City with an original copy of each easement as recorded.

LIST OF DELIVERABLES

- Deliverable 1 – 50% Construction Drawings
- Deliverable 2 – 90% Construction Drawings
- Deliverable 3 – 100% Construction Drawings
- Deliverable 4 – Bidding Documents
- Deliverable 5 – Opinion of Cost of Construction
- Deliverable 6 – Contract Documents and Drawings for Construction
- Deliverable 7 – Record Drawings and Project Files

SCHEDULE

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

Table 1 – Professional's Schedule

Task Description	Completion Date
Task A – Design Phase	July 14, 2025
Taks B – Bidding Phase	August 31, 2025
Task C – Construction Phase	May 31, 2026

Table 2 – TXDOT Phase 1 (WA1) Schedule

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

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Tasks A, B and C shall be at a lump sum fee of $800,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- Design Phase – 50% Construction Documents: 30% ($240,000.00)
- Design Phase - 90% Construction Documents: 20% ($160,000.00)
- Design Phase - 100% Construction Documents: 15% ($120,000.00)
- Bidding Phase: 5% ($40,000.00)
- Construction Phase: 30% ($240,000.00) *

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services described in Scope of Services for Task D (Surveying, Construction Materials Testing, Resident Project Representative, Potholing, Easement Acquisition, and Miscellaneous Engineering Expenses) shall be at a time and expense basis per the attached rate schedule included as Exhibit C with not to exceed $532,500.00. The estimated fees for each of these tasks are as follows:

- Legal, Topographic and Construction Surveying: Estimated at $150,000
- Construction Materials Testing: Estimated at $30,000
- Resident Project Representative (RPR): Estimated at $245,000
- Potholing: Estimated at $75,000
- Easement Acquisition: Estimated at $30,000
- Miscellaneous Engineering Expenses (i.e. shipping fees, etc.): Estimated at $2,500

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

EXHIBIT C
TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY RATES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	$ 235.00
Principal Engineer	215.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	135.00
Engineering Technician - 1	140.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	105.00
CAD Draftsman - 2	90.00
Engineering Intern	75.00

ARCHITECTURAL SERVICES

Principal Architect	$ 215.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	110.00
Architectural Intern	75.00

ANCILLARY SERVICES

Environmental Scientist	$ 135.00
Environmental Technician	90.00
GIS Technician - 1	135.00
GIS Technician - 2	90.00
Senior Land Man	120.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2025

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SURVEYING SERVICES

Principal Surveyor	$ 175.00
Registered Professional Land Surveyor	165.00
Surveyor-in-Training (S.I.T.)	110.00
Survey Technician	100.00
1-Man Survey Team	180.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	205.00
2-Man Survey Team	205.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
3-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	255.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	$ 115.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	140.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	105.00
Licensed Water/Wastewater Operator (A/B)	105.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

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

Effective 1/1/2025

EXHIBIT D
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES

RESIDENT PROJECT REPRESENTATIVE

The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
   a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:
    a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
    b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
    c. Maintain records for use in preparing Project documentation.
11. Reports:
    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
    b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Approve a Professional Services Contract with Jacob & Martin, LLC for the IH-20 Utility Relocates – Phase 2 Design & Construction Administration

CITY OF
ABILENE
TEXAS

IH-20 Utility Relocates – Phase 2

The scope of this project includes:

- Final design of water and sanitary sewer utility relocations
- Bidding support and coordination with prospective contractors
- Full construction administration, including inspection, submittal review, pay application approval, and progress meetings
- Ongoing coordination with TXDOT to align relocation work with their IH-20 roadway improvement schedule

CITY OF ABILENE TEXAS

IH-20 Utility Relocates – Phase 2

- TXDOT's IH-20 project impacts numerous City utilities within the corridor
- Phase 1 engineering and utility conflict analysis has been completed
- Phase 2 will advance the project to construction and provide construction oversight
- Timely execution of this work is essential to avoid delays to TXDOT’s broader transportation project

CITY OF ABILENE TEXAS

IH-20 Utility Relocates – Phase 2

- Total contract value: $1,332,500
- Majority of the contract (including engineering/design) is eligible for reimbursement from TXDOT
- Finance staff will manage reimbursements via a dedicated special fund for tracking and reporting

CITY OF ABILENE TEXAS

IH-20 Utility Relocates – Phase 2

CITY OF ABILENE TEXAS

Approve the Professional Services Contract with Jacob & Martin, LLC for the IH-20 Utility Relocates – Phase 2 Design & Construction Administration in the amount of $1,332,500.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire, Install and Implement Verkada Access Control and Surveillance Cameras in the Police Department Facility from Sigma Surveillance Inc. DBA STS360** ***(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire Verkada access control and surveillance camera hardware and services from Sigma Surveillance Inc. dba STS360 through the BuyBoard contract 751-24. The IT Department, in association with replacing the Abilene Police Department new hardware and services in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund. The IT Department requests the acquisition of this hardware and services STS360 in the not-to-exceed amount of $238,132.67. The acquisition of hardware and services from STS360 will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This item is funded through a combination of MIP, Water Utility Funds, and Court Funds.

STAFF RECOMMENDATION

To approve acquisition

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - STS360
2. STS360 - Access Control-Final
3. STS360 - Surveillance-Final
4. 20250724 - City Council - Presentation - STS360 Access Control and Cameras

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE ACQUISITION, INSTALLATION AND IMPLEMENTATION OF VERKADA ACCESS CONTROL AND SURVEILLANCE CAMERAS IN THE POLICE DEPARTMENT FACILITY FROM SIGMA SURVEILLANCE INC. DBA STS360.

WHEREAS, the City Council of the City of Abilene recognizes the need for Verkada access control and surveillance camera hardware and services from Sigma Surveillance Inc. dba STS360; and

WHEREAS, the Information Technology Department will require these products and services to support the fiscal year 2025 implementation of Verkada technologies in the Police Department facility and associated City Department in that structure; and

WHEREAS, the Information Technology Department will be replacing non-functional and end-of-life existing hardware to be acquired in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, that total fiscal year 2025 hardware, services and storage is not to exceed $238,132.67 and

WHEREAS, this acquisition will be from Sigma Surveillance Inc. dba STS360 as a provider of Verkada hardware and services through the BuyBoard contract 751-24; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of this hardware and services and storage from STS360; 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 hardware, services and storage from STS360 for a not to exceed amount of $238,132.67 in fiscal year 2025

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

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

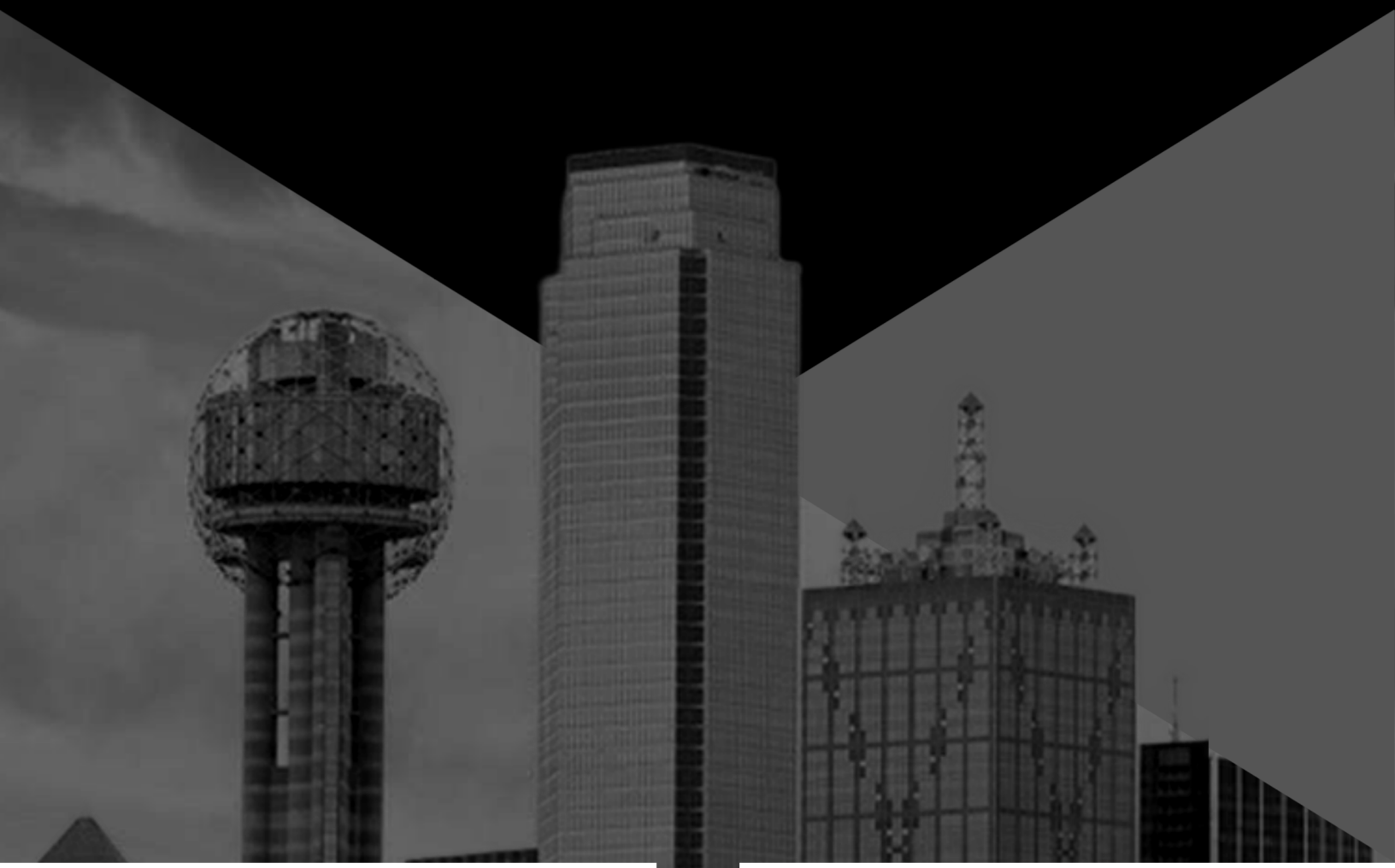
APPROVED:

_____
Stanley Smith, City Attorney

STS360 SECURITY TECHNOLOGY SOLUTIONS

TURNKEY SECURITY INTEGRATION

ADVANCED END-TO-END SECURITY SOLUTIONS



We have prepared a quote for you

Verkada Access Control Upgrade at the Police Dept.

Quote # STS360STS000445
Version 1

Prepared for:

City of Abilene - Police Department

Ted Harvey
ted.harvey@abilenetx.gov

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Statement of Work

STS360 is pleased to offer the below statement of work for The City of the Abilene through Buyboard 751-24.

STS360 will be responsible for providing a turnkey Verkada Access Control upgrade to replace the existing access control at the City of Abilene Police Department.

STS360 has proposed a solution including installation, operation and services for the complete system as requested.
STS360 will be responsible for installing, configuring and servicing the following, including but not limited to:

Management and Programming :
• Connect network to bring Verkada Panel on Portal
• Integrate Panels to Abilene Verkada Portal
• Configure Doors / Readers / DC / Rex / Lock to Verkada Panel
• Migrate Users / Badges from S2 System
• Create Access Levels
• Create Groups
• Create Time specs
• Work with PD Team for badge assignments

• Configuration

Project Implementation and Installation :
• Removal of S2 / Mercury Hardware
• Devices to be removed from MDF and 2 IDFs
• Remove doors one at a time due to security reasons
• All Doors migrating from existng system to Verkada
• Integrate Gate Readers / RFID Reader
• Install 7 - 16 port Verkada Panels to respective MDF/IDF
• Migrate Door connections Reader / DC / REX / Lock to Verkada Panel
• Testings doors

• Install Verkada intercoms
• Remove reader and install next to intercoms

It is the City's responsibility to provide the following:

- Network WAN/LAN
- PoE Network Switch Ports
- All AC Power
- Locations (wall space) for new Verkada controllers
- Electrified door hardware (must be functioning) at all 85 doors. (if found to not be functional STS360 will issue a change order to remedy)
- Card readers (must be functioning) at all doors. (if found to not be functional STS360 will issue a change order to remedy)
- Intercom locations (Cable must be functional) at all existing 5 door locations. (if found to not be functional STS360 will issue a change order to remedy)
- All access control cable to all doors must be functional. (if found to not be functional STS360 will issue a change

Statement of Work

order to remedy)
- All Credintals to migrate over to the new verkada system.

Placing a Service Request

Call Toll Free Dedicated Number: (866) 506-7446 or email techsupport@sts360.com

Our Technical Support Group (TSG) is there for you 24x7x365 and is just a phone call away. A live person will answer immediately, do some basic troubleshooting, and generate a work order while the THE OWNER is on the phone with TSG representative. If they are unable to assist you to a successful fix of the issue, they will immediately reassign the work order and contact the appropriate Level 2 support personnel who will be in contact within 2 hours or less to help resolve the issue, direct you to submit an RMA, and/ or dispatch an on-site technician. We request the party submitting the work order have some of the following information ready when calling the TSG, because the more information provided, the better we can assist in resolving the issue more expeditiously.

STS will request the following information in order to expedite service.

- Customer / Site Name
- Your Contact Information and Title
- Sales Invoice / Work Order / Or Purchase Order Number (if available)
- Pertinent Information relating to your service request
- Device IP Number / Camera Number
- Device Location
- Description of issue / concern

Hardware

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
AC62-HW	Verkada	AC62 16 Door Controller	7	$5,299.00	46.00%	$2,861.46	$20,030.22
TD53-HW	Verkada	TD53 Video Intercom Reader	5	$1,799.00	46.00%	$971.46	$4,857.30
ACCX-TBL-1	Verkada	10.2 inch iPad, 64GB	1	$731.00	45.99%	$394.80	$394.80
						Subtotal:	**$25,282.32**

Software

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
LIC-AC-5Y-CAP	Verkada	5-Year Door License, Capacity Increase	86	$999.00	46.00%	$539.46	$46,393.56
LIC-TD-5Y-CAP	Verkada	5-Year Intercom License, Capacity Increase	5	$1,249.00	46.00%	$674.46	$3,372.30

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Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Software

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
LIC-TX-5Y-CAP	Verkada	5-Year Desk Station License, Capacity Increase	1	$1,249.00	46.00%	$674.46	$674.46

Subtotal: **$50,440.32**

Services

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
TPM	STS360	Technical Management and System Programming	1	$27,969.50	50.00%	$13,984.75	$13,984.75
LABOR	STS360	Project Implementation and Installation	1	$35,293.00	50.00%	$17,646.50	$17,646.50

Subtotal: **$31,631.25**

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Verkada Access Control Upgrade at the Police Dept.

Prepared by:

STS360

Chandler Rawlings
940-366-5831
Fax (866) 223-8167
Chandler@sts360.com

Prepared for:

City of Abilene - Police Department

4565 South 1st St.
Abilene, TX 79605
Ted Harvey
(325) 676-6295
ted.harvey@abilenetx.gov

Quote Information:

Quote #: STS360STS000445

Version: 1
Delivery Date: 07/10/2025
Expiration Date: 07/25/2025

Quote Summary

Description	Amount
Hardware	$25,282.32
Software	$50,440.32
Services	$31,631.25
Total:	**$107,353.89**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Net 30-Day Payment standard.

STS360

Signature: _____

Name: Chandler Rawlings

Title: Executive Account Manager/Sales

Date: 07/10/2025

City of Abilene - Police Department

Signature: _____

Name: Ted Harvey

Date: _____

STS360

Get In Touch

WE ARE HERE TO HELP MAKE
GREAT SECURITY ACCESSIBLE

sts360.com

(972) 392-3635

@sigma-sts-360

info@sts360.com

14229 Proton Rd,
Dallas, TX 75244

Inc5000

DIR-CPO-4770

654-21

1202542335600

B10434601

STS360 SECURITY TECHNOLOGY SOLUTIONS

TURNKEY SECURITY INTEGRATION

ADVANCED END-TO-END SECURITY SOLUTIONS

We have prepared a quote for you

Verkada Video Surveillance Upgrade at the Police Dept.

Quote # STS360STS003267
Version 1

Prepared for:

City of Abilene - Police Department

Ted Harvey
ted.harvey@abilenetx.gov

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Statement of Work

STS360 is pleased to offer the below statement of work for The City of the Abilene through Buyboard 751-24.

STS360 will be responsible for providing a turnkey Verkada Video Surveillance upgrade to replace the existing at the City of Abilene Police Department.

STS360 has proposed a solution including installation, operation and services for the complete system as requested.
STS360 will be responsible for installing, configuring and servicing the following, including but not limited to:

Project Implementation and Installation :

Model	Count
CM42	43
CH52-E	6
CD63-E	3
CD63	4
CP63-E	2
CF83	5

It is the City's responsibility to provide the following:

- Network WAN/LAN
- PoE Network Switch Ports
- All AC Power
- Camera locations (Cable must be functional) at all existing 62 locations. (if found to not be functional STS360 will issue a change order to remedy)

Placing a Service Request

Call Toll Free Dedicated Number: (866) 506-7446 or email techsupport@sts360.com

Our Technical Support Group (TSG) is there for you 24x7x365 and is just a phone call away. A live person will answer immediately, do some basic troubleshooting, and generate a work order while the THE OWNER is on the phone with TSG representative. If they are unable to assist you to a successful fix of the issue, they will immediately reassign the work order and contact the appropriate Level 2 support personnel who will be in contact within 2 hours or less to help resolve the issue, direct you to submit an RMA, and/ or dispatch an on-site technician. We request the party submitting the work order have some of the following information ready when calling the TSG, because the more information provided, the better we can assist in resolving the issue more expeditiously.
STS will request the following information in order to expedite service.

- Customer / Site Name
- Your Contact Information and Title
- Sales Invoice / Work Order / Or Purchase Order Number (if available)
- Pertinent Information relating to your service request

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Statement of Work

- Device IP Number / Camera Number
- Device Location
- Description of issue / concern

Hardware

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
CD52-256-HW-F	Verkada	CD52-F Indoor Dome Camera, 256GB, 30 Days Max, FIPS	47	$1,399.00	46.00%	$755.46	$35,506.62
CH52-1TBE-HW-F	Verkada	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max,	6	$4,099.00	46.00%	$2,213.46	$13,280.76
CD52-256E-HW-F	Verkada	CD52-E-F Outdoor Dome Camera, 256GB, 30 Days Max,	3	$1,599.00	46.00%	$863.46	$2,590.38
CP63-1TBE-HW-F	Verkada	CP63 Outdoor PTZ Camera, 1TB, 30 Days Max, FIPS, TAA	2	$5,199.00	46.00%	$2,807.46	$5,614.92
CF83-512E-HW-F	Verkada	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max,	5	$1,999.00	46.00%	$1,079.46	$5,397.30
ACC-MNT-PEND-1	Verkada	Pendant Cap Mount	2	$69.00	46.00%	$37.26	$74.52
ACC-POE-90W-E-NA	Verkada	Outdoor 90W PoE++ (802.3bt-2018) Injector, GigE, NAType B	8	$299.00	46.00%	$161.46	$1,291.68
RPM	Hikvision	RPM Universal Roof Parapet Mount (White)	8	$175.00	31.46%	$119.94	$959.52

Subtotal: **$64,715.70**

Software

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
LIC-CH52-5Y-CAP	Verkada	5-Year CH52 Multisensor Camera License, Capacity	6	$2,699.00	46.00%	$1,457.46	$8,744.76
LIC-CAM-5Y-CAP	Verkada	5-Year Camera License, Capacity Increase	57	$899.00	46.00%	$485.46	$27,671.22

Subtotal: **$36,415.98**

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Services

Part Number	Mfg.	Description	Qty	MSRP	BB Discount	Unit Price	Ext. Price
TPM	STS360	Technical Management and System Programming	1	$8,636.60	45.37%	$4,718.30	$4,718.30
LABOR	STS360	Project Implementation and Installation	1	$48,257.60	48.34%	$24,928.80	$24,928.80

Subtotal: **$29,647.10**

14229 Proton Rd
Dallas, Texas 75244
sts360.com
(972) 392-3635

STS360 SECURITY TECHNOLOGY SOLUTIONS

Verkada Video Surveillance Upgrade at the Police Dept.

Prepared by:

STS360

Chandler Rawlings
940-366-5831
Fax (866) 223-8167
Chandler@sts360.com

Prepared for:

City of Abilene - Police Department

4565 South 1st St.
Abilene, TX 79605
Ted Harvey
(325) 676-6295
ted.harvey@abilenetx.gov

Quote Information:

Quote #: STS360STS003267

Version: 1
Delivery Date: 07/10/2025
Expiration Date: 07/18/2025

Quote Summary

Description	Amount
Hardware	$64,715.70
Software	$36,415.98
Services	$29,647.10
Total:	**$130,778.78**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Net 30-Day Payment standard.

STS360

Signature: _____

Name: Chandler Rawlings

Title: Executive Account Manager/Sales

Date: 07/10/2025

City of Abilene - Police Department

Signature: _____

Name: Ted Harvey

Date: _____

STS360

Get In Touch

WE ARE HERE TO HELP MAKE
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sts360.com

(972) 392-3635

@sigma-sts-360

info@sts360.com

14229 Proton Rd,
Dallas, TX 75244

Inc5000

DIR-CPO-4770

654-21

1202542335600

B10434601

Verkada

Access Control and Surveillance Cameras

July 24, 2025

CITY OF ABILENE TEXAS

Verkada Products and Services

Requirement:

- Current system is not fully functional, does not meet the City's current standard, and poses a security risk as well as a compliance issue
- Verkada access control and surveillance products, the City's standard, are required to replace this system
- This system serves the Police Department facility to include the Child Advocacy Center, Municipal Court, and Water Customer Service
- These service are available from STS360 through the BuyBoard 751-24 Contract in the not-to-exceed amount of $238,132.67

IT Department Recommendation

- Endorses the requested approval and acquisition of Verkada products and services required in the amount of $238,132.67

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Manage Technology Projects and Initiatives from Computer Task Group (CTG), Inc. *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires professional services to support management and execution of technology projects and initiatives from Computer Task Group (CTG), Inc. in the City's implementation of technology systems and solutions. These services will be acquired via the Texas DIR-CPO-5587 contract in the not-to-exceed amount of $220,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

These services are budgeted for and funded by MIP funds.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - PM - CTG
2. ContractsManual-ProfessionalServicesContract(Other)-CTG Professional Services
3. CTG SOW Professional Services
4. 20250724 - City Council - Presentation - PM - CTG

RESOLUTION NO. 2025-XX

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

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

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

WHEREAS, those services will provide for the management and execution of technology projects and initiatives; and

WHEREAS, this will be accomplished in the not-to-exceed amount of $220,000; and

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

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

Part 1: That the City Council approves the acquisition of professional services from CTG, Inc. for a not-to-exceed amount of $220,000 in fiscal year 2025

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

ADOPTED this 24th day of July, 2025.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This Contract, dated the 24 day of July, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Computer Task Group, Inc. (CTG) ("Professional").

The City is engaged in various IT-related projects and initiatives and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

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

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by July 31, 2026

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___4.	Professional Liability	$500,000 combined single limit (per occurrence)
_X_5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

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

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

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Emily Crawford

Title: City Manager

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Computer Task Group, Incorporated (CTG) shall provide professional consulting services to the City of Abilene on a time and materials basis to support various IT-related initiatives. The City may request assistance for multiple concurrent or phased projects throughout the duration of this engagement. These services shall be governed by the Professional Services Contract and this Scope of Services.

CTG will furnish a pool of qualified technical and project management resources to support the implementation, management, and delivery of City-led projects. Specific project needs will be initiated by the City through formal project requests and will proceed only upon the issuance of a written Notice to Proceed (NTP). Each NTP will outline the specific deliverables, timelines, staffing requirements, and estimated effort for the associated project.

CTG's services may include, but are not limited to:

Project and program management

Technical architecture and infrastructure design

Network engineering and systems administration

Cloud and storage engineering

Organizational change management

Project coordination and documentation support

CTG will perform these services utilizing a hybrid delivery model (remote and onsite) as needed. All deliverables and hours will be mutually agreed upon in the NTP. CTG shall invoice the City monthly based on actual hours worked at the rates specified in the attached SOW. The not-to-exceed amount for this engagement is $200,000, with an additional allocation of up to $20,000 for reimbursable travel expenses, subject to the City's prior approval and travel policy.

The anticipated term of this agreement is from August 1, 2025, through July 31, 2026, with potential for extensions upon mutual written agreement.

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 $Click or tap here to enter text. per hour, or per the attached schedule, not to exceed $220,000.00.

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

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

(Option 2) ___

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prepared for

City of Abilene

Statement of Work – Professional Services Engagement

July 16, 2025

CTG

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

www.ctg.com

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Statement of Work

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

1. CTG Understanding

City of Abilene has a number of project activities that will need additional support. In order to support these projects, City of Abilene has requested a pool of project resources to be available to assist in the implementation of projects as needed. The individual projects will be defined through a process that will define the individual requirements.

2. Scope

CTG will make available a pool of qualified resources to support various projects as requested by the City of Abilene. Each project will be initiated through a formal project request and will proceed only upon issuance of a Notice to Proceed (NTP). The specific deliverables, timelines, and resource requirements for each project will be defined in the respective project requests. Approach

3. Approach

- City of Abilene submits a request for project assistance
- CTG defines with City of Abilene the hours and deliverables to be achieved.
- A NTP will be issued, and project resource will be billed based on the resource type required and agreed upon staffing hours in the NTP.

4. Project Deliverables

- Project Deliverables will be defined based on individual project requests and defined within the NTP.

5. Timeline

This project is anticipated to commence on or around August 1, 2025 and extend for approximately 12 months, concluding on July 31, 2026. This timeline is provided as an estimate based on current information. The actual project timeline will be established and mutually agreed upon. City of Abilene will provide CTG consultants (on this project) with access to their environment in a timely manner.

6. Team

CTG Team structure for this project is in the table below. All work will be performed in a hybrid model of remote and onsite. CTG Delivery Director will confirm the project scope, responsibilities, deliverables, and status report frequency.

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

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CTG Team	
Oversight and Relationship Management (Non-Billable)	
CTG Senior Client Partner	Scooter Beachum
CTG Vice President	Barbara Locklair
CTG Delivery Director	Angela Koehler/Curtis Kogelman
Delivery Team (Billable)	
Program Manager	Manages a portfolio of related projects, ensuring coordination, prioritization, and alignment with business objectives. Facilitates cross-functional collaboration and oversees program-level risks and dependencies. Provides executive-level reporting and strategic guidance.
Sr Project Manager	Leads complex, high-visibility projects with significant business impact. Manages scope, schedule, budget, and stakeholder communication with a focus on risk mitigation. Mentors junior project managers and ensures adherence to project management best practices.
Project Manager	Plans, executes, and closes projects within defined scope, time, and cost constraints. Coordinates teams, manages deliverables, and communicates progress to stakeholders. Ensures project objectives are met and issues are resolved promptly.
Project Coordinator	Supports project managers by tracking schedules, updating documentation, and coordinating meetings. Assists with reporting, resource logistics, and communication across teams. Plays a key role in maintaining project momentum and administrative accuracy.
Lead Technical Architect	Designs and governs the overall technical architecture for enterprise solutions. Leads technical decision-making, ensures scalability and security, and mentors engineering teams. Acts as a bridge between business requirements and technical implementation.
Technical Architect	Develops detailed technical designs and ensures alignment with architectural standards. Collaborates with developers and stakeholders to implement scalable and maintainable solutions. Provides technical oversight throughout the project lifecycle.
Network Engineer	Designs, implements, and maintains network infrastructure to ensure secure and reliable connectivity. Troubleshoots network issues and optimizes performance across LAN, WAN, and cloud environments. Supports network security and compliance initiatives.
Infrastructure Systems Engineer	Builds and maintains core IT infrastructure including servers, storage, and virtualization platforms. Ensures system reliability, performance, and disaster recovery readiness. Collaborates with security and operations teams to support enterprise workloads.
Cloud Systems Engineer	Designs and manages cloud-based infrastructure and services across platforms like Azure or AWS. Automates deployments, monitors performance, and ensures compliance with cloud governance policies. Supports hybrid environments and cloud migrations.
Storage Engineer	Manages enterprise storage systems, including SAN, NAS, and backup solutions. Ensures data availability, integrity, and performance across

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CTG Team	
	environments. Supports capacity planning and disaster recovery strategies.
Systems Administrator	Maintains and supports servers, operating systems, and enterprise applications. Performs routine maintenance, patching, and user access management. Troubleshoots system issues and ensures uptime and security compliance.
OCM Lead	Drives change initiatives by developing and executing strategies that support user adoption and minimize resistance. Focuses on communication, training, and stakeholder engagement to ensure smooth transitions during organization or system changes.

7. Professional Fees

All services will be performed on a time and materials basis. CTG will invoice City of Abilene for actual hours expended monthly at the rate listed in the table below. The total not-to-exceed value for professional services under this SOW is $200,000. In addition, up to $20,000 may be allocated for travel expenses, subject to prior approval and in accordance with the City of Abilene travel policy.

CTG Resources	Hourly Special Rate
Program Manager	$185
Sr Project Manager	$165
Project Manager	$150
Project Coordinator	$115
Lead Technical Architect	$225
Technical Architect	$195
Network Engineer	$145
Infrastructure Systems Engineer	$145
Cloud Systems Engineer	$160
Storage Engineer	$145
Systems Administrator	$130
OCM Lead	$275

Pricing Assumptions

- Program Manager will be engaged at least 32 Hours per month across all NTP engagements
- Lead Technical Architect will be engaged at least 32 Hours per month across all NTP engagements

Expenses

In addition to invoicing for the professional fees specified above, CTG shall pass through all reasonable out-of-pocket expenses incurred by CTG personnel during project-related travel. CTG shall only incur expenses necessary

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for successful completion of this project and shall make every effort to minimize travel expenses, whenever possible throughout the course of the project.

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

8. Miscellaneous

Change Order/Extensions

Change Order

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

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

Extensions

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

Responsibilities

- City of Abilene shall assign a liaison to work with the CTG Delivery Director to facilitate access to City of Abilene's information, documentation, and personnel. The liaison shall:
  - Serve as a first point of contact for day-to-day matters working with the CTG Team.
  - Ensure appropriate review and response to all deliverables within five (5) business days of delivery, working with CTG and City of Abilene participants, unless otherwise mutually agreed upon in writing. All deliverables shall be deemed accepted unless a written account of deficiencies is presented to CTG within this period. Any changes to the deliverables requested after the fifth (5th) business day shall be considered under the defined Change Order procedure. All deliverable issues must be presented to CTG in writing as per the agreed-upon Change Order.
- City of Abilene's staff shall coordinate, identify, and ensure participation of key subject matter experts (SME) (system, technical, and end user SMEs) knowledgeable of the project.
- CTG shall implement and maintain appropriate security measures to ensure timely access to City of Abilene systems. CTG shall safeguard all access credentials. Upon the conclusion of the project or the termination of any CTG personnel, CTG shall coordinate with City of Abilene to revoke or deactivate digital access credentials in accordance with City of Abilene's security policies.
- CTG shall not be held responsible for the accuracy of the information provided to CTG by City of Abilene or any third party.

Critical Success Factors

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

- The project depends on the availability and cooperation of the key stakeholders, including the business owners, managers, IT staff, and end users.
- The commitment of City of Abilene executive management to the project is essential.

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

Risk and Mitigation Strategies

The primary risks associated with this project are as follows:

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

The mitigation strategies for these risks are as follows:

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

Termination

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

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9. Acceptance

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

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

	City of Abilene	Computer Task Group, Incorporated
Accepted By:		
Name:		Scooter Beachum
Title:		Senior Client Partner
Date:		July 16, 2025

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Computer Task Group (CTG), Inc.

Project Management Services

July 24, 2025

CITY OF ABILENE TEXAS

CTG, Inc. - Professional Services

Professional Services Requirement:

- Professional services are required to support the management and execution of technology projects and initiatives
- These services are managed as-needed-services through negotiating the work and commissioning that through issuing notices-to-proceed
- This Scope of Service has been negotiated with Computer Task Group (CTG), Inc. through the Texas DIR-CPO-5587 Contract

IT Department Recommendation

- Endorses the requested approval and acquisition of professional services required to support the management and execution of technology projects and initiatives in the not-to-exceed amount of $220,000

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the 2025-2029 Consolidated Plan, FY 2025-2026 Action Plan, and Proposed Use of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds *(Tim Littlejohn)***

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

A public hearing and 6 community neighborhood meetings were held to receive input for the FY 2025/2029 Consolidated Plan and Action Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds. Funding applications were accepted from May 5, 2025–May 16, 2025. The proposed budget for the FY 2025/2026 Action Plan was published in the Abilene Reporter-News on June 22, 2025 (which began the HUD-required comment period). The FY 2025/2029 Consolidated Plan and Action Plan must be received by HUD no later than August 15, 2025.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2025 Entitlements of $912,242 CDBG and $472,181.76 HOME. In addition, the City anticipates that it will receive $7,500 program income from the CDBG and $9,000 program income from the HOME program during FY 2025/2026.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution approving the FY 2025/2026 One-Year Action Plan for the use of CDBG and HOME funds.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. Draft Consolidated Plan Abilene TX FINAL (1)
3. Abilene_CP_Council Meeting_7.24.25 (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ABILENE, TEXAS, APPROVING THE FY 2025/2029 CONSOLIDATED PLAN AND FY 2025/2026 ACTION PLAN AND PROJECTED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS

WHEREAS, it is desirable and in the public interest that the City of Abilene request funds under the Community Development Block Grant Program and Home Investment Partnerships Program, authorized under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, for the City of Abilene situated in the Counties of Taylor and Jones, State of Texas; and

WHEREAS, a minimum of two public hearings and six community meetings have been held as required by 24 CFR Part 91.105, Consolidated Plan for Community Planning and Development Program Final Rule, at which interested members of the public were invited to offer comments on housing and community development needs and funding requests/proposals; and

WHEREAS, the primary objective of the Community Development Program is to develop a viable urban community, including decent housing and a suitable living environment, and to expand economic opportunities principally for persons of low and moderate income. Consistent with the 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 Federal regulations; 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 Americans. Consistent with the 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;

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

Part 1. That the FY 2025/2029 Consolidated Plan and FY 2025/2026 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.

Part 2. That, upon approval, FY 2025/2029 Consolidated Plan and FY 2025/2026 Action Plan be submitted to the United States Department of Housing and Urban Development.

Part 3. 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 objectives above.

Part 4. 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 5. That this resolution shall take effect immediately from and after its passage.

ADOPTED this July 24th, day of 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

City of Abilene, TX

Draft 2025-2029 Consolidated Plan and 2025 Annual Action Plan: For Public Comment

FY 2025/26 – FY 2029/30

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Abilene's 2025-2029 Consolidated Plan guides the City's use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Grant (HOME) funding during the five year period from October 1, 2025 to September 30, 2030, meeting the U.S. Department of Housing and Urban Development (HUD) statutory requirements in 24 CFR 91.200-91.230. The major sections of the plan include the following:

- Consultation and Citizen Participation: Provides an overview of the City's outreach efforts to citizens and local and regional agencies and organizations to inform Plan development.
- Housing and Homeless Needs Assessment: Assesses data on housing and homeless needs in the City to help identify priority needs in the City which funding may be used to address.
- Housing Market Analysis: Defines the current housing market environment in which funds are being used.
- 5-year Strategic Plan: Addresses specific priority needs in the City that were identified in the data analysis, with associated goals and outcome metrics identified to address the needs.
- 1-year Action Plan: A subset of the Strategic Plan, laying out projects to be undertaken in 2025 to meet the goals defined in the Strategic Plan.

The Consolidated Plan can be used by organizations in the community as a guide for identifying activities through which they can help the jurisdiction reach their housing and community development goals. The Consolidated Plan also serves as the baseline for measuring program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER) required by HUD for each fiscal year's funding allocation.

The Consolidated Plan provides a strategic plan for meeting priority needs that were identified through the community participation process. The analytical portions of the document use 2019-2023 5-year estimates from the U.S. Census' American Community Survey and 2017-2021 CHAS data provided by HUD. Other data sources include local data from the Abilene Housing Authority and the local Continuum of Care (CoC), plus a survey of local and regional organizations that was used to assist in prioritizing needs.

Summarize the objectives and outcomes identified in the Plan.

During the process of developing this Consolidated Plan, the City identified the following six priority needs and associated objectives:

1. Housing
    a. Maintain, rehabilitate and improve existing single-family housing units, including emergency repairs
    b. Increase the availability, financial accessibility and support for affordable home ownership opportunities

   c. Increase the availability, financial accessibility and support of affordable and subsidized rental units
   d. Support the expansion of education and enforcement of safety codes and/or services to improve conditions of housing through demolition and through the removal of slum/blight
   e. Increase the availability, financial accessibility and support for handicap accessible/disabled and senior housing
   f. Educate renters and landlords on all aspects of fair housing practices to include, but not limited to, property maintenance and environmental hazards
2. Community Services (Public Services)
   a. Support the expansion of comprehensive affordable health/dental, substance abuse, and mental health services
   b. Provide and expand social and recreational services and facilities including but not limited to, youth, seniors and individuals with disabilities
   c. Expand crime prevention strategies, law enforcement services, code enforcement, and domestic violence/child abuse services
   d. Support maintenance, enhancement and expansion of quality childcare
   e. Support maintenance, enhancement, and expansion of transportation services
   f. Support maintenance, enhancement, and expansion of meals/food pantry services
3. Economic Development
   a. Support maintenance, enhancement and expansion of technical assistance to small businesses
   b. Support the development of job skills training for youth, workforce development and job creation
4. Community and Public Facilities
   a. Provide and maintain adequate public and community facilities, recreational facilities and infrastructure especially in low- to moderate-income (LMI) areas, including green spaces
   b. Provide and maintain adequate transportation facilities and enhance pedestrian, bike, and traffic safety
5. Public Improvements and Public Infrastructure
   a. Support maintenance, enhancement and expansion of streets, sidewalks, drainage, water and sewer connections
6. Homeless Needs and Services
   a. Support mental health/supportive services
   b. Support homeless prevention and emergency assistance services
   c. Provide and maintain homeless facilities, transitional housing facilities, emergency housing, domestic violence shelters, unaccompanied youth and ex-offenders

This led to the identification of three goals to address the priority needs:

1. Provide Safe, Decent, Affordable Housing
2. Revitalize Neighborhoods
3. Increase Access to Services and Infrastructure

Evaluation of Past Performance

Abilene has a history of successful programs funded through the CDBG and HOME grant programs. During the 2020-2024 Consolidated Plan period, the City:

- Rehabilitated owner-occupied housing through the Critical/Limited Repair, Single-Family Rehabilitation/Reconstruction, and Neighborhood Revitalization programs
- Provide direct financial assistance for down payment and other costs to first-time homebuyers through the First-Time Homebuyer Program
- Constructed new single-family, owner-occupied units in partnership with Habitat for Humanity
- Demolished homes deemed beyond repair
- Supported activities and facility improvements for public service organizations in the community

Details of past performance can be found in the City's Consolidated Annual Performance and Evaluation Reports (CAPERs).

Summary of Citizen Participation Process and Consultation Process

Stakeholder Engagement

The City launched a survey soliciting input from local and regional organizations on May 22, 2025 that remained open through June 6, 2025. The survey was marketed through the Community Foundation of Abilene (CFA). A list of organizations the CFA e-blasted the survey opportunity to is provided in the appendix. The City received 35 responses, which are summarized in the appendix.

Community Engagement

The City’s Office of Neighborhood Services held a public hearing and a series of public meetings to introduce the public to the Consolidated Plan process and solicit input on community needs and priorities. Staff mailed invitations to its previous funding recipients, posted electronic news releases on the City’s Facebook page and website, and sent flyers to the Abilene Housing Authority to market the engagement opportunities.

The public hearing was held on April 28, 2025 at 10:00 am at the Council Chambers in City Hall (555 Walnut). The public meetings were held on the following days at various community facilities:

- April 28, 2025 at 4:00 pm (Health Department)
- April 29, 2025 at 10:00 am (South Branch Library)
- April 29, 2025 at 5:30 pm (South Branch Library)
- April 30, 2025 at 10:00 am (Christian Service Center)
- May 1, 2025 at 11:00 am (Mockingbird Library)
- May 2, 2025 at 4:00 pm (Mockingbird Library)

The City received several questions from the public at these meetings, as well as a suggestion that the City market its housing programs at Abilene Housing Authority meetings and via media outlets.

Public Hearing

The public hearing soliciting public input on the prioritization of goals during the development of the Consolidated Plan was held on April 28, 2025, as noted above.

Public Review

The Draft Consolidated Plan and Annual Action Plan is available for a 30-day public comment period from June 23, 2025 through July 23, 2025. A public hearing will be held on July 24, 2025 to solicit public feedback about the plans.

Summary of Public Comments

A summary of the comments received during the 30-day comment period will be included in the appendix of this document.

Summary of Comments or Views Not Accepted and Reasons for Not Accepting Them

All comments were taken into consideration. No comments were not accepted.

Summary

This plan provides a framework through which Abilene manages its federal entitlement programs related to community development and homeless assistance. Data from the American Community Survey, Comprehensive Housing Affordability Strategy (CHAS), and other local sources was used to develop the needs assessment and market analysis. The City worked with local service providers and other concerned residents to develop the strategic plan and annual action plan, both designed to address needs within the City.

A summary of the citizen participation and consultation are included in the appendix, including results from the organization survey.

Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following is the agency responsible for preparing the Consolidated Plan and for administration of each grant program and funding source

Table 1: Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	City of Abilene	Neighborhood Services
HOME Administrator	City of Abilene	Neighborhood Services

Narrative (optional)

The City of Abilene (City) followed its designated Community Participation Plan while developing the 2025-2029 Consolidated Plan and 2025 Annual Action Plan. The City's Planning and Development Department Office of Neighborhood Services serves as the lead agency responsible for administering programs related to:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Grant (HOME)

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

Introduction

The City of Abilene's Office of Neighborhood Services is working to build new relationships and partnerships. The City works with a wide variety of agencies, organizations, and service providers in an effort to bring various viewpoints to bear in the identification of local housing and public service needs. The City's ongoing engagement with these entities, as well as targeted meetings and a survey designed to solicit input specifically on the community's needs and priorities in the context of this Consolidated Plan, were used to inform the development of the plan. The City is also a member of the local West Texas Homeless Network (WTHN) and the Texas Homeless Network (THN).The City invited agencies that were previous funding recipients and includes business and community leaders, agencies and individuals that are involved in the housing industries, community development work and non-profits to attend public hearings and community meetings to discuss the needs within the Abilene community.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has strong ongoing relationships with local and state funded agencies working on housing development activities and medical/mental health issues, as well as other service agencies and providers. The City meets with staff/members of the Abilene/Taylor County Public Health District, Boots on the Ground, Dyess We Care Team, Abilene Hope Haven, Abilene Police Department, West Central Texas Area Agency on Aging, Noah Project of Abilene, Betty Hardwick, West Texas Homeless Network, Meals on Wheels, the Basic Needs Network, Adult Protective Services, the Friendship House Association, Interested Citizens of Abilene North

and the Sears Neighborhood Association members to discuss how efforts and services might be coordinated. Through the Continuum of Care process, the City maintains relationships with mental health providers, homeless shelter and services providers, and other governmental agencies with specific responsibilities for homeless individuals and families.

The City also participates in a variety of other coalitions that seek to address other issues that relate to housing, veterans' needs, and service needs. Staff from Abilene participate in the development of the Continuum of Care, working with area service providers to include City resources, to the extent possible, in the provision of services to homeless individuals and families in Abilene. Office of Neighborhood Services (NS) staff attend meetings hosted by four groups that address local homelessness issues, such as the West Texas Homeless Network (WTHN) monthly meetings; the state homeless agency of Texas Homeless Network (THN); quarterly meetings of the Basic Needs Network (BNN); and the local group Collective Impact.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Abilene is a part of the Continuum of Care System through the Texas Balance of State CoC. Many entities, including social service providers, realtors, mental health agencies, Hope Haven-Bridge 2 Hope, Veteran organizations, United Way, the City of Abilene, Abilene Housing Authority (AHA), local churches, and state agencies, hold a Homelessness Crisis Response System meeting to identify needs and next steps. Social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including

abused women and children and substance abusers. The City of Abilene participates in submitting and supporting applications for funding for homeless initiatives to the Texas Balance of State Continuum of Care, through the local homeless coalition. The Office of Neighborhood Services is also a member of the Basic Needs Network which meets quarterly to learn and exchange information to prevent homelessness and address other issues such as returning veterans and other situations that families or individuals may face.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Abilene does not receive ESG funds or use the HMIS.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2: Agencies, groups, organizations who participated

Agency / Group / Organization	Agency / Group / Organization Type	What section of the Plan was addressed by Consultation?	How was the agency/group/ organization consulted? What are the anticipated outcomes of the consultation or areas for improved coordination?
Habitat for Humanity	Housing	Housing Need Assessment; Homelessness Strategy; Non-Homeless Special Needs; Market Analysis; Economic Development	Participated in public meeting and offered insight on the organization's plans for additional housing production.
Abilene Housing Authority	Housing PHA	Housing Need Assessment; Homelessness Strategy; Market Analysis	Provided information for the Plan's data and strategy related to the PHA.
Betty Hardwick Center	Homeless Services	Housing Need Assessment; Homelessness Strategy; Market Analysis	Provided information for the Plan's data and strategy related to homelessness.
West Texas Homeless Network	Homeless Services; CoC	Housing Need Assessment; Homelessness Strategy; Market Analysis	Provided information for the Plan's data and strategy related to homelessness.

Community Foundation of Abilene	Housing Services; Homeless Services	Housing Need Assessment; Homelessness Strategy; Non-Homeless Special Needs; Market Analysis; Economic Development	Advertised the survey to agencies that serve Abilene residents to collect community needs and priority information for the Consolidated Plan.
Neighborhood Services Advisory Board	Housing; Homeless Services; Business Leaders; Civic Leaders; Neighborhood Organization	Housing Need Assessment; Homelessness Strategy; Non-Homeless Special Needs; Market Analysis; Economic Development	This is a group of residents that serves as an advisory body providing recommendations and guidance to the City of Abilene regarding community development funding and initiatives, particularly within low- and moderate-income neighborhoods.
Basic Needs Network	Housing; Homeless Services	Housing Need Assessment; Homelessness Strategy; Non-Homeless Special Needs; Market Analysis	Meets quarterly with the City of Abilene to coordinate services.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3: Agencies, groups, organizations who participated

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Annual Report	Texas Homeless Network	The Texas Homeless Network produces Annual Reports that summarizes accomplishments for the past year and lays out “What’s Next,” which includes the organization’s upcoming overall strategic direction, advocacy plans, and a plan for carrying out the activities identified in the organization’s Action Plan for the year. The organization was consulted to align Consolidated Plan goals with Network’s upcoming plans.
Continuum of Care	West Texas Homeless Network	The City staff participate in the CoC process, and the goals of Strategic Plan align with CoC in provision of affordable housing options, and services to persons at risk of homelessness and homeless persons.
Five Year and Annual Plan	Abilene Housing Authority	The PHA plan provides details about agency operations and programs, including participants for the upcoming year. Both the PHA plan and the Consolidated Plan aim to help very low-income households secure housing.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City will continue to work hand in hand with the Texas Homeless Network and its state partners as it implements the activities in this Consolidated Plan. The City has a longstanding relationship with this organization and actively coordinates activities on an annual basis.

Narrative (optional)

The City invited past funding recipients to a public hearing and a series of public meetings during the development of this Consolidated Plan. The City also launched a survey to poll community organizations on needs and priorities in the City related to housing and public services. There were a variety of agencies that responded to the survey to provide information to support the development of the plan, including health and human service providers, advocacy or legal service organizations, providers of Internet or broadband services, housing and homeless service providers and organizations that provide services to people with disabilities.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting.

The City's Office of Neighborhood Services held a public hearing and a series of public meetings to introduce the public to the Consolidated Plan process and solicit input on community needs and priorities. Staff mailed over 200 invitations to its previous funding recipients, posted electronic news releases on the City's Facebook page and website, and sent flyers to the Abilene Housing Authority to market the engagement opportunities.

The hearing was held on April 28, 2025 at 10:00 am at the Council Chambers in City Hall (555 Walnut).

The six public meetings were held from April 28-May 2, 2025, at various community facilities. The City received several questions from the public at these meetings largely regarding the eligibility details and program regulations for City housing programs, as well as one comment suggesting the City attend Abilene Housing Authority meetings to educate their residents and speak on news or radio programs. Habitat for Humanity spoke at one of the public meetings regarding its upcoming housing production plans, which the City will use to coordinate its housing production goals in this Consolidated Plan.

A public hearing will be held on July 24, 2025 to solicit public feedback about the plans.

Narrative (optional):

Table 4: Citizen Participation Outreach						
Sort Order	Mode of Outreach	Target of Outreach	Summary of response / attendance	Summary of comments received	Summary of comments not accepted & reason	URL (if applicable
1	Flyer	• Minorities • Persons with disabilities • All citizens and neighborhood residents	Flyer was distributed in April 2025 to three public libraries, posted online on the websites and social media sites of the City and nonprofit partners, posted in several local churches, and emailed to more than 100 nonprofits.	NA	NA	NA
2	Public hearing	• Minorities • Persons with disabilities • All citizens and neighborhood residents	April 28, 2025 at 10:00 am (Council Chambers in City Hall - 555 Walnut) 8 in attendance.	The public asked questions about city housing programs.	NA	NA
3	Public meeting	• Minorities • Persons with disabilities • All citizens and neighborhood residents	April 28, 2025 at 4:00 pm (Health Department) 6 in attendance.	The public asked questions about city housing programs.	NA	NA
4	Public meeting	• Minorities • Persons with disabilities • All citizens and neighborhood residents	April 29, 2025 at 10:00 am (South Branch Library) 4 in attendance.	The public asked questions about city housing programs.	NA	NA
5	Public meeting	• Minorities • Persons with disabilities • All citizens and neighborhood residents	April 29, 2025 at 5:30 pm (South Branch Library) 8 in attendance.	A citizen suggested the City attend Abilene Housing Authority meetings to educate residents and speak on news or radio programs about its programs.	NA	NA
6	Public meeting	• Minorities • Persons with disabilities • All citizens and neighborhood residents	April 30, 2025 at 10:00 am (Christian Service Center) 6 in attendance.	The public asked questions about city housing programs.	NA	NA
7	Public meeting	• Minorities • Persons with disabilities	May 1, 2025 at 11:00 am (Mockingbird Library)	The public asked questions about city housing programs.	NA	NA

		• All citizens and neighborhood residents	7 in attendance.	Habitat for Humanity commented on its upcoming plans.		
8	Public meeting	• Minorities • Persons with disabilities • All citizens and neighborhood residents	May 2, 2025 at 4:00 pm (Mockingbird Library) 7 in attendance.	The public asked questions about city housing programs.	NA	NA
9	Public hearing	• Minorities • Persons with disabilities • All citizens and neighborhood residents	July 24, 2025 at 8:30 am (Council Chambers)			

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The following is a summary of the projected housing needs and non-housing needs for the City of Abilene over the upcoming five-year period. The Needs Assessment identifies the needs with the highest priority, which forms the basis for the Strategic Plan section and the programs and projects to be administered. Housing data included in this portion of the plan has been collected from the American Community Survey (ACS) data (2014-2018 and 2019-2023 5-year estimates), HUD's Comprehensive Housing Affordability Strategy (CHAS) 2017-2021 data, the Texas Balance of State Continuum of Care (CoC), Abilene Housing Authority (AHA), and through consultation with social service agencies and other entities.

The Needs Assessment includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

For the purposes of this plan, the following definitions for income will be used throughout the plan:

- 0-30% AMI = extremely low-income
- 30-50% AMI = very low-income
- 50-80% AMI = low-income
- 80-100% AMI = moderate-income

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Abilene, Texas, located in Taylor and Jones counties, is the principal city of the Abilene metropolitan statistical area. According to 2023 5-year U.S. Census American Community Survey (ACS) estimates, Abilene has a population of 130,093 people. The city's population has remained relatively stable, with an increase of only 5.2% since 2018. Between 2018 and 2023 the number of households increased at a faster rate, increasing by 10.3% from 42,327 households to 46,682 households. Small family households are the most common household type, representing 42.1% of all households in Abilene (Table 6). Between 2018 and 2023, the median household income in Abilene increased from $47,689 to $62,720, representing an 8.9% increase adjusted for inflation.

CHAS data, as shown in Table 6, provides household income distribution data by HUD Area Median Family Income (HAMFI) or Area Median Income (AMI). Households at 80% and below HAMFI are considered low- and moderate-income (LMI) households. Of the 45,530 Abilene households recorded in CHAS data shown in Table 6, approximately 17,900 households, or 39.3%, are categorized as LMI households. Households with at least one-person aged 75+ or one or more children aged six or younger have a higher percentage of LMI households than the city overall, with 49.6% and 40.4% LMI households, respectively. Although only 31.9% of small family households are considered LMI, this is the household type that has the greatest number of households that are LMI at 6,115 households, compared to other household types, because it is Abilene's most common household type.

Table 5: Demographics

Jurisdiction	2018	2023	% Change 2018-2023
Population	123,676	130,093	5.2%
Households	42,327	46,682	10.3%
Median Household Income	47,689	62,720	31.5% *(8.9% adjusted for inflation)**

Source: 2018 and 2023 5-Year ACS
**Inflation calculations are based on Consumer Price Index (CPI) data from January 2018 and January 2023.*

Table 6: Number of Households

Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	>100% HAMFI
Total Households	5,215	5,130	7,555	5,115	22,515
Small Family Households	1,150	1,725	3,240	2,080	10,960
Large Family Households	300	450	575	380	1,975
Household Contains at least one-person aged 62-74	760	825	1,175	750	5,230
Household contains at least one-person aged 75+	700	735	1,205	475	2,205
Households with one or more children aged 6 or younger	915	870	1,770	850	4,405

***Source**: 2017-2021 CHAS*

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

Table 7: Housing Problems Table (1)					
	Renter Occupied				
Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	Total
Substandard Housing-Lacking complete plumbing or kitchen facilities	25	25	30	30	110
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	10	20	90	4	124
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	150	145	50	45	390
Housing cost burden greater than 50% of income (and none of the above problems)	2,305	1,065	165	55	3,590
Housing cost burden greater than 30% of income (and none of the above problems)	410	1,570	2,260	310	4,550
Zero/negative Income (and none of the above problems)	360	0	0	0	360
	Owner Occupied				
Substandard Housing-Lacking complete plumbing or kitchen facilities	65	10	60	40	175
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	4	4	20	4	32
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	20	4	45	65	134
Housing cost burden greater than 50% of income (and none of the above problems)	740	250	220	65	1,275
Housing cost burden greater than 30% of income (and none of the above problems)	325	645	605	625	2,200
Zero/negative Income (and none of the above problems)	105	0	0	0	105

***Source**: 2017-2021 CHAS*

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

Table 8: Housing Problems (cont.)					
	Renter Occupied				
Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	Total
Having 1 or more of four housing problems	2,870	2,635	2,520	450	8,475
Having none of four housing problems	795	690	1,674	2,100	5,259
Household has negative income, but none of the other housing problems	0	0	0	0	0
	Owner Occupied				
Having 1 or more of four housing problems	1,080	900	899	795	3,674
Having none of four housing problems	335	695	2,280	1,745	5,055
Household has negative income, but none of the other housing problems	0	0	0	0	0

***Source**: 2017-2021 CHAS*

3. Cost Burden > 30%

Table 9: Cost Burden > 30%				
	Renter Occupied			
Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	Total
Elderly Family (2 persons, with either or both age 62 or over)	4	4	55	63
Small Family (2 persons, neither person 62 years or over, or 3 or 4 persons)	90	645	1,080	1,815
Large Family (5 or more persons)	0	235	100	335
Elderly Non-Family	205	270	270	745
Other Household Type (non-elderly, non-family)	115	560	780	1,455
Total Need by Income	**414**	**1,714**	**2,285**	**4,413**
	Owner Occupied			
Elderly Family (2 persons, with either or both age 62 or over)	95	65	80	240
Small Family (2 persons, neither person 62 years or over, or 3 or 4 persons)	90	225	225	540
Large Family (5 or more persons)	15	95	120	230
Elderly Non-Family	90	170	120	380
Other Household Type (non-elderly, non-family)	75	90	95	260
Total Need by Income	**365**	**645**	**640**	**1,650**

***Source**: 2017-2021 CHAS*

4. Cost Burden > 50%

Table 10: Cost Burden > 50%				
	Renter Occupied			
Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	Total
Elderly Family (2 persons, with either or both age 62 or over)	60	20	4	84
Small Family (2 persons, neither person 62 years or over, or 3 or 4 persons)	560	240	20	820
Large Family (5 or more persons)	160	55	0	215
Elderly Non-Family	300	215	70	585
Other Household Type (non-elderly, non-family)	1,410	555	95	2,060
Total Need by Income	**2,490**	**1,085**	**189**	**3,764**
	Owner Occupied			
Elderly Family (2 persons, with either or both age 62 or over)	35	30	35	100
Small Family (2 persons, neither person 62 years or over, or 3 or 4 persons)	235	65	85	385
Large Family (5 or more persons)	65	0	15	80
Elderly Non-Family	230	110	50	390
Other Household Type (non-elderly, non-family)	210	50	40	300
Total Need by Income	**775**	**255**	**225**	**1,255**

***Source**: 2017-2021 CHAS*

5. Crowding (More than one person per room)

Table 11: Crowding Information 1-2 (More than one person per room)					
	Renter Occupied				
Household Type	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	Total
Single Family Households	160	165	140	8	473
Multiple, unrelated family households	0	0	0	0	0
Other, non-family households	10	0	0	40	50
Total need by Income	**170**	**165**	**140**	**48**	**523**
	Owner Occupied				
Single Family Households	24	4	50	50	128
Multiple, unrelated family households	4	4	15	19	42
Other, non-family households	15	0	0	0	15
Total need by Income	**43**	**8**	**65**	**69**	**185**

***Source**: CHAS 2017-2021*

Table 12: Crowding Information 2-2					
	Renter Occupied				
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	Total
Households with Children Present	580	645	1,140	365	2,730
	Owner Occupied				
Households with Children Present	335	225	630	485	1,675

***Source**: CHAS 2017-2021*
***Note:** Table presented shows households with children under 6 years old present.*

Describe the number and type of single person households in need of housing assistance.

According to 2023 5-year ACS estimates (Table B11016), Abilene has 13,064 single-person households, accounting for 28% of all households. Of the 46,692 occupied housing units in Abilene, 6,042 are classified as either a studio or one bedroom unit. This indicates a shortage of 7,022 units relative to the number of single-person households, suggesting most single person households must look for housing units that have two or more bedrooms. The scarcity of housing options for single person households indicates that finding studio or one-bedroom apartments at affordable or market rates is challenging, which may force these households into larger or more expensive units. The shortage especially impacts low-income single person households, who must compete in a tight housing market.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Individuals Living with a Disability

According to 2023 5-year ACS estimates, approximately 16,176 individuals in Abilene live with a disability. Individuals who reported living with a disability account for 13.6% of the city's total civilian noninstitutionalized population. The prevalence of disabilities increases with age, as shown in the following breakdown of 2023 ACS 5-year estimated (Table S1810):

- 57 individuals (0.7%) under the age of 5 live with a disability
- 1,407 individuals (6.7%) ages 5 to 17 live with a disability
- 2,653 individuals (8.2%) ages 18 to 34 live with a disability
- 5,648 individuals (15.3%) ages 35 to 64 live with a disability
- 2,869 individuals (30.9%) ages 65 to 74 live with a disability
- 3,597 individuals (48.9%) ages 75 and over live with a disability

Additional ACS data (Table S1811) on the population over the age of 16 indicates that approximately 25.4% of individuals living with a disability also reported incomes below 100 percent of the poverty level. This indicated that individuals living with disabilities experience poverty at a substantially higher rate compared to the 14.2% demonstrated in the overall population (Table S1701).

Victims of Domestic Violence and Sexual Assault

According to data from the Abilene Police Department 2024 Annual Report, there were 1,504 reported incidents of domestic violence in 2024. The rate of domestic violence incidents in Abilene has declined by 9% compared to the 1,650 incidents reported in 2018.[1] While domestic violence can be perpetrated on anyone, girls and women between the ages of 16 and 24 experience domestic violence at a rate almost three times the national average. Additional data from the Abilene Police Department National Incident-Based Reporting System (NIBRS) indicated there were 95 reported incidents of forcible rape in 2024.

What are the most common housing problems?

Based on 2017-2021 CHAS data, there are 12,149 Abilene households earning below 100% AMI with at least one of the four housing problems recognized by HUD. Additional CHAS data shown in Table 7 indicates that cost burden is the most common housing problem among Abilene households, closely followed by severe cost burden. Among households earning below 100% AMI, 6,750 experienced cost burden where total housing costs including rent, mortgage payments, and utilities exceeded 30% but were less than 50% of their total household income. Severe cost burden was the second most common housing problem, impacting 4,865 households. A household experiences severe cost burden when their total housing costs exceed more than 50% of their household income.

The least common housing problems were overcrowding and substandard housing lacking complete plumbing or kitchen facilities. Among households earning below 100% AMI, approximately 680 households experience some level of overcrowding, and 285 households have substandard housing lacking complete plumbing or kitchen facilities.

Are any populations/household types more affected than others by these problems?

Table 9 and Table 10 provide overviews of low- and moderate-income (LMI) cost-burdened and severe cost-burdened households by household type. LMI renters are most affected by both housing problems compared to LMI owners, comprising 72.8% of LMI households experiencing cost burden and 75% of LMI households experiencing severe cost burden. The lack of housing affordability among renters in Abilene is also demonstrated by data from the National Low Income Housing Coalition's *2024 Out of Reach* report. Renters in the Abilene metropolitan statistical area (MSA) need an hourly wage of $21.48 to afford a two-bedroom rental unit at fair market rate. A person earning the $7.25 hourly minimum wage in this MSA would need to work the equivalent of 3 full-time jobs to afford a two-bedroom rental home. Conversely, a person earning the average renter wage of $18.22 per hour would need to work the equivalent of 1.2 full-time jobs.[2]

When comparing household types, small family households make up the greatest portion of cost-burdened and severe cost-burdened LMI households, followed by non-family, non-elderly households. Approximately 2,355 small family households experienced cost burden and 1,205 small family households experienced severe cost burden. Among non-family, non-elderly families, 1,715 households were cost burdened, while 2,360 households had a severe cost burden.

Approximately 565 cost burdened LMI households and 295 severe cost burdened LMI households are classified as large families. Although the number of LMI households experiencing these housing problems is lower for large families compared to other household types, approximately 42.6% of large family LMI

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[1] Abilene Police Department. (2024). *Annual report 2024*. https://www.abilenetx.gov/DocumentCenter/View/34349/2024-Annual-Report-PDF
[2] National Low Income Housing Coalition. (2024). *Out of reach the high cost of housing.* file:///C:/Users/AS31242/Downloads/2024_OOR_1%20(1).pdf

households are cost burdened, compared to 38.5% of small family LMI households. Additionally, 22.3% of large family LMI households experience severe cost burdens, compared to 19.7% of small family LMI households. Cost burdens among LMI households are most prevalent among those earning between 30% and 80% AMI. Severe cost burdens among LMI households are most common among those earning incomes at or below 30% AMI.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households with an annual income of less than 30% of the AMI are considered at risk of homelessness. According to 2023 ACS 5-year estimates (Table S1701), there are approximately 17,128 individuals in Abilene, or 14.8% of the population, living below the poverty level. Individuals living below the poverty level are often cost burdened and live paycheck to paycheck. Low-income renter households are particularly at risk of becoming unsheltered due to low wages, which often make it difficult to keep pace with rental housing market changes and place significant challenges in securing and maintaining housing. Poverty spans across various household types including small families, large families, and seniors. Poverty levels vary significantly by demographic characteristics such as age, race, ethnicity, and educational attainment. The breakdown of select demographics in Abilene that exhibit higher rates of living below the poverty level is as follows:

- 42.5% of individuals aged 18 to 24 live below poverty level
- Approximately 35% of individuals aged 45 to 64 live below poverty level
- 20.5% of individuals aged 75 years and over live below poverty level
- 26% of Black or African American individuals live below poverty level
- 31.3% of individuals with less than a high school diploma live below poverty level

Additional ACS data (Table S1702) estimated that 10.2% of all Abilene families live below poverty level. Additionally, 17.4% of family households that rent their home live below poverty level. The rate of poverty among renter family households is 11 percentage points higher than that of families who own their home.

In addition to affordable housing, households living below the poverty level may require services that can help them move out of poverty, as well as help them address emergency needs that may arise. This assistance could include job training to help transition into better paying jobs, mortgage/rental assistance, medical clinics that provide low or no cost care, rent subsidies, and other services that help absorb the costs that might redirect funds dedicated to housing.

Families and individuals formerly experiencing homelessness may also need additional supportive services to reduce the risk of returning to homelessness. According to data from the 2025 Point in Time (PIT) report for Texas Balance of State CoC, there are 213 individuals experiencing homelessness on any given night in Taylor County. Transitional housing units, permanent supportive housing, and rent subsidies can provide additional support that prevent families and individuals from returning to homelessness. Additional non-housing services such as job training, counseling, and healthcare may provide additional preventative support for these families and individuals.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Abilene does not have specific estimates of the at-risk population beyond those available through the U.S. Census ACS data, and information provided by AHA.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

According to the U.S. Department of Health and Human Services, housing instability is associated with a range of challenges including difficulty paying rent, overcrowding, frequent moving, or cost burden.[3] The previous sections outline characteristics of individuals who are most likely to live below the poverty level and face the challenges that are associated with an increased risk of homelessness. The risk of homelessness and poverty are interconnected because housing typically represents the largest expense for a household.

While housing instability and the risk of homelessness are primarily driven by housing costs and housing availability, there are additional non-housing factors which can destabilize households and contribute to or exacerbate poverty. According to the National Coalition for the Homeless, these factors include unemployment, limited access to public assistance, lack of affordable healthcare, domestic violence, mental illness, or substance use disorders.[4] However, these factors have significantly less impact on homelessness rates compared to housing costs.

Discussion

The key findings of this section include:

- The most common housing problem in Abilene is cost burden and severe cost burden, as approximately 6,063 LMI households are cost-burdened and 5,019 LMI households are severely cost-burdened (Table 9 and Table 10).
- Approximately 10.2% of Abilene families and 14.8% of the overall population earn incomes below the poverty level. Among Abilene families living below the poverty level, renter households experience poverty at a rate 11 percentage points higher than that of families who own their home.

[3] U.S. Department of Health and Human Services. (n.d.). *Housing instability*. Office of Disease Prevention and Health Promotion. https://odphp.health.gov/healthypeople/priority-areas/social-determinants-health/literature-summaries/housing-instability#top
[4] National Coalition for the Homeless. (n.d.). Homelessness in the US. https://nationalhomeless.org/homelessness-in-the-us/

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Introduction

A key task of the Consolidated Plan is identification of racial or ethnic groups that may experience a disproportionately greater extent of housing problems in the community. A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (i.e., 10 or more percentage points) than the income level as a whole.

As defined by HUD, the four housing problems are:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Overcrowded with more than one person per room not including bathrooms, porches, foyers, halls, or half-rooms
4. Cost-burdened, with household paying more than 30% of income toward housing costs (including utilities)

The following tables identify the number and extent of housing problems by income level and by race/ethnicity.

Table 13: Housing Problems 0%-30% AMI

Racial/Ethnic makeup	Has one or more of four housing problems*	Household has none of the four housing problems	Percent of Households experiencing housing problems
Jurisdiction as a whole	3,950	1,130	77.8%
White	2,310	460	83.4%
Black / African American	615	135	82.0%
Asian	70	85	45.2%
American Indian, Alaska Native	0	0	-
Pacific Islander	0	0	-
Hispanic	955	450	68.0%

***Source**: 2017-2021 CHAS*

**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%*

Table 14: Housing Problems 30%-50% AMI			
Racial/Ethnic makeup	Has one or more of four housing problems*	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	3,535	1,385	71.8%
White	2,095	610	77.4%
Black / African American	285	75	79.2%
Asian	55	90	37.9%
American Indian, Alaska Native	0	0	-
Pacific Islander	0	0	-
Hispanic	1,100	610	64.3%

***Source**: 2017-2021 CHAS*
**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%*

Table 15: Housing Problems 50%-80% AMI			
Racial/Ethnic makeup	Household has one or more of four housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	3,419	3,954	46.4%
White	2,140	2,305	48.1%
Black / African American	420	385	52.2%
Asian	39	10	79.6%
American Indian, Alaska Native	0	14	0.0%
Pacific Islander	0	0	-
Hispanic	820	1,240	39.8%

***Source**: 2017-2021 CHAS*
**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%*

Table 16: Housing Problems 80%-100% AMI			
Racial/Ethnic makeup	Household has one or more of four housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	1,245	3,845	24.5%
White	810	2,305	26.0%
Black / African American	170	330	34.0%
Asian	15	60	20.0%
American Indian, Alaska Native	0	10	0.0%
Pacific Islander	0	0	-
Hispanic	250	1,140	18.0%

***Source**: 2017-2021 CHAS*
**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%*

Discussion

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a rate at least 10 percentage points greater than the income level as a whole. According to 2017-2021 CHAS data, the following highlights household income categories in which groups face a disproportionately greater need in housing:

0-30% AMI

Among extremely low-income households, approximately 3,950 (77.8%) experienced one or more of the four housing problems. Extremely low-income households had the greatest share of households experiencing at least one housing problem compared to other income categories. Extremely low-income White households experienced the highest rate of housing problems in the income category (83.4%); however, there were no groups that demonstrated disproportionately greater need in this category.

30-50% AMI

In Abilene, 71.8% of very low-income households experienced at least one housing problem. Among these, very low-income Black or African American households (79.2%) had the highest rate of housing problems, followed by very low-income White households (77.4%); however, no groups demonstrated a disproportionately greater need within this income category.

50-80% AMI

Approximately 3,419 (46.4%) low-income households experienced at least one housing problem. Low-income Asian households demonstrated disproportionately greater need, with 79.6% of households within this income category experiencing at least one housing problem. Low-income Asian households experienced at least one housing problem at a rate 33.2 percentage points higher than the overall low-income population.

80-100% AMI

Approximately 24.5% of moderate-income households in Abilene experienced at least one of the four housing problems. Black or African American households experienced the highest rate of housing

problems within this income category. Approximately 34% of moderate-income Black or African American households experienced at least one housing problem; however, this rate does not indicate disproportionately greater need as it is 0.5 percentage points below the 10-percentage point threshold.

NA-20 Disproportionately Greater Need: Severe Housing Problems –91.205(b)(2)

Introduction

This section identifies any group(s) that have a disproportionately greater need in comparison to the jurisdiction as a whole. A disproportionately greater need exists when households in a given racial or ethnic group at a given income level experience severe housing problems at a greater rate (10 percentage points or more) than the households in that income level as a whole.

HUD identifies four severe housing problems:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Overcrowded with more than 1.5 persons per room not including bathrooms, porches, foyers, halls, or half-rooms
4. Cost-burdened, with household paying more than 50% of income toward housing costs (including utilities)

The following tables identify the number and extent of severe housing problems by income level and by race/ethnicity.

Table 17: Severe Housing Problems 0%-30% AMI

Racial/Ethnic makeup	Households experiencing severe housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	3,230	1,850	63.6%
White	2,050	730	73.7%
Black / African American	485	260	65.1%
Asian	40	115	25.8%
American Indian, Alaska Native	0	0	-
Pacific Islander	0	0	-
Hispanic	655	745	46.8%

***Source**: 2017-2021 CHAS*

**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden greater than 50%*

Table 18: Severe Housing Problems 30%-50% AMI			
Racial/Ethnic makeup	Households experiencing severe housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	1,465	3,460	29.7%
White	820	1,890	30.3%
Black / African American	105	255	29.2%
Asian	0	145	0.0%
American Indian, Alaska Native	0	0	-
Pacific Islander	0	0	-
Hispanic	540	1,170	31.6%

***Source**: 2017-2021 CHAS*
**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden greater than 50%*

Table 19: Severe Housing Problems 50%-80% AMI			
Racial/Ethnic makeup	Households experiencing severe housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	650	6,729	8.8%
White	380	4,075	8.5%
Black / African American	150	655	18.6%
Asian	15	35	30.0%
American Indian, Alaska Native	0	14	0.0%
Pacific Islander	0	0	-
Hispanic	105	1,950	5.1%

***Source**: 2017-2021 CHAS*
**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden greater than 50%*

Table 20: Severe Housing Problems 80%-100% AMI			
Racial/Ethnic makeup	Households experiencing severe housing problems	Household has none of the four housing problems	Percent of Households experiencing severe housing problems
Jurisdiction as a whole	310	4,780	6.1%
White	155	2,960	5.0%
Black / African American	125	375	25.0%
Asian	0	75	0.0%
American Indian, Alaska Native	0	10	0.0%
Pacific Islander	0	0	-
Hispanic	30	1,360	2.2%

***Source**: 2017-2021 CHAS*

**The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden greater than 50%*

Discussion

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience severe housing problems at a rate at least 10 percentage points greater than the income level as a whole. According to 2017-2021 CHAS data, the following highlights household income categories in which groups face a disproportionately greater need in housing:

0-30% AMI

Approximately 63.6% of extremely low-income households experienced at least one severe housing problem. Among these households, 73.7% of White households experienced at least one severe housing problem, indicating a disproportionately greater need.

30-50% AMI

In Abilene, 29.7% of very low-income households reported experiencing at least one severe housing problem. There is no disproportionately greater need demonstrated amongst groups in this income category.

50-80% AMI

Among low-income households, 8.8% reported experiencing at least one severe housing problem. Approximately 30% of low-income Asian households experienced at least one severe housing problem. Low-income Asian households experienced severe housing problems at a rate 21.2 percentage points higher than the overall low-income population, demonstrating a disproportionately greater need. Additionally,18.6% of low-income Black or African American households reported experiencing at least one of the four severe housing problems; however, this rate does not demonstrate disproportionately greater need as it is less than 10 percentage points greater than the overall low-income population.

80-100% AMI

Among moderate-income households, 6.1% of households reported experiencing at least one severe housing problem. Moderate-income Black or African American households demonstrated a disproportionately greater need, experiencing at least one severe housing problem at a rate 18.9 percentage points higher than the overall moderate-income population.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Introduction

This section identifies racial/ethnic groups that have a disproportionately greater need regarding cost burden compared to the overall jurisdiction. A household is considered cost-burdened when its housing costs (i.e., rent, mortgage payments, utilities) exceed more than 30% of the monthly gross household income. A household is considered severely cost-burdened if its housing costs exceed 50% of its monthly gross income. According to 2017-2021 CHAS data, 17.4% of the Abilene population is cost-burdened, spending between 30-50% of their monthly income on housing costs, and 11.6% are severely cost-burdened, spending more than 50% of their monthly income on housing costs. Collectively, households that are cost-burdened or severely cost-burdened account for 29% of the city's total households.

Housing Cost Burden

Table 21: Greater Need - Housing Cost Burdens AMI

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)	Cost Burdened	Severely Cost Burdened
Jurisdiction as a whole	31,834	7,935	5,260	480	17.4%	11.6%
White	21,060	4,735	3,340	225	16.1%	11.4%
Black / African American	2,155	770	605	60	21.4%	16.9%
Asian	530	130	40	85	16.6%	5.1%
American Indian, Alaska Native	34	0	0	0	0.0%	0.0%
Pacific Islander	0	0	0	0	-	-
Hispanic	480	285	135	10	31.3%	14.8%

***Source**: 2017-2021 CHAS*

Discussion

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience severe housing problems at a rate at least 10 percentage points greater than the income level as a whole.

Among the groups represented in Table 21, Hispanic households represent disproportionately greater need for housing cost burden. Approximately 31.3% of Hispanic households reported experiencing cost burden, which is 13.9 percentage points higher than the 17.4% reported for the overall population. The groups experienced severe cost burden at similar rates compared to the overall jurisdiction. Black or African American households experienced the greatest rate of severe cost burdens at 16.9%; however, this does not represent a disproportionately greater need compared to the overall jurisdiction.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Yes, disproportionately greater need across groups was demonstrated regarding housing problems, severe housing problems, and cost burden. Disproportionately greater need was identified among Asian, White, Black or African American, and Hispanic households. In summary, the following disproportionately greater needs exist:

Housing Problems

50-80% AMI

- Low-income Asian households experienced at least one housing problem at a rate 33.2 percentage points higher than the overall low-income population.

Severe Housing Problems

0-30% AMI

- Extremely low-income White households experienced one or more severe housing problems at a rate 10.1 percentage points higher than the overall jurisdiction.

50-80% AMI

- Low-income Asian households experienced one or more severe housing problems at a rate 21.2 percentage points higher than the overall low-income population

80-100% AMI

- Moderate-income Black or African American households experienced at least one severe housing problem at a rate 18.9 percentage points higher than the overall moderate-income population.

Housing Cost Burden and Severe Cost Burden

- Hispanic households experienced housing cost burden at a rate 13.9 percentage points higher than the 17.4% reported for the overall population.
- Table 21 indicated that there is no disproportionately greater need regarding severe cost burden across groups.

If they have needs not identified above, what are those needs?

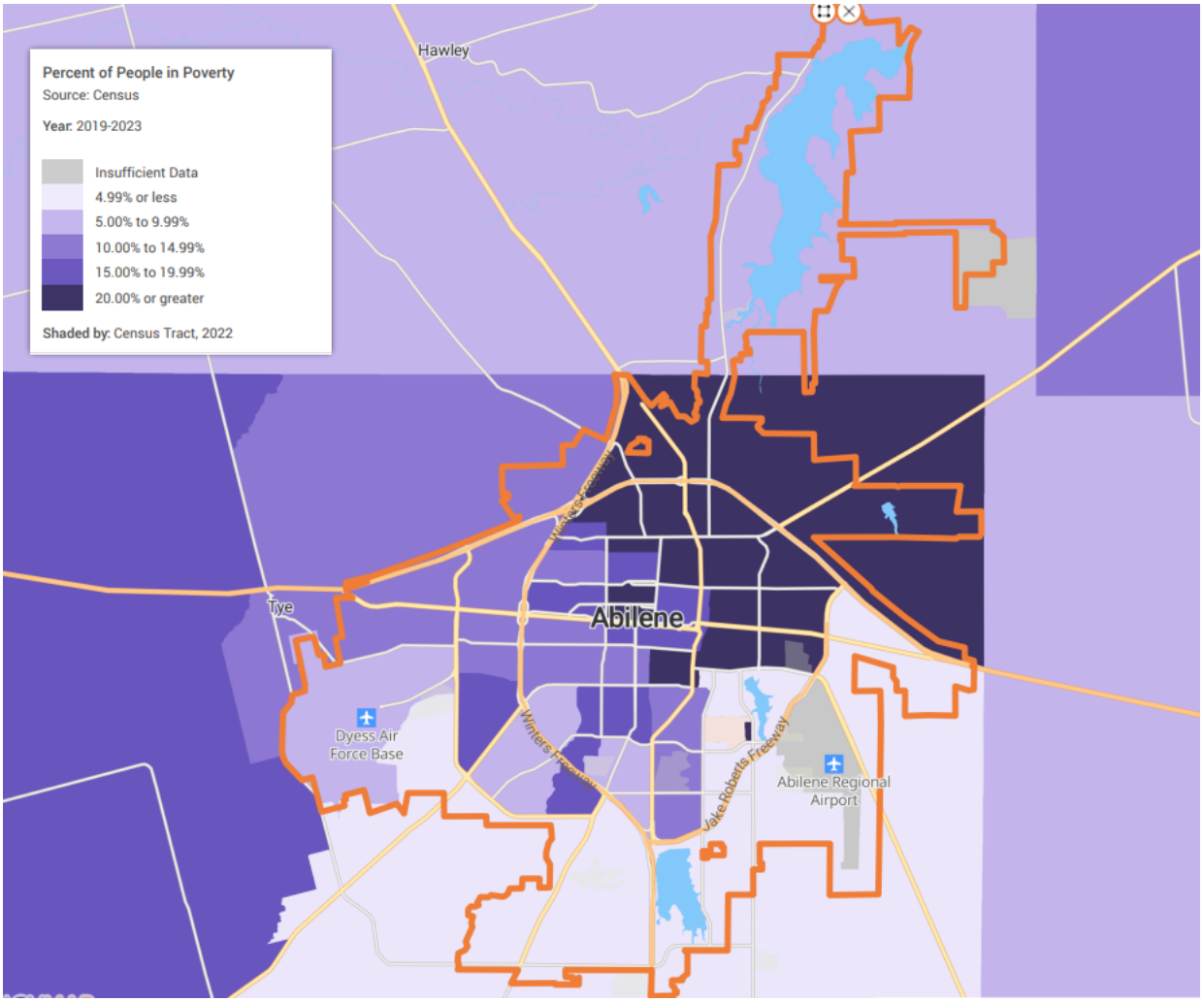
No additional needs identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There are more Hispanic residents and Black or African American residents living in the north part of the city compared to other areas, including in neighborhoods like Sears Park, Cobb Park, and North College.

HUD identifies racially and ethnically concentrated areas of poverty (R/ECAPs) as census tracts where the non-white population is 50% or more and at least 40% of the population is living at or below poverty. In Abilene census tract 108 is the only tract categorized as R/ECAP.[5] Additionally, census tracts with the highest percentage of the population living in poverty are concentrated in the East Central region of the city. According to 2023 ACS 5-year estimates, census tracts where at least 20.92% of the population live below poverty include: 101, 102, 103, 104, 108, 109, 112, 119, and 121.

Figure 1: Percent of People in Poverty in Abilene



Source: *2023 5-Year ACS*

[5] Department of Housing and Urban Development. (2023). *Racially or ethnically concentrated areas of poverty (R/ECAPs)*. https://hudgis-hud.opendata.arcgis.com/datasets/HUD::racially-or-ethnically-concentrated-areas-of-poverty-r-ecaps/explore?location=32.468424%2C-99.763053%2C12.39

NA-35 Public Housing – 91.205(b)

Introduction

The Abilene Housing Authority (AHA) provides affordable housing options to over 2,500 families, throughout 20 counties, in West Central Texas. AHA administers two rental assistance programs on behalf of the U.S. Department of Housing & Urban Development (HUD). In addition, AHA owns or co-owns three affordable housing apartment complexes funded through the Low-Income Housing Tax Credit (LIHTC) program that is administered by the Texas Department of Housing & Community Affairs (TDHCA).

AHA manages 213 public housing units at four separate sites. As of May 2025, AHA reports 203 public housing units are in use. In combination to public housing the Section 8 vouchers program offers the Veterans Affairs Supportive Housing (VASH) program. AHA's public housing inventory encompasses three multifamily sites and one elderly complex for residents aged 62 and older.

Totals in Use

Table 22: Program Type

	Certificate	Mod-Rehab	Public Housing	Section 8 Vouchers				
				Total	Project Based Vouchers	Tenant Based Vouchers	Special Purpose	
							VASH	Family Unification
Total Units / Vouchers in Use	0	0	203	1,695	155	1,414	117	9

Source: *Abilene Housing Authority*

Characteristics of Residents

Table 23: Characteristics of Public Housing Residents by Program Type

	Certificate	Mod-Rehab	Public Housing	Section 8 Vouchers				
				Total	Project Based Vouchers	Tenant Based Vouchers	Special Purpose	
							VASH	Family Unification
Average Annual Income	0	0	$10,200	$13,504	$15,451	$14,235	$15,33	$8,995
Average Length of Stay	0	0	5 yrs	7 yrs	2 yrs	2 yrs	2 yrs	1 yrs
Average Household Size	0	0	3	2	2	2	2	2
# Homeless at Admission	0	0	15	374	4	201	164	5
# of Elderly Program Participants (>62)	0	0	59	610	38	495	77	0
# of Disabled Families	0	0	89	1,011	63	873	75	0
# of Families Requesting Accessibility Features	0	0	10	-	-	-	-	-
# of HIV/AIDS Program Participants	0	0	0	-	-	-	-	-
# of Domestic Violence Victims	0	0	1	-	-	-	-	-

Source: *Abilene Housing Authority*

Race and Ethnicity of Residents

Table 24: Breakdown by Race

	Certificate	Mod-Rehab	Public Housing	Section 8 Vouchers				
				Total	Project Based Vouchers	Tenant Based Vouchers	Special Purpose	
							VASH	Family Unification
White	0	0	110	1,999	181	1,673	129	16
Black/African American	0	0	87	1,530	145	1,331	51	3
Asian	0	0	4	2	1	1	0	0
American Indian, Alaska Native	0	0	1	49	4	45	0	0
Pacific Islander	0	0	1	17	1	16	0	0
Other	0	0	0	47	2	43	1	1
Hispanic	0	0	47	1,045	114	890	25	16
Non-Hispanic	0	0	156	2,601	220	2,219	156	4

Source: *Abilene Housing Authority*

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Abilene Housing Authority (AHA) has 6,799 families on the waiting list for public housing and 6,541 families on the waiting list for Housing Choice Vouchers (HCV). AHA recognizes the critical and growing need for accessible housing among both current participants and applicants on the waiting list who are people living with disabilities. The AHA actively tracks and monitors requests for accessible units and reasonable accommodation. To better serve individuals with disabilities, the Abilene Housing Authority is committed to collaborating with disability advocacy groups to understand emerging needs and maintaining a robust reasonable accommodation process to expand the inventory of accessible units. The AHA acknowledges that there is a persistent and critical need for more accessible housing units. Addressing these needs remains a top priority to ensure compliance with Section 504, and more importantly, to uphold the rights and dignity of individuals with disabilities in our community.

AHA provides participants with “Relay Services: 711 or 1-800-RelayTX” services, sign language services during meetings, interpreters when needed, consider dietary needs when putting on programs, etc. to accommodate our participants.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most immediate needs of residents of public housing a housing choice voucher holders include the following:

- Need for 4+ bedroom size units
- Deposit and utility arrears assistance
- Assistance with application fees when moving

- Finding landlords willing to accept a person with a voucher
- Housing Navigator services to assist families (especially disabled and elderly families) to find units in a tight rental market
- Finding units with accessibility modifications and/or landlords willing to do modifications
- Affordable daycare
- Transportation (i.e. personal vehicle maintenance & adequate bus routes near apartment complexes – Public buses have modified bus routes that moved some routes away from our Public Housing units)

How do these needs compare to the housing needs of the population at large

The general needs of families receiving assistance or those on the waiting list to receive assistance from AHA are very similar to the needs of the population at large, especially extremely low-income and very low-income families.

Discussion

AHA continues to manage several different programs providing affordable housing to extremely low-income and very low-income families. There is a long waiting list for both public housing and housing vouchers, showing a continued need for housing assistance in Abilene.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction

The information in this section provides an estimate of homeless individuals and families within several categories. These numbers are taken from the 2025 Point-in-Time survey (2025 PIT Count) conducted by West Texas Homeless Network (WTHN). The information collected is derived from individuals in homeless situations and persons who are at risk of becoming homeless. The survey collects information about homelessness such as age, gender, education, employment, reasons for homelessness, duration, night-time residence, family type, special needs, etc. Based on the results of the 2025 PIT County there were 213 people experiencing homelessness in Taylor County and 58 of these individuals were chronically homeless, 12 were veterans, and 12 were under the age of 18.

Table 25: Homeless Needs Assessment

	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Unsheltered	Sheltered				
Persons in Households with Adult(s) and Child(ren)	2	6	42	32	28	39
Persons in Households with Only Children	0	0	67	12	20	98
Persons in Households with Only Adults	126	66	471	171	130	62
Chronically Homeless Individuals	56	2	141	62	40	69
Chronically Homeless Families	0	0	8	2	2	69
Veterans	10	2	68	56	55	6
Persons with HIV	1	0	5	3	2	62

Source: *2025 PIT Count-Taylor County, Betty Hardwick Center*

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Findings from the 2025 PIT Count conducted by WTHN indicate that there are an estimated 338 individuals becoming homeless each year in Abilene and 277 individuals exiting homelessness. Across all categories of homelessness, the average number of days spent experiencing homelessness was 58 days.

Nature and Extent of Homelessness: (Optional)

Table 26: Homeless Needs Assessment		
	Unsheltered	Sheltered
White	57	6
Black/African American	12	4
Asian	1	0
American Indian or Alaska Native	7	0
Pacific Islander	0	0
Ethnicity	Unsheltered	Sheltered
Hispanic	21	2
Non-Hispanic	56	6

Source: *2025 PIT Count, Betty Hardwick Center*

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

WTHN estimates that 40 families will need housing assistance coming from homelessness. Of those 40 families, 6 of those households are projected to be Veteran families.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The racial or ethnic group that experienced homelessness the most was White individuals, followed by Hispanic individuals and then Black or African American individuals.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2025 PIT Count, there were many more unsheltered people experiencing homelessness than those that were sheltered. There were 128 people experiencing homelessness that were unsheltered, which was 60.1% of the homeless population counted in 2025. There were 85 individuals experiencing homelessness that were sheltered.

Of the adults that were sheltered, 30 of the 74 adults were survivors of domestic violence, six had a serious mental illness and two had a substance use disorder. Of the 127 adults that were unsheltered, 55 had a serious mental illness, 39 had a substance use disorder, 10 were survivors of domestic violence, and 1 was diagnosed with HIV/AIDS.

Discussion

West Texas Homeless Network (WTHN) is a local group of organizations and advocates taking action to realign systems and resources to end, rather than manage, homelessness in Abilene, Texas. WTHN is neither a non-profit nor a for-profit agency. We are a Local Homeless Coalition responsible to the Texas Homeless Network (THN), a non-profit membership-based organization helping communities prevent and end homelessness through collaboration and strategic planning.

THN leads local and national advocacy, data collection and research, and hosts an annual conference. It also serves as the host agency for the Texas Balance of State Continuum of Care (CoC), coordinating programs and funding to support homelessness solutions across Texas.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

Non-homeless special needs populations include the elderly, frail elderly, persons with physical and developmental disabilities, individuals with substance use disorders, persons with mental health disorders, and persons living with HIV/AIDS. Non-homeless special needs populations are often at a higher risk of becoming homeless and may require supportive services to ensure a safe and secure living situation. This section briefly describes the characteristics of the special needs population in Abilene.

Describe the characteristics of special needs populations in your community:

Elderly/Frail Elderly

HUD defines elderly as individuals aged 62 and older, while the U.S. Census commonly defines elderly as ages 65 and older. According to 2023 ACS 5-year estimates, there are 19,406 individuals in Abilene aged 62 years or older. Abilene's elderly population is growing more rapidly compared to the population overall. Between 2018 and 2023, Abilene saw a 22.2% increase in the population aged 62 and over, compared to an only 5.2% increase in the total population during the same period.

Among Abilene's population aged 65 years and older, approximately 38.9% live with a disability and 13.4% live below the poverty level. Elderly individuals often rely on a fixed retirement income which can make it difficult to cover housing costs and the associated utilities, repairs, or maintenance. Housing support for elderly individuals may include rental assistance to aid with housing costs or upgrades to housing units that lack accessibility features. The City of Abilene and other local community organizations offer programs to help seniors and low-income individuals with housing repairs if they qualify, but general awareness around programs is low. Additionally, elderly individuals may require access to non-housing services such as transportation, health care, and food assistance or delivery.

Table 27: Profile of Residents 62+

2018 Population	2023 Population	Percent Change (2018-2023)	% with a Disability (65+)	% in Poverty
15,877	19,406	22.2%	38.9%	13.4%

Data Sources: *2018 and 2023 5-Year ACS*

Person with mental, physical, and/or developmental disabilities

Based on 2019-2023 ACS (Table S1810) data, approximately 16,231 people in Abilene live with some type of disability which accounts for 14.1% of the City's total non-institutionalized civilian population. The U.S. Census Bureau classifies disabilities into the following categories:

- Hearing difficulty: Deaf or having serious difficulty hearing.
- Vision difficulty: Blind or having serious difficulty seeing, even when wearing glasses.
- Cognitive difficulty: Because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions.
- Ambulatory difficulty: Having serious difficulty walking or climbing stairs.
- Self-care difficulty: Having difficulty bathing or dressing.

- Independent living difficulty: Because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping.

Among the population of individuals living with a disability in Abilene, ambulatory difficulty and cognitive difficulty are the most common. Approximately 48.7% of individuals living with a disability in Abilene experience ambulatory difficulty, while 43.6% experience cognitive difficulty.

Individuals with physical or developmental disabilities often require special facilities and care. Individuals living with disabilities sometimes lack the capacity to care for themselves and may rely on a caretaker to support their daily needs. They may also have transportation needs to access physical or behavior healthcare services.

Table 28: Disability Type

	Number	Percent
Hearing Difficulty	4,614	4.0%
Vision Difficulty	2,781	2.4%
Cognitive Difficulty	7,075	6.2%
Ambulatory Difficulty	7,901	6.9%
Self-Care Difficulty	3,102	2.7%
Independent Living Difficulty	5,737	5.0%
Total Living with a Disability	**16,231**	**14.1%**

Data Source: *2023 5-Year ACS*

Individuals with substance use disorders

Alcohol and drug abuse are defined as excessive and impairing use of alcohol or other drugs. According to data from the Abilene Market Community Health Needs Assessment, admissions to publicly funded substance use treatment in Texas are most frequently related to marijuana use and methamphetamine/amphetamine use. Among those admitted for treatment, alcohol and methamphetamine use was most common among those aged 30 to 34, and marijuana use was most common among those aged 26 to 29.[6]

Substance use disorders and housing stability are closely linked, with substance use both contributing to homelessness and resulting from it. Individuals with substance use disorders may struggle to secure stable housing and housing instability can often accelerate substance use.[7] In addition to secure and affordable housing, individuals with substance use disorders may require mental health treatment, physical health care, education and employment opportunities, and daily living skills training.

Persons with mental health disorders

Mental health and homelessness are interconnected. The pressures of experiencing housing instability or housing problems can worsen an individual's mental health. People with mental health disorders are more susceptible to poverty, disaffiliation, and personal vulnerability which can all contribute to risk of

[6] Hendrick Health (2022). *Community health needs assessment Abilene market*. https://www.hendrickhealth.org/documents/CHNA/Hendrick-Health-Abilene-Market-CHNA-Report-08-08-22.pdf
[7] National Coalition for the Homeless. (2017). *Substance Abuse and Homelessness*. https://nationalhomeless.org/wp-content/uploads/2017/06/Substance-Abuse-and-Homelessness.pdf

homelessness. Additionally, poor mental health is often an outcome of homelessness as high stress experiences can encourage anxiety, depression, or substance use.[8]

According to 2019 data, Texas State Mental Health Authorities served an additional 16,184 residents in 2019 compared to 2018. Mental health services were most common for residents aged between 25 and 44. As of 2019, Taylor County does not have any mental health treatment facilities. [9] Individuals with mental health disorders may require physical or behavioral health services, counseling, or substance use treatment.

Persons living with HIV/AIDS

Persons living with HIV/AIDS (PLWH) may require additional services to limit risk of experiencing homelessness. Poverty is the most significant risk factor associated with the HIV/AIDS epidemic. Individuals living below the poverty level are twice as likely to live with HIV as those living above poverty level. Additionally, stable housing is one of the most common unmet needs of PLWH as many experience cost burden, discrimination in securing housing, demanding health challenges, and lack of adequate support services. Approximately 50% of PLWH report experiencing either homelessness or housing instability following diagnosis.[10] PLWH may require supportive services such as rental assistance, physical and behavioral healthcare, counseling, or legal aid.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing and supportive service needs of these populations include:

- Group housing
- Childcare services
- Physical rehabilitation and medical care
- New job training skills
- Extensive medical care and treatment
- Rehabilitation programs
- Counseling/ support groups to deal with mental health and/or substance use disorders
- Addressing unemployment and the resulting loss of income/ insurance coverage due to inability to perform job functions
- Medical care/prescription medications, straining their already limited income

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[8] Homeless Hub. (2025). *Mental health*. https://homelesshub.ca/collection/homelessness-101/mental-health/

[9] North American Housing and HIV/AIDS Research Summit VI. (2011). *Evidence into action: housing is HIV prevention and care*. https://www.health.ny.gov/diseases/aids/ending_the_epidemic/docs/key_resources/housing_and_supportive_services/evidence_into_action_housing.pdf

[10] North American Housing and HIV/AIDS Research Summit VI. (2011). *Evidence into action: housing is HIV prevention and care*. https://www.health.ny.gov/diseases/aids/ending_the_epidemic/docs/key_resources/housing_and_supportive_services/evidence_into_action_housing.pdf

- Special transportation needs due to medical and physical condition
- Mobility assistance in normal daily activities
- Assistance in meal preparation, housekeeping and shopping
- Physical rehabilitative care due to injury/falls. These needs were compiled through consultation with service providers.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the most recent Texas HIV surveillance report from 2021, there are 228 people living with HIV in Taylor County. This corresponds to a rate of 159.1 per 100,000 people. State averages indicate that the highest rates of HIV diagnoses occur among individuals with the following key demographic characteristics:

- Black individuals
- Hispanic/Latino individuals
- Multiracial individuals
- Individuals aged 20-44

Discussion

As previously stated, special needs exist for the following populations in Abilene:

- Elderly or frail elderly
- People living with mental, physical, or developmental disabilities
- Individuals with substance use disorders
- Persons with mental health disorders
- Persons living with HIV/AIDS

Non-homeless special needs populations have unique housing needs and often require a combination of services. The needs of these populations cannot be easily categorized except in very general terms. Many are coping well with their situations with the need for public assistance. Some have needs that can only be met with help from outside their family. Some family members are on the verge of homelessness themselves and struggle from day to day. Some live independently, while others depend on family or caregivers to help them on a daily basis. Generally, without additional services, including non-housing services, housing stability may not be able to be maintained or achieved for certain members of these populations.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The public facility needs identified in the city through the consolidated planning process include childcare centers, youth centers, and health facilities. Results from the organization survey underscored this, with respondents listing childcare and youth centers, as well as community centers and other neighborhood facilities, as major needs in the city.

How were these needs determined?

The City conducted a survey of service providers asking for their input on uses of CDBG and HOME funds. The survey was available online and was distributed by the Community Foundation of Abilene to their listserv (recipients are listed in the appendix). While the survey was not a statistically reliable instrument for prioritization, it was a useful tool to understand the perspectives and preferences of service providers who are closest to LMI and special needs populations in Abilene. A total of 35 survey responses were received. Staff used the survey results to inform its goals and priorities in this Consolidated Plan.

Describe the jurisdiction's need for Public Improvements:

The Public Improvement Needs identified in the city through the Consolidated Plan process included the need for maintenance, enhancement and expansion of water infrastructure, transportation systems, facilities like childcare and youth centers, and streets and sidewalks.

The City of Abilene has five water capital improvement projects planned for 2026 and 2027.

How were these needs determined?

The City conducted a survey of service providers asking for their input on uses of CDBG and HOME funds. The survey was available online and was distributed by the Community Foundation of Abilene to their listserv (recipients are listed in the appendix). While the survey was not a statistically reliable instrument for prioritization, it was a useful tool to understand the perspectives and preferences of service providers who are closest to LMI and special needs populations in Abilene. A total of 35 survey responses were received. Staff used the survey results to inform its goals and priorities in this Consolidated Plan.

Additionally, the City's needs for public facilities are guided by the Capital Improvement Program (CIP). When identifying new projects, staff look to the long-term priorities and direction set by the City Council through strategic planning, as well as the City's Comprehensive Plan. In addition, long-term studies and citizen input also lead to additional requests. Staff submit formal requests through the annual budget process. Staff analyze and discuss these requests, then prioritize the requests based on consistency with Council goals, documented need, and cost.

Describe the jurisdiction's need for Public Services:

The following Public Service Needs were identified in Abilene:

- Transportation services
- Health/mental health services

- Homeless services
- Youth/childcare services
- Employment/workforce training

How were these needs determined?

The City conducted a survey of service providers asking for their input on uses of CDBG and HOME funds. The survey was available online and was distributed by the Community Foundation of Abilene to their listserv (recipients are listed in the appendix). While the survey was not a statistically reliable instrument for prioritization, it was a useful tool to understand the perspectives and preferences of service providers who are closest to LMI and special needs populations in Abilene. A total of 35 survey responses were received. Staff used the survey results to inform its goals and priorities in this Consolidated Plan.

Market Analysis

MA-05 Overview

Housing Market Analysis Overview

The Market Analysis offers a comprehensive overview of the environment in which the City of Abilene will manage its grant programs through the duration of the Consolidated Plan. The Market Analysis includes the following sections:

- Number of Housing Units, Cost of Housing, Condition of Housing
- Public and Assisted Housing
- Homeless Facilities and Services
- Special Needs Facilities and Services
- Barriers to Affordable Housing
- Non-Housing Community Development Assets
- Needs and Market Analysis Discussion
- Broadband Needs
- Hazard Mitigation

The Market Analysis is the basis for the Strategic Plan section and the programs and projects to be administered over the next five years. Housing data included in this portion of the plan has been collected from American Community Survey data (2019-2023, 5-Year estimates), HUD CHAS 2017-2021 data, and through consultation with social service agencies and other entities.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Single-family detached homes are the dominant housing type in Abilene, at over two-thirds of the housing stock. Attached single-family units make up a small portion of Abilene's housing. Multifamily units make up 24.6% of the housing stock; most multifamily units are in smaller structures with between 2-19 total units. About 3% of the housing stock is manufactured, including mobile homes, boats, RVs, vans, and others. Most owner-occupied homes are large, with 3 or more bedrooms. The rental stock is more diverse, with 3.6% being studios and the remainder being 1-3+ bedrooms, with a slight skew toward 2+ bedroom units. The unit totals shown in the tables below suggest that a fair number of renter households are living in single-family detached homes, which may demonstrate a need for larger units for renters.

All Residential Properties by Number of Units

Table 29: Residential Properties by Unit Number

Property Type	Number	% of Total Units
1-unit, detached structure	36,752	69.7%
1-unit, attached structure	1,415	2.7%
2-4 units	4,131	7.8%
5-19 units	6,030	11.4%
20 or more units	2,831	5.4%
Mobile home, boat, RV, van, etc.	1570	3.0%
Total	**52,729**	**100.0%**

Data Source: *2023 5-Year ACS*

Unit Size by Tenure

Table 30: Unit Size by Tenure

Number of Bedrooms	Owners		Renters	
	Number	%	Number	%
No bedroom	37	0.1%	743	3.6%
1 bedroom	439	1.7%	4,823	23.3%
2 bedrooms	3,525	13.6%	7,415	35.8%
3 or more bedrooms	21,974	84.6%	7,726	37.3%
Total	**25,975**	**100.0%**	**20,707**	**100.0%**

Data Source: *2023 5-Year ACS*

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

There are four public housing properties located in Abilene. Additionally, there are 16 Low-Income Housing Tax Credit (LIHTC) properties and two HUD multifamily properties. The four public housing properties have 213 units and a variety of apartment types, one to four bedrooms. One of the four properties exclusively has one-bedroom units available for seniors. Sixteen LIHTC properties have a total of 1,485 units, with most or all units in each property being reserved for low-income households. Two HUD multifamily properties in Abilene with a total of 151 subsidized units, of which 50 are reserved for

seniors or people with disabilities, are supported by Section 8 and a Project Rental Assistance Contract (PRAC), respectively.

Table 31: Public Housing Properties				
Project Name	Address	Type of Property	Bedrooms	Total Units
Earl Williams Complex	4398 N. 7th Street	Family	1-4	75
Riviera Complex	3001 N. 6th Street	Family	2-4	38
Robert Deegan Place	3402 Rebecca Lane	Seniors	1	28
V.E. Brailsford Complex B & D	2100 Vogel Street	Family	1-4	72

Data Source: *Abilene Housing Authority (https://www.abileneha.org/communities)*

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The Abilene Housing Authority continuously monitors its affordable housing portfolio to anticipate potential reductions due to factors such as contract expirations, physical obsolescence, and market pressures. Based on current data and trends, the Abilene Housing Authority does not expect to lose units from affordable housing inventory. AHA understands that the continued collaboration among stakeholders is essential to ensure housing stability for Housing Choice Voucher (HCV) participants in the community.

There are no LIHTC units expected to expire in the next five years. Additionally, it is expected that HUD will extend the expiration dates of the contracts for the affordable units located in the HUD multifamily properties in Table 33.

Table 32: LIHTC Properties						
Project Name	Address	Year Placed in Service	Total Units	Low Income Units	Year 15	Year 30
Tylor Grand	3702 Rolling Green Dr	2013	120	120	2028	2043
La Ventana Apartments	2109 State Highway 351	2013	84	84	2028	2043
Prairie Gardens	2121 N 6th Street	2016	48	0	2031	2046
The Residence at Autumn Sage	5801 Autumn Sage Lane	2018	35	28	2033	2048
Abilene Seniors Apartments	2225 Covenant Drive	Insufficient Data	92	92	Insufficient Data	Insufficient Data
Canterbury Crossing Apartments	1250 Yeomans Road	1996	304	304	2011	2026
Trails at Abilene	801 Block of 27th Street	2022	48	40	2037	2052
Heritage Heights at Abilene	2501 Ross Avenue	2023	48	40	2038	2053
Villages at West Lake (formerly Sunset Arbor Townhomes)	3033 W Lake Road	2002	220	220	2017	2032
Carver Townhomes	800 Mesquite Street	2003	18	18	2018	2033
Anson Park	2934 Old Anson Road	2005	64	60	2020	2035
Anson Park II	3102 Old Anson Road	2006	80	64	2021	2036

Arbors at Rose Park	2702 S Seventh Street	2007	80	77	2022	2037
Anson Park Seniors	2249 Vogel Street	2010	80	80	2025	2040
Eastern Oaks Apartments	750 Judge Ely Boulevard N	1991	84	84	2006	2021

Data Source: *Policy Map*

Table 33: HUD Multifamily Properties

Property Name	Address	Total Subsidized Units	Number of Residents	Program Type and Status	Assisted Units	Overall Expiration Date	Section Current Expiration Date
Abilene North Apt	2411 N Willis St	101	226	S8 Loan Mgmt, Active	101	4/30/2042	4/30/2025
Carver Plaza	233 Washington Blvd	50	52	PRAC 202/811, Active	50	5/31/2025	5/31/2025

Data Source: *Policy Map*

Does the availability of housing units meet the needs of the population?

Table 6 shows the number of households in the city at various income levels. There are approximately 5,215 households earning below 30% of the HUD Area Median Family Income (HAMFI), but there are only 2,278 rental homes (Table 36) that are available at an affordable price point for extremely low-income households. Considering that many of these extremely low-income households would have to find housing that was more expensive, there is likely not enough affordable rental housing available for households earning below 50% AMI in Abilene.

The Texas A&M Real Estate Center calculates the Texas Housing Affordability Index (THAI) for different jurisdictions in Texas. A higher THAI indicates relatively greater affordability. A ratio of 1.00 means that the median family income (MFI) is exactly sufficient to purchase the median-priced home. A THAI above 1.00 means the MFI exceeds the required income to purchase a median-priced home. Conversely, a THAI below 1.00 indicates the MFI is not sufficient to purchase the median-priced home. The 2024 Housing Affordability index for the State was 1.09 and Taylor County's index was 1.38, indicating that Abilene is an affordable community in Texas. However, affordability in Abilene is becoming more of an issue, as the Housing Affordability Index has decreased significantly since 2018, which was 1.98 in Taylor County.11 This shows that there needs to be additional affordable housing available for residents.

Describe the need for specific types of housing:

Per Table 11, there are 523 overcrowded renter-occupied units in the 0-100% AMI population versus 185 owner-occupied units. Overcrowding is defined as having more than one person per room. The vast majority of overcrowding occurs with single-family households, indicating that renter families need access to larger units that are affordable.

Discussion

[11] Texas A&M University, Texas Real Estate Center, Data and Reports, Housing Affordability. (Housing Affordability | Texas Real Estate Research Center)

The organization survey shows that LMI and homeless individuals are in greatest need of housing assistance, highlighting the need for affordable units in the City. New rental housing was identified as one of the top priorities in the survey.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Over the past five years, the median home value in Abilene has grown significantly faster than median contract rent. After adjusting for inflation, the growth in rent over this period was 5.4%, while the growth in median home value was 30%. This indicates that homeownership has become increasingly unaffordable for households in the city, particularly when combined with the persistent high interest rate environment for home loans.

Most renters are paying rent between $1,000-1,499 per month (42%), and nearly 33% are paying rent between $500-999. A smaller number of renters pay rents below or above these amounts. HUD's Comprehensive Housing Affordability Strategy (CHAS) 2017-2021 data shows a total of 21,688 rental units and 25,194 owner-occupied units in the city. Roughly 28% of the city's rental units are affordable to those earning 50% of less of the HUD area median family income (HAMFI); about 41.3% of the city's owner-occupied units are affordable to those earning 50% or less of the HAMFI.

Tabe 34: Cost of Housing

	2018	2023	% Change
Median Home Value	$114,000	$178,900	56.9% *(30% adjusted for inflation)**
Median Contract Rent	$703	$895	27.3% *(5.4% adjusted for inflation)**
Median Household Income	$47,689	$62,720	31.5% *(9% adjusted for inflation)**

Data Source: *2018 and 2023 5-Year ACS*
**Inflation calculations are based on Consumer Price Index (CPI) data from January 2018 and January 2023.*

Table 35: Rent Paid

Rent Paid	Number	%
Less than $500	1,191	6.1%
$500-999	6,440	32.8%
$1,000-1,499	8,235	42.0%
$1,500-1,999	2,448	12.5%
$2,000 or more	1,309	6.7%
Total	**$19,623**	**100%**

Data Source: *2023 5-Year ACS*

Table 36: Housing Affordability

Number of Units Affordable to HH's Earning	Renter	Owner
30% HAMFI	2,278	No data
50% HAMFI	3,795	10,400
80% HAMFI	12,005	7,093
100% HAMFI	No data	3,192
Total	**18,078**	**20,685**

Data Source: *2017-2021 CHAS*

Table 37: Monthly Rent					
	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4+Bedroom
Fair Market Rent	$860	$876	$1,117	$1,488	$1,789
Low HOME Rent	$705	$755	$905	$1,046	$1,167
High HOME Rent	$860	$876	$1,117	$1,327	$1,461

***Data Source**: HUD FY 2024 Fair Market Rent; HUD HOME Rent Limits FY 2024*

Is there sufficient housing for households at all income levels?

As mentioned in the previous section, there are approximately 5,215 households earning below 30% of the HAMFI, but there are only 2,278 rental homes (Table 36) that are available at an affordable price point for extremely low-income households. Considering that many of these extremely low-income households would have to find housing that was more expensive, there is likely not enough affordable rental housing available for households earning below 50% AMI in Abilene.

How is affordability of housing likely to change considering changes to home values and/or rents?

Renting continues to be more affordable than owning in Abilene, with the 5-year rent growth between 2018-2023 being 5.4% versus a 30% growth in median home values. Interest rates for home purchases have also increased substantially in recent years, creating additional financial barriers to home purchases, particularly for low- and moderate-income residents and those on fixed incomes. Rents in the city are expected to continue to be more affordable than for-sale housing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Both the low and high HUD HOME rents are equal to or less than the fair market rent levels for all unit sizes in the city. Median contract rent in Abilene roughly tracks fair market rents. This indicates that actual market rents are roughly in line with HOME rents, making the development or preservation of housing units more feasible.

Discussion

Financial assistance for renters was listed as the top affordable housing need in the City in the organization survey, indicating that organizations in Abilene are seeing an affordability issue for the renter population.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

More renter-occupied units in the city face housing condition issues than owner-occupied units (roughly 48% versus 21.5%). Housing conditions are defined as a lack of complete kitchen facilities, a lack of complete plumbing facilities, more than one person per room, and cost burden (paying more than 30% of household income on housing expenses). Most units with housing conditions have only one of these conditions. The Needs Assessment indicates that overcrowding and cost burden in particular are much more prevalent for renter households. However, owner-occupied units in the city are slightly older than renter-occupied units. More owner-occupied units than renter-occupied units were built before 1980 and therefore face a risk of lead-based paint hazard. However, a roughly equal percentage of renter-occupied and owner-occupied units built before 1980 have children present (just under 5% each). Data on vacant units suitable for rehabilitation is not collected by the city and is therefore unavailable.

Describe the jurisdiction's definition for "standard condition" and "substandard condition but suitable for rehabilitation"

Substandard condition is defined as a combination of incomplete kitchen or plumbing facilities, missing windows or exterior doors, severely compromised foundations, outdated electrical infrastructure, holes in floors or walls, and holes in roof or severely compromised roofing materials preventing closure from weather penetration. Many units with a combination that includes all these conditions may be unfit for human occupation. Some may be candidates for rehabilitation, others may not be. Substandard conditions suitable for rehabilitation are units where the home is determined to be less than 60% deteriorated or the cost of the combination of needed repairs of all conditions does not exceed the estimated after-rehabilitation value of the house.

Table 38: Condition of Units

	Owner-Occupied		Renter-Occupied	
Condition of Units	Number	Percentage	Number	Percentage
With one selected Condition	5,436	20.9%	9,640	46.6%
With two selected Conditions	132	0.5%	260	1.3%
With three selected Conditions	10	0.0%	22	0.1%
With four selected Conditions	0	0.0%	0	0.0%
No selected Conditions	20,397	78.5%	10,785	52.1%
Total	**25,975**	**100.0%**	**20,707**	**100.0%**

***Data Source**: 2023 5-Year ACS*

Table 39: Year Unit Built				
	Owner-Occupied		Renter-Occupied	
Year Built	Number	Percentage	Number	Percentage
2000 or later	4,545	17.5%	4,370	21.1%
1980-1999	5,829	22.4%	6,032	29.1%
1960-1979	5,510	21.2%	4,503	21.7%
1940-1959	8,364	32.2%	4,653	22.5%
1939 or earlier	1,727	6.6%	1,149	5.5%
Total	**25,975**	**100.0%**	**20,707**	**100.0%**

***Data Source**: 2017-2021 CHAS*

Table 40: Risk of Lead-Based Paint Hazard				
	Owner-Occupied		Renter-Occupied	
Year Built	Number	Percentage	Number	Percentage
Total Number of Units Built Before 1980	15,725	34.5%	10,910	24.0%
Housing Units Built Before 1980 with Children Present*	2,065	4.5%	2,165	4.8%

***Data Source**: 2017-2021 CHAS*
***Note:** *Only includes children under 6 years of age*

Table 41: Vacant Units			
Year Built	Suitable For Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	-	-	6,047
Abandoned Vacant Units	-		-
REO Properties	-	-	-
Abandoned REO Properties	-	-	-

***Data Source**: 2023 5-Year ACS*
***Note:** Data for units suitable for rehab is not collected by the City; Vacant Units 2023 5-Year ACS*

Need for Owner and Rental Rehabilitation

Though data on units suitable for rehabilitation is not available for Abilene, Table 7 shows that 110 renter-occupied and 175 owner-occupied units (among households at 0-100% AMI) are considered substandard, defined as lacking complete plumbing or kitchen facilities. In addition, there are approximately 15,725 owner-occupied units and 10,910 renter-occupied units that were built before 1980 and may contain lead-based paint hazards.

The City of Abilene has programs that fund home rehabilitations, including the Critical Repair Program, which assists single-family owner-occupied homes with critical repair problems that are a detriment to life, safety, or health, including leaks in roofs, lacking water/gas/heat/electrical service, and open sewers. The Single-Family Rehabilitation Program assists with repairs needed to bring a home into code compliance and is targeted toward homes needing extensive repairs. There are currently no programs targeted toward renter-occupied units.

Estimated Number of Housing Units Occupied by Families with Lead-Based Paint Hazards.

According to ACS data, roughly 60% of owner-occupied units and 49.7% of renter-occupied units were built before 1980 and are thus subject to a risk of lead-based paint hazard. (Though pre-1978 is the common cutoff for assessing lead-based paint risks, data is only available for pre-1980 and is thus an approximation.) Over 4,200 units were built before 1980 and have children under 6 living in the home. Given that aging homes and areas typically cycle from high-income populations to lower-income populations, it may be assumed that the aging housing stock subject to lead-based paint risks may be occupied by lower-income populations. Typically, with some exceptions, the oldest neighborhoods are where the poorest residents are found. As a result, it is reasonable to assume that most of the homes built prior to 1980 and occupied by families with children are likely occupied by low- or moderate-income families.

Discussion

There is an extensive need for home repair programs in Abilene targeting the improvement of the City's oldest housing stock. The City has several programs, funded by the City's CDBG and HOME grants, that provide homeowners of single-family housing with assistance to facilitate needed repairs. These repairs include structural and cosmetic repairs both inside the unit and on the exterior and testing for and remediation of lead-based paint hazards in older housing units.

Organization survey respondents also indicated that affordable housing options in the City are often in poor condition or located in areas that are far from essential public services.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Abilene Housing Authority has four public housing developments with a total of 213 units in Abilene and provides affordable housing options to over 2,500 families, throughout 20 counties in West Central Texas. This includes administering the Housing Choice Voucher Program.

Table 42: Program Type

	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project Based Vouchers	Tenant Based Vouchers	Special Purpose - VASH	Special Purpose – Family Unification Program	Special Purpose – Disabled*
Total Units/Vouchers in Use	0	0	203	1,695	155	1,414	117	9	N/A
Accessible Units/Vouchers	0	0	18	-	-	-	-	-	-

Data Source: *Abilene Housing Authority*

Describe the supply of public housing developments

The Abilene Housing Authority has three multi-family properties including:

- Earl Williams Complex (4398 N. 7th Street): 75 units; 1-4 bedrooms
- Riviera Complex (3001 N. 6th Street): 38 units; 2-4 bedrooms
- V.E. Brailsford Complex (2100 and 2250 Vogel Street): 72 units; 1-4 bedrooms

The housing authority also has one elderly complex (62 years and older) called Robert Deegan Place, located at 3402 Rebecca Lane. This complex has 28 one-bed, one-bath units.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Abilene Housing Authority currently owns and operates a total of 213 Public Housing units (at four properties). The units were built in the mid 1980's. These units serve a range of household types, including families with children, elderly residents, and individuals with disabilities. The AHA conducts regular assessments of its housing stock through Physical Needs Assessment (PNA), Capital Fund Program (CFP) submissions, and routine inspections to evaluate and maintain the physical condition of its properties. The Abilene Housing Authority remains committed to maintaining its public housing portfolio in good physical condition through proactive asset management and capital reinvestment. All units are managed under the framework of the current Agency Plan, and the AHA continues to explore opportunities to enhance housing quality and long-term sustainability through HUD programs and local partnerships. Robert Deegan Place on Rebecca Lane received an inspection score of 93, indicating good condition.

Public Housing Condition

Table 43: Public Housing Condition	
Public Housing Development	**Average Inspection Score**
Robert Deegan Place	93

Data Source: *HUD User, https://www.huduser.gov/portal/datasets/pis.html; Abilene Housing Authority*

Describe the restoration and revitalization needs of public housing units in the jurisdiction.

AHA recognizes the critical importance of restoring and revitalizing its public housing stock to ensure long-term sustainability, safety, and quality of life for residents.

The restoration and revitalization of public housing in the jurisdiction are essential to preserving affordable housing and improving the quality of life for residents. The AHA is actively leveraging HUD resources, upgrading units at turnover (i.e. new flooring, ceiling fans, appliances, tub installs, etc.) and procuring contractors to facilitate the work. Continued funding and policy support are necessary to ensure these efforts are successful and equitable for all residents.

The City continues to take the following steps concerning all government funded housing rehabilitation of public housing units and encourages the same on private housing projects.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Provide testing for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post 1978 unit, or unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City sponsored housing.
- The City of Abilene Office of Neighborhood Services (NS) and the AHA have fully implemented HUD's Lead-Safe Housing Rule as required by the Office of Healthy Homes and Lead Hazard Control.
- Non-routine public housing improvements are conducted periodically to repair and install improvements such as refrigerators, ranges, AC guards, water heaters, state-mandated smoke detector installs, plumbing, sidewalks, and concrete ramps, etc.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

AHA is committed to enhancing the quality of life for low-and moderate-income families residing in public housing by implementing a comprehensive, resident-focused strategy. AHA's approach is grounded in equity, safety, sustainability, and opportunity, and is guided by both community input and the goals outlined in the Public Housing Agency Plan. AHA's strategy for improving the living environment of public housing residents is both comprehensive and adaptive. Through sustained investment, strategic partnerships, and active resident engagement, AHA aims to create vibrant, inclusive communities where low- and moderate-income families can thrive.

The Abilene Housing Program administers two programs for the benefit of its residents:

- The Money Follows the Person (MFP) Program: Five units have been set aside for this program. The program allows Texans who are eligible for Medicaid and living in a nursing facility to relocate back into the community to receive long-term services and support.

- The Resident Opportunities and Self-Sufficiency (ROSS) Program: ROSS works with residents to identify barriers to self-sufficiency and connects residents with local service providers in the community to meet those needs. Services are provided with:
    - Employment
    - Elderly or disabled
    - Education
    - Financial literacy
    - Health & wellness
    - Addictions

AHA has a ROSS and Resident Services Coordinator on staff. These two positions work with the Public Housing residents to determine their needs, wants and interests. Based on resident feedback, AHA creates a range of programs and services to address their needs. Both positions create programs and connect with community partners to provide on-site training, tutoring, wellness checks, child summer camps, etc.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Abilene's community organizations provide emergency, transitional, and permanent supportive housing beds and rapid rehousing for families, adults, and veterans. As shown in the table below, there are a total of 647 beds available in Abilene. Among these, 366 are emergency shelter beds, 50 are transitional housing beds, and 231 are permanent supportive housing beds. As shown in Table 44, veteran households comprised the largest share of the sheltered homeless population. Unaccompanied youth and households with adults and children were the least common household types represented within the sheltered homeless population.

Table 44: Facilities and Housing Targeted to Homeless Households

Types of Homeless Households	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	3	3	4	1	3
Households with Only Adults	90	30	9	15	19
Chronically Homeless Households	90	30	13	15	19
Veterans	90	30	13	159	0
Unaccompanied Youth	0	0	11	0	0

Data Source: *HUD Continuum of Care Homeless Assistance Programs Housing Inventory Count Report*

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

The West Texas Homeless Network (WTHN) partners include health care providers such as Abilene Community Health Clinic, Presbyterian Medical Care Mission and Hendrick Health System for physical health care needs. Betty Hardwick Center is the local mental health authority and can provide outpatient mental health substance use and mental health services and/or coordinate inpatient services for those who require that. Goodwill and the West Texas Workforce Center offer employment support for individuals seeking work. All of these can be essential to addressing barriers that prevent housing.

Additional services in place include, but are not limited to:

<u>Rental/Mortgage/Utility Assistance</u>

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- First Baptist Church of Abilene

- Episcopal Church of the Heavenly Rest
- Shackelford County Resource Center
- Taylor County Veterans Services Office
- The Salvation Army
- Christian Service Center of Abilene
- Christ Community Resource Center
- Abilene Baptist Social Ministries
- Methodist Service Center and Pantry of Abilene

Rental Assistance

- Abilene Housing Authority
- Sweetwater Public Housing Authority
- Stamford Public Housing Authority
- Baird Public Housing Authority
- Anson Public Housing Authority

Outreach to Homeless on the Streets:

- Love & Care Ministries - conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites.
- Baptist Children's and Family Services (Our House) - provides street outreach to homeless youth. These unaccompanied youth receive food, shelter, clothing, tutoring, and counseling.
- City Light Community Ministries - as part of the West Texas Homeless Network, City Light Community Ministries is an outreach program of the First Baptist Church of Abilene, assisting homeless with various services.
- Breakfast on Beech Street - provides outreach services to street homeless and low-income persons by providing food.
- Drop-In Centers are operated by The Salvation Army and Love & Care Ministries to help homeless people learn about and access available services. Drop-In Centers offer a range of basic services, including food, showers, laundry, and clothing.

Outreach to Other Homeless:

- The Drop-In Centers operated by The Salvation Army and Love & Care Ministries also provide outreach and services to homeless families.
- With the addition of the 2-1-1 system across Texas, outreach to other homeless individuals has become easier. Anyone in need can use any phone to dial 2-1-1 for assistance and be connected immediately to Abilene’s A Call For Help Community Resource Center.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Locally, the Salvation Army is the only emergency shelter open for all populations. It is often at capacity. People who are fleeing or experiencing domestic violence may shelter at Noah Project. Youth ages 18-25 may be able to enter housing at BCFS Our House. Abilene Hope Haven works as a transitional shelter for unhoused people who are entering a housing program from the Coordinated Entry by Names List. A host of service providers offer food, clothing, mental health, physical health, substance abuse treatment, employment services and other needed support for these populations.

Table 45: Services and Facilities that Meet the Needs of Homeless Persons

Agency	Program(s)	Description
BCFS	Life skills training	Community-based care for at-risk families and children, prevention and early intervention services, housing for young adults aging out of the foster care system, mental health and life skill services
The Salvation Army	Life skills training, Mental health and counseling services	Case management providing coaching and support in discovering personal strengths and setting goals, connection to needed community resources, emotional and spiritual support through local volunteers and pastoral care teams
FaithWorks	Life skills training	Career development sessions including computer skills, conflict resolution skills, and life skills curriculum
Abilene Hope Haven, Inc.	Life skills training, Employment assistance	Transitional housing
ARCADA	Life skills training	Youth prevention programs
Betty Hardwick MHMR	Mental health and counseling services	Case management, housing, food, and mental health services
Christian Service Center	Family services, Medical care	Clothing, food, bus passes, dental, rental assistance, heaters, fans, showers, and lunches
Noah Project	Mental health and counseling services, Employment assistance	Center of care for victims of family violence, sexual assault, and trafficking, providing shelter and support services
Abilene ISD Homeless Liaison	Homeless youth	Enrollment assistance, tutors, books/supplies, school-to-family communication, free breakfast and lunch, emergency food items, clothing and hygiene items, bus passes/other transportation needs, medical/dental/mental health referrals, baby/childcare items, community agency referrals, ID assistance

Agency	Program(s)	Description
Harmony Family Services	Homeless youth	Foster parent and emergency shelter services
Hendrick Home for Children	Homeless youth, Family services	Housing, clothing, medical, dental, educational, and emotional support for school-aged children in a residential environment; housing, utilities, food, counseling for single parents
New Horizons	Homeless youth, Family services	Foster care and adoption services
Methodist Children's Home & Services	Family services	Foster care and family preservation services through a community services program to meet the needs of families with one or more children between the ages of 0 to 17; staff care for illness, conflict, school difficulties, or parenting challenges
Presbyterian Children's Home & Services	Family services	Mentoring, transitional living, family counseling, foster care and adoption
Taylor County Veteran Services Office	Medical care	Veteran assistance with claim preparation and submission; advocacy
Presbyterian Medical Care Mission	Mental health and counseling services, Medical care	Affordable, quality primary medical care, plus endocrinology and rheumatology, to low-income and uninsured adults
Abilene/Taylor County Public Health District	Medical care, AIDS/HIV services	Vaccination programs; women, infant, and children programs
Shackelford County Community Resource Center	Medical care	Medical clinic
West Texas Council of Government Career Centers	Employment assistance	Section 3 program to provide training, employment, contracting, and other economic opportunities to low- and very low-income persons
Goodwill Industries	Employment assistance	One-on-one job training and placement services; career coaching, resume writing, interviewing skills, computer access and training, job search assistance, auxiliary support items
Workforce Solutions of West Central Texas	Employment assistance	Full employment support, career counseling, job matching, training opportunities, and child care assistance
Dignity Health Management Center	AIDS/HIV services	Clinic, case management, public education
AIDS Resource of Rural Texas	AIDS/HIV services	Clinic
CityLink	Transportation	ADA paratransit van service, curb-to-curb service, on-demand public ridesharing, fixed route bus service
RoadRunner Taxi	Transportation	Affordable cab service

Agency	Program(s)	Description
Veteran's Administration Medical Transportation	Transportation	DAV vans
Legal Aid of Northwest Texas	Legal services	Civil/family law assistance
Disability in Action	Legal services	Information and referral, individual advocacy, systems advocacy, peer support, independent living skills training, transition support
Veterans Services	Legal services	

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations in Abilene include the elderly; frail elderly; persons with mental, physical, or developmental disabilities; persons with HIV/AIDS; and persons with substance abuse problems. Considering the non-homeless special needs population, many in these populations are currently having their housing and service needs met without or with limited public assistance. Circumstances, however, are subject to change and the more the community prepares for future needs, the better it will be able to meet those needs when they occur.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify and describe their supportive housing needs.

The supportive housing needs of special needs populations in Abilene vary according to the population. There are 21,616 individuals in Abilene aged 62 years and older. Many of these individuals are retired or will soon be retiring from employment and will likely live on fixed incomes. Additionally, as individuals age, they are more likely to develop age-related health conditions that could lead to a decline in overall health and mobility requiring specialized housing. These needs may include nursing care facilities targeted to lower income households who cannot afford private nursing home care. Permanent supportive housing options for persons with mental, physical, and developmental disabilities may also become a pressing issue as persons with disabilities, who were previously cared for by parents lose those caregivers to death or incapacity. With healthcare systems enabling persons with disabilities to live longer, many are now outliving their caregivers; thus, increasing the demand for group housing that provides the care this population needs.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

In a community the size of Abilene, there is constant communication between supportive service and housing providers. Persons who return from mental health hospitals are referred to the local mental health authority for aftercare services, including assessment of basic needs (housing, food, clothing) and referred to appropriate supports. Similarly, clients leaving acute care hospitals receive similar coordination of care. They may be assessed and added to the By Names List if they are unable to access other housing.

The West Texas Homeless Network has facilitated a more formal collaboration between service providers. The monthly Network meetings provide a forum for discussing obstacles and learning about new services. In addition, the local 2-1-1 Call for Help through United Way also meets quarterly with all agencies listed in their service to discuss needs. Case management remains the most effective way to coordinate services for homeless individuals and families and is the primary method used to move homeless individuals through the system.

For homeless persons entering the system, the 2-1-1 Texas A Call for Help Community Resource Center and the Homeless Management Information System (HMIS) can offer information and referral to case management and other supportive services. Most services are provided on a first-come, first-serve basis with the majority of programs having an application process and eligibility requirement.

Discharge Planning Policy

The Texas Balance of State Continuum of Care states basic provisions of a discharge policy, including:

- Discharge from institutions (e.g., medical facilities, criminal justice system, etc.) into homelessness is prohibited.
- Discharge planning begins at entry into the institution, and appropriate planning processes are created and monitored.
- Access to mainstream service systems (establishing eligibility while still in the institution is necessary for reducing recidivism and homelessness).

The West Texas Homeless Network met with city/county government, hospitals, Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters
- Identify public institutions that should be providing housing as part of discharge planning
- Have shelters keep record for a month on where shelter residents resided prior to entering the shelter
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one- year goals. 91.315(e).

The City funds owner-occupied housing rehabilitation through grants to low- and moderate-income homeowners for the rehabilitation of single-family residential structures. The City also funds a critical repair program in an attempt to maintain housing stock, so that non-homeless persons with special needs can continue to reside in their own homes. As homeowners age, they are often unable to continue to provide the maintenance needed to keep the home habitable. The City's programs work with those homeowners to address pressing issues that arise, such as roof leaks or plumbing failures, and more extensive rehabilitation needed to bring a home completely up to current building code. The City has also introduced RebuildABI, the purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program.

MA-40 Barriers to Affordable Housing – 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The following are identified barriers to affordable housing in Abilene, which include barriers for low-income households looking to purchase and rehabilitate affordable housing, as well as barriers that prevent greater production or preservation of affordable housing.

- **Insufficient funds for down payment** - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the savings for a down payment.
- **High existing debt of prospective purchasers** - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that hinder qualifying private lender financing.
- **Poor credit or lack of credit** - A very common barrier to home ownership is a blemished credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Also, many potential low-income homebuyers have no credit record, limiting their ability to receive a loan.
- **Available funding** - A common barrier to affordable housing is the jurisdiction's available funding. When Federal grants or funding sources decrease or disappear, the ability to address affordable housing issues for low-income residents becomes more difficult or impossible.
- **Regulations and Permitting Processes** – Abilene can continue to review its zoning and permitting processes to cut down on the financial costs of time spent in reviews for developers, to ultimately reduce the cost of new affordable developments.
- **Statewide LIHTC Regulations** – A 2023 University of Texas report cited LIHTC scoring criteria in the state's Qualified Allocation Plan (QAP) that can make it difficult for needed projects to receive LIHTC allocations.[12]
- **High construction costs and tariff uncertainty** – High development costs of new affordable housing have made it difficult for new development proposals to pencil out, and this reality may be compounded by the uncertainty of tariffs being imposed in 2025.
- **Low number of living-wage jobs available**.
- **Need for property repairs** - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property

[12] "Affordable Housing Challenges and Opportunities in Texas", The University of Texas at Austin, February 2023

improvements does not necessarily translate into a corresponding increase in the value of the property.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Abilene's economy sees significant employment in the education and health care services sector. The unemployment rate in the city is relatively low, at 2.7%, compared to 5.1% in the State of Texas; however, Abilene's population aged 16-24 years old demonstrate higher rates of unemployment. Sales and office; service; and management, business, and financial occupations are the most prevalent occupations by sector among Abilene's civilian labor force. About 90% of the population has a commute time of less than 30 minutes, suggesting that most employment opportunities are relatively close to places of residence. The city has a fair amount of residents across the educational spectrum to draw from to support its the local economy.

Economic Development Market Analysis

Table 46: Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs Less Workers %
Agriculture, Mining, Oil & Gas Extraction	768	1,165	1.4%	2.1%	0.8
Arts, Entertainment, Accommodations	4,980	5,977	8.8%	11.0%	2.2
Construction	3,554	2,461	6.3%	4.5%	-1.8
Education and Health Care Services	16,728	19,045	29.7%	35.1%	5.4
Finance, Insurance, and Real Estate	3,976	4,030	7.1%	7.4%	0.4
Information	636	646	1.1%	1.2%	0.1
Manufacturing	3,219	2,603	5.7%	4.8%	-0.9
Other Services	3,090	1,805	5.5%	3.3%	-2.2
Professional, Scientific, Management Services	4,750	4,635	8.4%	8.5%	0.1
Public Administration	3,058	2,225	5.4%	4.1%	-1.3
Retail Trade	7,478	6,551	13.3%	12.1%	-1.2
Transportation and Warehousing	3,228	959	5.7%	1.8%	-4.0
Wholesale Trade	822	2,167	1.5%	4.0%	2.5
Total	**56,287**	**54,269**	**100.0%**	**100.0%**	

Data Source: *2023 5-Year ACS (Workers), 2022 Longitudinal Employer-Household Dynamics (Jobs*

Table 47: Labor Force	
Employment Characteristics	**Number of People**
Total Population in the Civilian Labor Force	57,850
Civilian Employed Population 16 years and over	97%
Unemployment Rate	2.7%
Unemployment Rate for Ages 16-19	6.3%
Unemployment Rate for Ages 20-24	3.3%
Unemployment Rate for Ages 25-65	2.4%

Data Source: *2023 5-Year ACS*

Table 48: Occupations by Sector	
Occupations by Sector	**Number of People**
Management, business and financial	5,899
Farming, fisheries and forestry occupations	83
Service	6,828
Sales and office	8,613
Construction, extraction, maintenance and repair	2,611
Production, transportation and material moving	4,636

Data Source: *2023 5-Year ACS*

Table 49: Travel Time		
Travel Time	**Number**	**Percentage**
< 30 Minutes	49,859	90.0%
30-59 Minutes	2,438	4.4%
60 or More Minutes	1,440	2.6%
Total	**55,399**	**100.00%**

Data Source: *2023 5-Year ACS*

Table 50: Educational Attainment by Employment Status			
Educational Attainment (Population 18+ years)	**In Labor Force**		**Not in Labor Force**
	Civilian Employed	**Unemployed**	
Less than high school graduate	2,896	2,758	138
High school graduate (includes equivalency)	12,381	12,064	317
Some college or Associate's degree	13,150	12,754	396
Bachelor's degree or higher	13,239	13,080	159

Data Source*: 2023 5-Year ACS*

Table 51: Educational Attainment by Age					
Educational Attainment	Age In Years				
	18–24 yrs.	25–34 yrs.	35–44 yrs.	45–64 yrs.	65+ yrs.
Less than 9th grade	229	315	438	960	1,592
9th to 12th grade, no diploma	2,101	1,378	1,533	1,915	1,060
High school graduate, GED, or alternative	5,821	6,254	5,288	7,400	4,695
Some college, no degree	7,747	4,417	3,303	5,370	3,885
Associate's degree	1,186	2,239	1,603	2,243	1,430
Bachelor's degree	1,907	3,600	2,747	4,709	2,809
Graduate or professional degree	183	1,431	2,167	1,872	1,977

Data Source: *2023 5-Year ACS*

Table 52: Median Earnings in the Past 12 Months	
Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$27,047
High school graduate (includes equivalency)	$32,472
Some college or Associate's degree	$41,634
Bachelor's degree	$55,426
Graduate or professional degree	$66,629

Data Source: *2023 5-Year ACS*

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Abilene's economy sees significant employment in the education and health care services sector, followed by retail and arts, entertainment, and accommodations. According to the City of Abilene's 2024 Annual Comprehensive Financial Report (ACFR), the city's top five employers are Dyess Air Force Base, Hendrick Health System, Abilene Independent School District (ISD), Abilene State Supported Living Center, and the City, demonstrating its reliance on government, education, and health care jobs.

Describe the workforce and infrastructure needs of the business community.

Growing industries in Abilene include wind energy, advanced manufacturing, and aerospace and aviation. Abilene is working to meet the skilled workforce needs of these industries through collaborative programs between companies and local primary education institutions. The Abilene ISD operates the Leadership and Innovative Future Technologies (LIFT) Center with career and technical education programs. The Development Corporation of Abilene also recently launched the NextU Program, a focused initiative to grow the city's talent pipeline by continuing to align education with industry needs. Partnerships with Abilene ISD and Wylie ISD support students seeking careers in areas including engineering, electrical power and controls, welding, airframe and powerplant, and software engineering. Students graduate with the experience and industry certifications to be hired by Abilene's employers. Texas State Technical College (TSTC) offers various trade education programs focused on preparing students for in-demand careers in Texas. Some popular programs include Electrical Lineworker Technology, Diesel Technology, Plumbing, HVAC, and Welding. TSTC also provides online training through ed2go, offering flexible, self-paced courses in various fields like Business, Healthcare, Trades, and IT. Abilene new business include the new Great Lakes Cheese opened their packaging and distribution facility in Abilene, Texas in November 2022. They had a grand opening celebration to mark the occasion. Construction on the

facility began in May 2021. The company started hiring employees for the Abilene location later in 2021 and continued with a larger hiring phase in 2022. The latest economic opportunities include Lancium site, that is developing a large-scale AI data center campus in Abilene, Texas, known as the Lancium Clean Campus. This project is part of a broader initiative called Project Stargate, which aims to build AI infrastructure across the US. The Abilene campus, a partnership between Lancium and Crusoe, is designed to support advanced AI workloads and is planned to be one of the largest data center campuses in the world.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Abilene continues to see new facility and expansion announcements from companies creating jobs in Abilene. Education partnerships (mentioned above) will continue to be developed and refined to support the city's employer base with skilled labor.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

According to Develop Abilene's dashboard, over 50% of the population has a high school diploma or equivalent, 9.6% hold an associate's degree, 17.6% hold a bachelor's degree, and 9.5% hold a master's degree or higher. This educational profile suggests that Abilene's workforce is well positioned for the range of occupations in Abilene's major employment sectors, some of which have stringent educational requirements (health care and education) and others of which target high school diploma or associate's degree holders for operational positions. The sectors Abilene has recently attracted, including wind energy and advanced manufacturing, are supported by the various workforce training programs outlined in this section.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

In addition to the ISD partnerships mentioned above, Workforce Solutions of West Central Texas leads the Next Generation Sector Partnerships, which are ongoing meetings, phone conferences, and networking events with area employers to gather continued feedback on needed workforce initiatives for the area. The organization also awards financial aid packages for job seekers to attend over 40 training programs in the region.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The West Central Texas Council of Governments' Comprehensive Economic Development Strategy for 2025-2030 outlines the following plans of action:

- Regional Economic Synergy: Foster regional economic synergy by developing integrated economic strategies that identify and leverage shared resources, infrastructure, and workforce capabilities
- Workforce Development and Economic Diversification: Build a resilient and adaptable regional workforce aligned with emerging opportunities
- Infrastructure and Technical Assistance: Modernize regional infrastructure while providing comprehensive support services

The city economic development representatives actively participate in regional economic development and workforce planning and initiatives to further these goals. The city's funding priorities in this strategic plan, including workforce and infrastructure investments, will support these goals.

Discussion

The City of Abilene has been working to expand economic and employment opportunities in the region. Job training programs operated by various educational institutions in the city help to create a workforce tailored to meet the workforce needs of businesses in the area. The City of Abilene in partnership with Abilene Independent School District (AISD), Wylie ISD, and CISCO College is providing vocational training to high school juniors and seniors in various fields such as welding, HVAC, electrical, and industrial maintenance. The West Central Texas Council of Governments' Comprehensive Economic Development Strategy for 2025-2030 provides a regional framework for economic development initiatives for the coming years.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are

The census tracts that are identified as eligible for CDBG area benefit (median income below 80 percent of the area median income) include some of the oldest neighborhoods in the city. The houses in these neighborhoods are often in poor condition and many are in need of extensive rehabilitation or removal. These neighborhoods are also where the lowest income households in the city live, in housing stock that is in poor condition, and, therefore, offered at lower rents or sales prices. Despite the lower rents or purchase price, the lower income households pay a large portion of their income on housing expenses. Related to housing problems, “concentration” would mean that a neighborhood shows more housing problems than the citywide average.

According to Table 38, there are 142 owner-occupied units, which is less than one percent of all owner-occupied units that have two or more selected conditions. The Cobb Park Area has a high percentage of owner-occupied homes with multiple selected conditions. There are 282 renter-occupied units, or 1.4% of renter-occupied units, that have two or more selected conditions. The south section of the North College neighborhood has a high percentage of renter households with multiple selected conditions.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

A concentration of racial and ethnic minorities or low-income families is defined as an area where the percentage of minorities or low-income families exceeds the overall percentage for the city as a whole. According to the 2023 ACS 5-year estimates, about 33.4% of the population was non-white, and Hispanics/Latinos were 26.9% of the population. The non-white population is concentrated in the central and near-west areas of the city, and the Hispanic/Latino population is also concentrated in the central part of the city. Additionally, HUD identifies racially and ethnically concentrated areas of poverty (R/ECAPs) as census tracts where the non-white population is 50% or more and at least 40% of the population is living at or below poverty. Centrally located census tract 108 is the only tract categorized as R/ECAP

What are the characteristics of the market in these areas/neighborhoods?

These neighborhoods, as mentioned above, contain much of the poorest housing stock in the city. As a result, the housing market contains much of the lowest cost housing as well. Code enforcement officials have worked extensively in these areas to maintain the integrity of the community. The City funds an owner-occupied housing rehabilitation program through grants to low- and moderate-income homeowners for the rehabilitation of single-family residential structures. Rehabilitation and critical repair programs are conducted by the City to improve housing conditions in these areas.

Are there any community assets in these areas/neighborhoods?

These areas do have community assets, including community and senior centers, parks, and other public facilities. Much of the public housing operated by Abilene Housing Authority is also located within these neighborhoods.

Are there other strategic opportunities in any of these areas?

In neighborhoods where many homes have been removed, there may be opportunities for development of new housing units. In areas where Brownfield issues are not a concern, private and non-profit developers can find appropriate redevelopment sites to provide homes for a range of household incomes, including lower- and upper-income households. These efforts would aid in sustainability efforts, bringing more people into the neighborhoods and improving the housing stock available in the market.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband Internet service is available across Abilene's entire geography. There are 1,862 households in Abilene without Internet access, and 2,862 households with no computer. The highest numbers of households without Internet access are concentrated in the <$35,000 household income group. This suggests that lower-income households may face barriers to acquiring Internet service.

Table 53: Number of Households with Computer & Internet Access

	Number of Households
Has a computer	43,820
With Dial-up Internet alone	25
With a Broadband Internet	41,933
Without Internet	1,862
No Computer	2,862
Total	**46,682**

Data Source: *2023 5-Year ACS*

Table 54: Number of Households with Internet by Income

Housing Income	Dial-up Internet	Broadband Internet	No Internet
Less than $10,000	-	1,767	666
$10,000 to $19,999	12	2,688	1,136
$20,000 to $34,999	-	5,185	1,084
$35,000 to $49,999	-	5,123	477
$50,000 to $74,999	-	8,402	570
$75,000 or more	13	19,221	338
Total	**25**	**42,386**	**4,271**

Data Source: *2023 5-Year ACS*

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Abilene has 23 internet providers, including three mobile LTE companies and 13 offering wired or wireless residential broadband. including six Fiber providers, three Cable Internet providers, seven DSL providers, four Fixed Wireless providers and two Satellite providers, suggesting a healthy level of competition.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The Emergency Management section of Abilene's Fire Department conducted a Hazard Analysis[13] to prioritize projects and resources to protect its citizens from various natural hazards. Events considered likely in Abilene include:

- Drought
- Flash flooding
- Wildfire
- Winter storm
- Tornadoes (occasional)

Among these likely risks, tornadoes were the only hazard type with an expected major impact on public health and safety and property. Flash flooding, wildfires, and winter storms were expected to have a moderate impact on health and safety and property in the event of their occurrence. Droughts were expected to have a moderate impact on property and a limited impact on public health and safety.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Housing occupied by low- and moderate-income households is equally vulnerable to the chance that any one of the natural hazards identified above will occur, but certain portions of the central and near-west areas of the city are more vulnerable to flooding; some of the city's concentrations of LMI households are also located in these areas.

[13] City of Abilene Fire Department, Emergency Management, Hazard Analysis

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines the goals and projects the City of Abilene intends to undertake in meeting the priority needs of the community with its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding for the next five years. The priority needs and goals listed in this Strategic Plan were determined through consultation with businesses, nonprofit and other service providers, and the general public via public meetings. Projects undertaken will target individual households whose median income is at or below 80% of area median income (AMI) (individual benefit) or census tracts in the city where 51% or more of the households have incomes at or below 80 percent of AMI (area benefit).

SP-10 Geographic Priorities

Geographic Area

The City of Abilene has not defined specific geographic priority areas.

Describe the basis for allocating investments geographically within the jurisdiction.

The City of Abilene has not defined specific geographic priority areas. Projects undertaken will benefit individual households whose median income is at or below 80% of area median income (AMI) (individual benefit; low- to moderate-income [LMI] households) or census tracts in the city where 51% or more of the households have incomes at or below 80 percent of AMI (area benefit; LMI areas).

Investments will be allocated according to proposals the City receives in response to its CDBG/HOME funding announcements. Demolition activities will be targeted to LMI areas. Rehabilitation programs may be targeted to LMI areas or as individual benefit to LMI households. Public services, likewise, may be offered in LMI areas or generally to qualified residents.

Although not target areas for CDBG and HOME funded activities, the City has also established Neighborhood Empowerment Zones in the Carver and Sears neighborhoods in northern Abilene, to promote and encourage new private business development and the remodeling and new construction of affordable and market rate housing options for the City's historic and economically distressed areas. These areas are targeted with several economic development incentives, and City programs broadly favor projects in these areas and CDBG or HOME activities may be prioritized in these areas.

SP-25 Priority Needs

Table 55: Priority Needs Summary	
1	**Priority Need Name: Housing**
	Priority Level: High
	Population **Income Level:** Low; Moderate **Family Types**: Large families; Families with children; Elderly **Homeless:** N/A **Non-homeless Special Needs:** N/A
	Target Areas Affected: N/A
	Associated Goals: Provide Safe, Decent, Affordable Housing
	Description: *Goal:* Low- to moderate-income citizens will have access to safe, decent and affordable housing *Objectives:* Maintain, rehabilitate and improve existing single-family housing units, including emergency repairs; Increase the availability, financial accessibility and support for affordable home ownership opportunities; Increase the availability, financial accessibility and support of affordable and subsidized rental units; Support the expansion of education and enforcement of safety codes and/or services to improve conditions of housing through demolition through the removal of slum/blight; Increase the availability, financial accessibility and support for handicap accessible/disabled, senior housing; Educate renters and landlords on all aspects of fair housing practices to include, but not limited to, property maintenance and environmental hazards.
	Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.
2	**Priority Need Name: Community Services (Public Services)**
	Priority Level: High
	Population **Income Level:** Low; Moderate **Family Types**: Large families; Families with children; Elderly **Homeless:** N/A **Non-homeless Special Needs:** N/A
	Target Areas Affected: N/A
	Associated Goals: Support Public Services for Homeless and LMI Persons

Description:
Goal:
Improve the quality of programs and facilities for health and safety, information, transportation and recreation services

Objectives:
Support the expansion of comprehensive affordable health/dental, substance abuse, and mental health services;
Provide and expand social and recreational services and facilities including but not limited to, youth, seniors and individuals with disabilities;
Expand crime prevention strategies, law enforcement services, code enforcement, and domestic violence/child abuse services;
Support maintenance, enhancement and expansion of quality childcare;
Support maintenance, enhancement, and expansion of transportation services;
Support maintenance, enhancement, and expansion of meals/food pantry services.

Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.

3

Priority Need Name: Economic Development

Priority Level: High

Population
Income Level: Low; Moderate
Family Types: Large families; Families with children; Elderly
Homeless: N/A
Non-homeless Special Needs: N/A

Target Areas Affected: N/A

Associated Goals: Support Public Services for Homeless and LMI Persons

Description:
Goal:
Enhance the economic well-being of all citizens

Objectives:
Support maintenance, enhancement and expansion of technical assistance to small businesses;
Support the development of a micro loan/grant program for small business development;
Support the development of job skills training for youth, workforce development and job creation.

Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.

4	**Priority Need Name: Community and Public Facilities**
	Priority Level: High
	Population **Income Level:** Low; Moderate **Family Types**: Large families; Families with children; Elderly **Homeless:** N/A **Non-homeless Special Needs:** N/A
	Target Areas Affected: N/A
	Associated Goals: Revitalize Neighborhoods; Support Public Services for Homeless and LMI Persons
	Description: *Goal:* Enhance the physical environment of Abilene *Objectives:* Provide and maintain adequate public and community facilities, recreational facilities and infrastructure especially in low- to moderate-income (LMI) areas, including green spaces; Provide and maintain adequate transportation facilities and enhance pedestrian, bike, and traffic safety.
	Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.
5	**Priority Need Name: Public Improvements and Public Infrastructure**
	Priority Level: High
	Population **Income Level:** Low; Moderate **Family Types**: Large families; Families with children; Elderly; Public housing residents **Homeless:** N/A **Non-homeless Special Needs:** Non-housing community development
	Target Areas Affected: N/A
	Associated Goals: Revitalize Neighborhoods
	Description: *Goal:* Enhance the physical infrastructure of Abilene *Objective:* Support maintenance, enhancement and expansion of streets, sidewalks, drainage, water and sewer connections.

	Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.
6	**Priority Need Name: Homeless Needs and Services**
	Priority Level: High
	Population **Income Level:** Extremely low; Low **Family Types**: Large families; Families with children; Elderly **Homeless:** Rural; Chronic homelessness; Individuals; Families with children; Mentally ill; Chronic substance abuse; Veterans; Persons with HIV/AIDS; Victims of domestic violence; Unaccompanied youth **Non-homeless Special Needs:** N/A
	Target Areas Affected: N/A
	Associated Goals: Support Public Services for Homeless and LMI Persons
	Description: *Goal:* Prevent and reduce homelessness *Objectives:* Support mental health/supportive services; Support homeless prevention and emergency assistance services; Provide and maintain homeless facilities, transitional housing facilities, emergency housing, domestic violence shelters, unaccompanied youth and ex-offenders.
	Basis for Relative Priority: Priorities were determined by analyzing the results of the Needs Assessment and Market Analysis as well as citizen engagement and consultation input.

Narrative (optional)

These priority needs are a continuation from the last consolidated plan period. Through stakeholder and public input and the data-driven needs assessment and market analysis findings, the City found that the priority needs remain the same. The City will continue to address these needs over the next five years.

SP-30 Influence of Market Conditions

Influence of Market Conditions

The following Market Characteristics will influence the use of funds available for various housing types.

Table 56: Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The use of tenant-based rental assistance and Section 8 vouchers are dependent on rental property owners' willingness to rent their units to TBRA and Section 8 Voucher clients. In many communities, landlords are reluctant to rent to these clients due to the reputation they have that the clients do not take care of the property as well as other renters do. Other market conditions that could influence the use of TBRA and Section 8 Vouchers are dependent on requested rent prices at a rental property. If rents are too high, the rental assistance or FMR might not be enough to allow clients to lease the units, even if the landlord was willing. The Market Analysis shows that median contract rent in Abilene roughly tracks fair market rents, so market rents are not expected to be a significant barrier to the success of rental assistance programs.
TBRA for Non-Homeless Special Needs	Non-homeless special needs residents may face a shortage of housing units that meet their accessibility needs. Most housing has not had accessibility improvements to accommodate individuals with mobility issues. While landlords are obligated to make reasonable accommodations for these renters, many require accommodations that would be beyond what most landlords would consider reasonable.
New Unit Production	Interest rates on home loans have increased substantially over the last several years, as well as median home values in Abilene. Construction costs for new housing have also risen, and market conditions make it difficult for new developments to appeal to potential investors.
Rehabilitation	Rehabilitation costs for units occupied by LMI populations may be prohibitive, particularly given the lower probability that investments in housing stock occupied by lower-income populations will result in gains in home value. Accordingly, rehabilitation costs may need to be funded through public or nonprofit grant programs.
Acquisition, Including Preservation	Though housing prices in Abilene have increased, it is still a comparably affordable market. However, continued increases in median home value will reduce the impact of public dollars for housing acquisition and preservation.

SP-35 Anticipated Resources

Introduction

The City of Abilene receives funding from the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program. An estimated $6,922,100 is anticipated to be awarded to the City through CDBG and HOME Entitlement funds during the five-year period. In the first year, the city will receive a total of $1,384,423.76 of CDBG and HOME Entitlement funds, including $7,500 in CDBG Program Income and $9,000 in HOME Program Income, as well as anticipated reprogrammed funds of $95,117 in prior year CDBG funds and $85,490 in prior year HOME funds for use in the first year.

Table 57: Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation $	Program Income $	Prior Year Resources $	Total $		
CDBG	Public Federal	• Acquisition • Admin and Planning • Economic Development • Homeowner Rehab • Housing • Public Improvements • Public Services	$912,242	$7,500	$95,117	$1,014,859	$3,648,900	CDBG funds a variety of activities, including housing, public facilities and improvements, public services, and other community development that assists LMI residents and neighborhoods.
HOME	Public Federal	• Acquisition • Admin and Planning • Homebuyer Assistance • Homeowner Rehab • New Construction for Ownership	$472,181.76	$9,000	$85,490	$566,671.76	$1,888,700	HOME funds expand the supply of housing affordable to LMI households.

Explain how Federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

Federal funds will leverage additional program funds raised by service organizations through outside sources, other loan sources needed for housing development activities, and the City's General Fund, where appropriate. The City's HOME match requirement comes entirely through the CHDO, Habitat for Humanity. For each HOME-assisted affordable housing unit constructed, the match is satisfied by volunteer hours, sweat equity, in-kind labor and materials, and with the discounted Present Day Value of yield foregone on the 0% interest financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Not applicable. The City will continue to evaluate opportunities to use public lands for future development.

Discussion

The City continues to seek out other funding sources to enhance the resources of program partners and the effectiveness of CDBG and HOME funding.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Table 58: Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Abilene	Government	Economic Development Homelessness Non-homeless Special Needs Affordable Housing-Ownership Planning Neighborhood Improvements Public Facilities Public Services	Jurisdiction
Abilene Housing Authority	PHA	Public Housing Affordable Housing-Rental	Jurisdiction
West Central Texas Council of Governments	Regional organization	Economic Development Planning Neighborhood Improvements	Region
Abilene Habitat for Humanity	Non-profit organizations	Affordable Housing-Ownership	Jurisdiction
Day Nursery of Abilene	Non-profit organizations	Economic Development	Jurisdiction
Abilene-Taylor County Public Health District	Regional organization	Homelessness Public Services	Region
Abilene Hope Haven	Non-profit organizations	Homelessness	Jurisdiction
West Texas Homeless Network	Regional organization	Homelessness	Region
The Salvation Army of Abilene	Non-profit organizations	Homelessness Public Services	Jurisdiction
Noah Project	Non-profit organizations	Homelessness	Region
Dignity Health Management Center	Non-profit organizations	Public Services	Region

Assess strengths and gaps in the institutional delivery system.

The institutional delivery system in Abilene is well coordinated and spans a range of community needs. The City has many years of experience managing and implementing the programs addressed in the Consolidated Plan, as well as working with outside agencies that fill some of the needs identified in the Consolidated Plan.

Table 59: Homeless Prevention Services Summary			
Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homeless Prevention Services			
Counseling / Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

The services targeted to homeless persons and persons with HIV/AIDS and mainstream services are made available through a variety of non-profit service providers that constitute the West Texas Homeless Network. These organizations partner with each other, the City, and mainstream service providers to provide a wide-ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. Habitat for Humanity is actively working with the West Texas Homeless Network to rehouse homeless individuals.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, reduce homelessness, and address other special needs. The City G.V. Daniels Recreation/Senior Center and Ceasar Chavez Recreation/Senior Center were recently demolished in late 2024 to make way for rebuilding newer, more modern facilities. When the Centers reopens, they will continue to work to provide access and training to citizens and youth to improve/update their technology skills and to improve employment opportunities. Additionally, the Office of Neighborhood Services (under the Planning and Development Services Department), which administers the CDBG and HOME programs, will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan, continued involvement with organized targeted neighborhood organizations, and active collaboration with entities such as the United Way, West Texas Homeless Network, Baptist Children and Family Services (BCFS), Disability in Action, Hope Haven Too, Habitat for Humanity, FaithWorks, and the Abilene Housing Authority (AHA) to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

The West Texas Homeless Network has identified the following gaps in the service area:

- Limited mainstream resources – many chronically homeless individuals do not stay in the area long enough to determine eligibility for services
- Limited staff and a lack of financial resources and capacity to construct and manage permanent supportive housing projects
- Lack of permanent supportive housing in the area and a lengthy waiting list
- Limited access to medical and dental care

The City of Abilene does not receive Emergency Solution Grant (ESG) funds; however, the needs of the homeless will be addressed with Continuum of Care funding, through the Abilene Hope Haven projects, Salvation Army Homeless Prevention Rapid-ReHousing (HPRR) program and West Texas Homeless Network member agencies. Assistance for veterans is also available through the AHA HUD-VASH Program and a collaborative program with the Big Spring VA Medical Centers (VAMC).

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The City of Abilene will implement the Consolidated Plan by using the Planning and Development Services Department, Neighborhoods Initiatives Division (as part of the Office of Neighborhood Services) as the lead agency. This Division has an experienced team of staff members as well as an in-house Housing Rehabilitation Coordinator. Staff will manage and work closely with non-profit and for-profit organizations in carrying out the Strategic Plan activities. Various initiatives within the strategy include:

- Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.
- Work with private industry to address important issues that hamper housing and community development efforts.
- Identify opportunities to create private/public partnerships for project finance and development to leverage federal funds.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Table 60: Goals Summary

Goal Name	Years	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Provide Safe, Decent, Affordable Housing	2025 - 2029	• Affordable Housing	N/A	• Housing	CDBG: $2,348,000 HOME: $2,592,000	Homeowner Housing Added: 10 Household Housing Unit Homeowner Housing Rehabilitated: 180 Household Housing Unit Direct Financial Assistance to Homebuyers: 15 Households Assisted
Revitalize Neighborhoods	2025 - 2029	• Non-Housing Community Development	N/A	• Community and Public Facilities • Public Improvements and Public Infrastructure	CDBG: $750,000 HOME: $0	Buildings Demolished: 25
Support Public Services for Homeless and LMI Persons	2025 - 2029	• Homeless • Non-Homeless Special Needs	N/A	• Community Services (Public Services) • Economic Development • Community and Public Facilities • Homeless Needs and Services	CDBG: $1,059,000 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 13,200 Persons Assisted

Table 61: Goal Description		
	Goal Name	**Goal Description**
1	Provide Safe, Decent, Affordable Housing	Goal: Low- to Moderate-income citizens will have access to safe, decent, and affordable housing There is a need for affordable single-family homes and rental units in Abilene. Additionally, the supply of affordable housing, especially in LMI neighborhoods, is often not decent or safe for families. Many homes need minor or major structural, electrical, or plumbing repairs to make them safe. The City of Abilene has prioritized CDBG and HOME funding for its Single Family Rehab and Critical Repair programs to help low- to moderate-income individuals and families make critical repairs to their homes. The City also funds a First-Time Homebuyers program to help low- to moderate-income individuals to purchase their first home. The City will continue to partner with community organizations, such as Habitat for Humanity and the Abilene Housing Authority, to provide safe, decent, and affordable housing for low- to moderate-income individuals and families.
2	Revitalize Neighborhoods	Goal: Improve the quality of neighborhoods to foster safety, economic development and opportunities for residents The City of Abilene has several ongoing programs to improve the physical infrastructure in its neighborhoods and the quality of the built environment to foster neighborhood development, safety and economic opportunity for residents. The City will continue to use CDBG funding for its Demolition Program that removes blighted and unsafe structures in LMI areas.
3	Increase Access to Services and Infrastructure	Goal: Improve the quality of and access to programs and facilities supporting homeless, special needs, and other LMI populations The City will continue to fund community organizations that provide programs related to a variety of public services for LMI households, residents with special needs, and people experiencing homelessness. Homelessness continues to be an issue in Abilene. The City continues to work with its community partners to enhance the number of emergency, transitional, and permanent supportive housing beds available for individuals, families with children, victims of domestic violence, and veterans. The City will continue to prioritize CDBG funding for capital infrastructure projects for community organizations who work with the homeless population to prevent and reduce homelessness.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2).

The City plans to provide HOME funding for housing rehabilitation, first-time homebuyer assistance with down payment and closing cost assistance to provide affordable owner-occupied housing, and CHDO funding for new construction. Eligible applicants are low- and moderate-income households earning 80% AMI or less. A total of 10 households are expected to be assisted through the CHDO Program to purchase a new, affordable home and 25 homebuyers will be assisted through the First Time Homebuyer Program using HOME funding over next five years.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement).

Not applicable.

Activities to Increase Resident Involvements.

The Abilene Housing Authority (AHA) works to provide various opportunities for tenant involvement. The AHA has an active Resident Advisory board consisting of Public Housing participants. This Board works directly with AHA management and the AHA resident initiative coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new or revise old policies. The AHA resident coordinator works directly with many of the community agencies to attain programs and benefits for the residents.

- Work Force Center provides job search, job skills, short-term training, and supportive assistance to residents seeking work.
- Food Bank offers food pantry resources.
- Abilene Independent School System partners with lunch programs, Head Start registration, and truancy prevention.
- Taylor County Extension and WIC supports health and nutrition needs.
- Abilene Recovery Council PRC (Prevention Resource Center) addresses Alcohol, Drug, Tobacco, and self-esteem issues.
- New Horizon offers family counseling.
- House of Faith Abilene provides on-site activities for households with children residing in public housing at the Riviera and Earl Williams sites.
- Boys and Girls Club program expands productive, recreational opportunities for its youth and enables the AHA to provide preventive services for the youth.
- Habitat for Humanity offers presentations for tenants interested in home ownership.
- Member of the Advisory Board for the development of the TTU Federally Qualified Health Clinic.
- Annual Father's Day Initiative invites fathers to be involved with their children through a cookout, games, and community resource tables.
- Money-Follows-the Person (MFP) Program assists families moving from nursing homes back into a community of their choice with supportive services. AHA set aside five public housing units and five Housing Choice Vouchers for this program.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the 'troubled' designation.

Not applicable.

SP-55 Barriers to Affordable Housing – 91.215(h)

Barriers to Affordable Housing

The following barriers to affordable housing are identified in Abilene. These include barriers for low-income households looking to purchase and rehabilitate affordable housing, as well as barriers that prevent greater production or preservation of affordable housing.

- **Insufficient funds for down payment** - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent-burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the savings for a down payment.
- **High existing debt of prospective purchasers** - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that hinder qualifying private lender financing.
- **Poor credit or lack of credit** - A very common barrier to home ownership is a poor credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Also, many potential low-income homebuyers have no credit record, limiting their ability to receive a loan.
- **Available funding** - A common barrier to affordable housing is the jurisdiction's available funding. When Federal grants or funding sources decrease or disappear, the ability to address affordable housing issues for low-income residents becomes more difficult or impossible.
- **Regulations and permitting processes** – Abilene can continue to review its zoning and permitting processes to cut down on the financial costs of time spent in reviews for developers, to ultimately reduce the cost of new affordable developments.
- **Statewide LIHTC regulations** – A 2023 University of Texas report cited LIHTC scoring criteria in the state's Qualified Allocation Plan (QAP) that can make it difficult for needed projects to receive LIHTC allocations.[14]
- **High construction costs and tariff uncertainty** – High development costs of new affordable housing has made it difficult for new development proposals to pencil out, and this reality may be compounded by the uncertainty of tariffs being imposed in 2025.
- **Low number of living-wage jobs available**.
- **Need for property repairs** - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a corresponding increase in the value of the property.

[14] "Affordable Housing Challenges and Opportunities in Texas", The University of Texas at Austin, February 2023

Strategy to Remove or Ameliorate the Barriers to Affordable Housing.

In the past, the City provided regulatory incentives for affordable housing on a case-by-case basis. Any new construction or alterations in empowerment zones can receive permit waivers. Much work remains to increase affordable housing opportunities. As a result, the City will continue to reevaluate all development fees, regulations and program policies and procedures to determine whether any further revisions may be appropriate to enhance affordable housing for low-income city residents. As specific projects are proposed, the City will review the project for its compliance with existing local laws and regulations. If a local law or regulation should prove to have a negative impact on a proposed affordable housing program or project, such law or regulation would be reviewed to determine its viability.

Habitat for Humanity is also considering starting their own program with separate from the CHDO funds for the demolition and home repair programs to work alongside the City's programs for populations in flood plains (City programs will not provide financial support to homes in flood plains).

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The West Texas Homeless Network (WTHN) is designated as the lead organization that provides outreach to the homeless populations and conducts research and surveys to determine their needs. WTHN is a multi-county coalition that conducts the Point-In-Time homeless count survey. The survey estimates the homeless population with a breakdown by demographic characteristics to develop and refine strategies for assisting people out of homelessness. Data quality continues to improve with larger sample sizes. Findings from the 2024 PIT count conducted by WTHN indicate that there are an estimated 338 individuals becoming homeless each year in Abilene and 277 individuals exiting homelessness. WTHN estimates that 40 families will need housing assistance coming from homelessness. Of those 40 families, 6 of those households are projected to be Veteran families.

WTHN will continue to reach out to homeless individuals and families by making available its information and referral service, and advertising available services through different mediums, such as radio and television advertisements, newspapers, and flyers. A well-developed referral and case management system will allow almost any agency to immediately assess the needs of homeless persons. The City is a member of the WTHN and attends regular meeting to coordinate activities to reduce homelessness.

Addressing the emergency and transitional housing needs of homeless persons.

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The WTHN will continue to expand the Homeless Management Information System (HMIS) in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals (pocket resource guide) to include convenience stores and other public locations.

WTHN manages the Coordinated Entry Line, which provides a comprehensive assessment of the needs of individuals and families seeking housing and services ensuring that people at-risk of or are experiencing homelessness can readily access and navigate housing assistance.

Love & Care Ministries conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites. Love & Care Ministries also visits homeless persons in their camps and provides approximately 100 sack lunches per day. Additional services at their facility such as providing lunch 4 days a week which is approximately 100-250 meals each day, and assistance obtaining I.D.’s and birth certificates and providing showering facilities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Table 45 shows a variety of organizations that serve homeless persons in Abilene, providing life skills training, mental health and counseling services, employment assistance, homeless youth services, family services, medical care, AIDS/HIV services, transportation, and legal services. Together, these organizations provide a comprehensive set of services to facilitate the transition of homeless individuals

and families into affordable housing units in the community, with a goal of preventing them from becoming homeless again.

Habitat for Humanity is also actively working with the West Texas Homeless Network to rehouse some of the homeless population.

The partnership between Abilene Police Department Homeless Outreach Team and Abilene Hope Haven allows for engagement to decrease the length of time experiencing homelessness because not everyone comes to the organizations providing housing seeking assistance. It is crucial to meet homeless persons where they are in order to build a relationship and trust, so that they may be more open to assessment and services.

Abilene's Housing Authority's Housing Choice Voucher (HCV) Program partners with local homeless service providers and the Coordinated Entry Process to provide vouchers for referred homeless households. When vouches are available, referred homeless households will be among the first chosen from the wait list, as they have preference. The partnering service organizations, including Abilene Hope Haven, Betty Hardwick, and WCTCOG Supportive Services for Veteran Families (SSVF), will provide case management to help secure the referred households in housing.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

The West Texas Homeless Network met with city/county government, hospitals, the Department of Human Services, members of the Criminal Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters.
- Identify public institutions that should be providing housing as part of discharge planning.
- Have shelters keep a record for a month on where shelter residents resided prior to entering the shelter.
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

The City will continue to collaborate with homeless agencies that provide services to the homeless and persons that are subject to becoming homeless, such as recently released institutionalized persons. The City will continue to provide affordable housing programs that include critical housing repairs that will keep families from becoming homeless.

SP-65 Lead Based Paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards.

The City continues to incorporate lead-based paint evaluation and reduction in its regular housing inspections and housing program review process. It is standard procedure to address lead-based paint hazards through Lead Safe Work Practices and abatement as required by HUD and EPA on homes rehabilitated by the City of Abilene Planning and Development Services Department programs and CHDOs. The City will take the following steps on all private housing projects and the Housing Authority will continue to take the following steps on all government funded housing rehabilitation of public housing units.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Provide testing and abatement for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post-1978 unit, or to a unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City sponsored housing.

City staff frequently researches the website for the Texas Department of Licensing and Registration (TDLR) for licensed Lead Abatement Contractors within the city limits and surrounding counties. There are no licensed contractors within the City of Abilene. The NS Housing Inspector performs lead testing and if the units come back positive for lead, then NS is unable to perform the Single Family Rehab on that property.

NS continues to offer the incentive program for general contractors who become certified in lead paint abatement. Contractor interest has declined due to increased costs to maintain training and license/certification. Small construction companies cannot justify the expense with the personnel turnover rate. The City currently has no local lead certified contractors but is trying to locate a local certified testing contractor.

How are the actions listed above related to the extent of lead poisoning and hazards?

The actions above recognize that the houses targeted for rehabilitation are likely older homes occupied by low- to moderate-income households that are more likely to contain lead-based paint. This program allows the City to gradually remedy these hazards as it targets funds toward improving the housing stock for lower-income residents.

How are the actions listed above integrated into housing policies and procedures?

The City of Abilene currently performs visual inspections of housing units included in their housing programs. Staff responsible for following lead-based paint procedures is trained, certified & licensed in the following: Lead Inspector, Lead Risk Assessor, Lead Project Designer, Industrial Radiation Safety Officer, and NSPIRE (National Standard for the Physical Inspection of Real Estate). Disclosure Rule is verified by the lead inspector upon the initial inspection. Lead hazard information pamphlet is provided to recipient on initial appointment by City staff. The signature on the disclosure form is acquired & located in the client file. Where defective paint is observed, surfaces are prepped and repainted, following

abatement guidelines provided by HUD. All rehabilitation and down-payment assistance programs include provisions requiring that all painted surfaces be in good condition. NS has purchased an XRF Analyzer (lead machine) which has high accuracy and speeds up the inspection process, avoiding the need to disturb areas that may contain lead.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families.

The lowest income households are generally those threatened with homelessness as well as persons in public or assisted housing who are dependent upon public subsidies to maintain their own residences. In all, this segment of the population has the highest incidence of poverty. The City's focus on reducing the number of poverty-level families will continue to consist of promoting self-sufficiency and innovative economic development strategies.

The City of Abilene Economic Development Department will continue to support and promote economic expansion in a number of ways that enhance opportunities for low- and moderate-income residents. Many local organizations, such as Workforce Solutions and FaithWorks, among others, help low- and moderate-income residents with career and life skills so they can secure and maintain employment and reach self-sufficiency. The Economic Development Department continues to be proactive in attracting and retaining businesses that will bring salaries above the local average in order to raise the level of income for all Abilenians.

The Development Corporation of Abilene (DCOA) targets market shortages in the area, which benefit the unemployed/underemployed, and opens up entry-level opportunities and other higher-paying jobs as well. The DCOA continues to build the future Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The City's existing poverty-reducing programs and policies work in conjunction with the projects outlined in this plan to reduce poverty on multiple fronts. The housing projects in this plan are complemented by goals and initiatives that provide support households that are poverty-level to boost their skills, provide core resources, and prevent entry and reentry into homelessness.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City's Office of Neighborhood Services (NS) has procedures in place to determine program eligibility. NS uses the Housing Rehab Pro Software to enter project information to develop a line-item bid document for each project. Each contractor receives the same document and time frame. The Housing Inspector monitors the projects before, during, and after construction as well as the period of affordability for the HOME projects (First-Time Homebuyer Program and Single-Family Rehab). The payment for work done is verified by the Inspector and the homeowner. The City has purchasing policies in place that requires that costs are in line and finance policies that require multiple staff signatures on check requests. Each contractor must submit lien waivers when the final payment is requested.

NS performs a one-year warranty inspection on each Critical Repair project, and each Single-Family Rehab project. NS collects proof of insurance after the one-year warranty period to make certain that the client is maintaining the home as their residence.

NS invites new contractors to participate in their programs. Information is maintained on the City of Abilene website, such as the contractor application and City of Abilene requirements. The City encourages and does not discriminate against minority or women-owned businesses.

NS also performs in-house file audits before the file is closed. Compliance and monitoring of both the CDBG and HOME programs are the responsibility of the Neighborhood Initiatives Division of the Planning and Development Services Department. Staff reviews projects proposed by the City and eligible organizations for compliance with national objectives, the Consolidated Plan, local eligibility requirements, and City Council Guidelines. Monthly reports are collected for most programs to serve as an ongoing monitoring mechanism. Ongoing compliance and monitoring activities include the following:

- Projects proposed by eligible organizations will be reviewed by staff for compliance with eligibility requirements, national objectives, Consolidated Plan and City Council guidelines.
- An environmental review record will be prepared and entered into the HUD HEROS system by the inspector. The records will contain all assessments, findings, and pertinent information.
- Monitoring through monthly, quarterly, or annual reporting will be conducted on all programs offered through the City and through contractors and sub-recipients.
- Staff will monitor to ensure that Federal labor standards, bidding, and contract requirements are met.
- Prior to issuing reimbursement for any goods or services, the City will verify that the goods or services have been provided according to specific program requirements.
- An annual monitoring risk assessment and on-site visit, as applicable, will be conducted for contractors, subrecipients, and City services.

Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Abilene receives funding from the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program. In 2025, the City will receive a total of $1,384,423.76 of CDBG and HOME Entitlement funds, including an additional $7,500 in CDBG Program Income and $9,000 in HOME Program Income, as well as $95,117 in anticipated reprogrammed CDBG funds and $85,490 in anticipated reprogrammed HOME funds.

Anticipated Resources

Table 62: Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation $	Program Income $	Prior Year Resources $	Total $		
CDBG	Public Federal	• Acquisition • Admin and Planning • Economic Development • Homeowner Rehab • Housing • Public Improvements • Public Services	$912,242	$7,500	$95,117	$1,014,859	$3,648,900	CDBG funds a variety of activities, including housing, public facilities and improvements, public services, and other community development that assists LMI residents and neighborhoods.
HOME	Public Federal	• Acquisition • Admin and Planning • Homebuyer Assistance • Homeowner Rehab • New Construction for Ownership	$472,181.76	$9,000	$85,490	$566,671.76	$1,888,700	HOME funds expand the supply of housing affordable to LMI households.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City's HOME match requirement comes entirely through the CHDO, Habitat for Humanity. For each HOME-assisted affordable housing unit constructed, the match is satisfied by volunteer hours, sweat equity, in-kind labor and materials, and with the discounted Present Day Value of yield foregone on the 0% interest financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable. The City will continue to evaluate opportunities to use public lands for future development.

Discussion

The City continues to seek out other funding sources to complement the resources of its partners as well as CDBG and HOME funding to support the projects proposed in this Annual Action Plan.

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 63: Goals Summary

Goal Name	Years	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Provide Safe, Decent, Affordable Housing	2025	• Affordable Housing	N/A	• Housing	CDBG: $469,580 HOME: $518,453.76	Homeowner Housing Added: 2 Household Housing Unit Homeowner Housing Rehabilitated: 36 Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted
Revitalize Neighborhoods	2025	• Non-Housing Community Development	N/A	• Community and Public Facilities • Public Improvements and Public Infrastructure	CDBG: $150,000 HOME: $0	Buildings Demolished: 5
Support Public Services for Homeless and LMI Persons	2025	• Homeless • Non-Homeless Special Needs	N/A	• Community Services (Public Services) • Economic Development • Community and Public Facilities • Homeless Needs and Services	CDBG: $211,830 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,852 Persons Assisted

Goal Description

Table 64: Goal Description

	Goal Name	Goal Description
1	Provide Safe, Decent, Affordable Housing	Goal: Low- to Moderate-income citizens will have access to safe, decent, and affordable housing There is a need for affordable single-family homes and rental units in Abilene. Additionally, the supply of affordable housing, especially in LMI neighborhoods, is often not decent or safe for families. Many homes need minor or major structural, electrical, or plumbing repairs to make them safe. The City of Abilene has prioritized CDBG and HOME funding for its Single Family Rehab and Critical Repair programs to help low- to moderate-income individuals and families make critical repairs to their homes. The City also funds a First-Time Homebuyers program to help low- to moderate-income individuals to purchase their first home. The City will continue to partner with community organizations, such as Habitat for Humanity and the Abilene Housing Authority, to provide safe, decent, and affordable housing for low- to moderate-income individuals and families.
2	Revitalize Neighborhoods	Goal: Improve the quality of neighborhoods to foster safety, economic development and opportunities for residents The City of Abilene has several ongoing programs to improve the physical infrastructure in its neighborhoods and the quality of the built environment to foster neighborhood development, safety, and economic opportunity for residents. The City will continue to use CDBG funding for its Demolition Program that removes blighted and unsafe structures in LMI areas.
3	Support Public Services for Homeless and LMI Persons	Goal: Improve the quality of and access to programs and facilities supporting homeless, special needs, and other LMI populations The City will continue to fund community organizations that provide programs related to a variety of public services for LMI households, residents with special needs, and people experiencing homelessness. Homelessness continues to be an issue in Abilene. The City continue to work with its community partners to enhance the number of emergency, transitional, and permanent supportive housing beds available for individuals, families with children, victims of domestic violence, and veterans. The City will continue to prioritize CDBG funding for capital infrastructure projects for community organizations who work with the homeless population to prevent and reduce homelessness.

AP-35 Projects – 91.220(d)

Introduction

The following projects were developed by staff with the input of the public and nonprofit service providers, based on continued engagement and consultation efforts.

Projects

Table 65: Project Information

#	Project Name
1	CDBG Housing Rehab Admin
2	Condemnation/Demolition
3	Critical/Limited Repair CDBG Housing Programs
4	The Salvation Army
5	Dignity Health Management Center
6	Single Family Rehabilitation
7	First-Time Homebuyer Program
8	Community Housing Dev Organization 15% Set Aside
9	CDBG Planning Administration - Direct
10	CDBG Planning Administration - Indirect
11	HOME Program Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected from the various project proposals received from local organizations in response to the City's RFP. Project selection was based on consistency with the priority needs established in this Consolidated Plan and to the extent that funding was available. Organizational competencies were also considered when reviewing project proposals, with a preference for organizations with long-standing histories of successful project management.

AP-38 Projects Summary

Project Summary Information

1	**Project Name**	**CDBG Housing Rehab Admin**
	Target Area	N/A
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Expected Resources	CDBG: $187,580 HOME: $0
	Description	CDBG Housing Program Delivery will support the overall administration and delivery costs for the housing repair programs.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families will be reported in the housing related projects supported by the program delivery.
	Location Description	The Office of Neighborhood Services, located at 555 Walnut Street (Suite 100), will administer programs citywide.
	Planned Activities	Day-to-day administration of housing projects in this Annual Action Plan.
	Goal Outcome Indicator	N/A
2	**Project Name**	**Condemnation/Demolition**
	Target Area	N/A
	Goals Supported	Revitalize Neighborhoods
	Needs Addressed	Public Improvements and Public Infrastructure
	Expected Resources	CDBG: $150,000 HOME: $0
	Description	The City will identify and demolish uninhabitable/vacant/dilapidated commercial and residential structures located in LMI areas to improve public safety, health, and community well-being by removing slum conditions and blight.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This is estimated to assist households living in LMI areas.
	Location Description	15 neighborhoods in the City are considered LMI areas
	Planned Activities	Code officer outreach and relationship building in LMI neighborhoods, demolition.
	Goal Outcome Indicator	Buildings Demolished: 5 Buildings

3	**Project Name**	**Critical/Limited Repair CDBG Housing Programs**
	Target Area	N/A
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Expected Resources	CDBG: $282,000 HOME: $0
	Description	The City will provide financial assistance to LMI households who own their homes for home repairs to fix certain issues that constitute threats to health or safety.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	34 LMI homeowner households
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Home repairs for selected issues that present a detriment to health and safety.
	Goal Outcome Indicator	Homeowner Housing Rehabilitated 34 Household Housing Unit
4	**Project Name**	**The Salvation Army**
	Target Area	N/A
	Goals Supported	Support Public Services for Homeless and LMI Persons
	Needs Addressed	Community Services (Public Services) Community and Public Facilities Homeless Needs and Services
	Expected Resources	CDBG: $140,000 HOME: $0
	Description	The Salvation Army will upgrade windows, an elevator, and HVAC controls at its facility.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	These services will assist low- and moderate-income residents.
	Location Description	The Salvation Army facility is located at 1726 Butternut Street.
	Planned Activities	The Salvation Army will undertake facility upgrades.
	Goal Outcome Indicator	Public Service Activities other than Low/Moderate Income Housing Benefit 2,600 Persons Assisted
5	**Project Name**	**Dignity Health Management Center**
	Target Area	N/A
	Goals Supported	Support Public Services for Homeless and LMI Persons

	Needs Addressed	Community Services (Public Services) Economic Development Community and Public Facilities Homeless Needs and Services
	Expected Resources	CDBG: $71,830 HOME: $0
	Description	Dignity Health Management Center will improve accessibility at its facilities to bring them to ADA code compliance to accommodate various levels of physical disabilities, particularly in its HIV population.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	These services will assist low- and moderate-income residents.
	Location Description	The Dignity Health facilities are located at 402 and 426 Butternut Street.
	Planned Activities	Dignity Health Management Center will undertake accessibility improvements at its facilities.
	Goal Outcome Indicator	Public Service Activities other than Low/Moderate Income Housing Benefit: 252 Persons Assisted
6	**Project Name**	**Single-Family Rehabilitation**
	Target Area	N/A
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Expected Resources	CDBG: $0 HOME: $417,625.76
	Description	The City will undertake whole-home rehabilitations to address issues impacting housing quality for households earning up to 80% AMI.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	2 low- and moderate-income households will be assisted
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Rehabilitate single-family homes in the City.
	Goal Outcome Indicator	Homeowner Housing Rehabilitated 2 Household Housing Unit
7	**Project Name**	**First-Time Homebuyer Program**
	Target Area	N/A
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Expected Resources	CDBG: $0 HOME: $30,000

	Description	The City will assist LMI households with funds to purchase a home for the first time. Up to $5,000 per household can be used toward a down payment and closing costs.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	3 low- and moderate-income homebuyers will be assisted.
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Process applications for the program and administer assistance to help LMI households purchase a home.
	Goal Outcome Indicator	Direct Financial Assistance to Homebuyers: 3 Households Assisted
8	**Project Name**	**Community Housing Dev Organization**
	Target Area	N/A
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Expected Resources	CDBG: $0 HOME: $70,828
	Description	Habitat for Humanity will construct new owner-occupied homes in LMI areas.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 low- and moderate-income households will be assisted to purchase a new, affordable home.
	Location Description	LMI areas citywide
	Planned Activities	Construction of new homes
	Goal Outcome Indicator	Homeowner Housing Added: 2 Household Housing Unit
9	**Project Name**	**CDBG Planning Administration - Direct**
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Expected Resources	CDBG: $93,449 HOME: $0
	Description	General oversight, management and delivery of the CDBG program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the CDBG program.
	Planned Activities	Program administration

	Goal Outcome Indicator	N/A
10	**Project Name**	**CDBG Planning Administration - Indirect**
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Expected Resources	CDBG: $90,000 HOME: $0
	Description	General oversight, management and delivery of the CDBG program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the CDBG program.
	Planned Activities	Program administration
	Goal Outcome Indicator	N/A
11	**Project Name**	**HOME Program Delivery Administration**
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Expected Resources	CDBG: $0 HOME: $48,218
	Description	General oversight, management and delivery of the HOME program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the HOME program.
	Planned Activities	Program administration
	Goal Outcome Indicator	N/A

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Abilene has not defined specific geographic priority areas. Projects undertaken will benefit individual households whose median income is at or below 80% of area median income (AMI) (individual benefit; low- to moderate-income [LMI] households) or Census tracts in the city where 51% or more of the population have household incomes at or below 80 percent of AMI (area benefit; LMI areas).

Rationale for the priorities for allocating investments geographically

Investments will be allocated according to proposals the city receives in response to its CDBG/HOME funding announcements. Demolition will be targeted to LMI areas. Rehab programs may be targeted to LMI areas or as individual benefit to LMI households. Public services, likewise, may be offered in LMI areas or generally to all qualified residents.

Abilene's local officials also identify neighborhood target areas that may change over time. Funds may be directed to these neighborhoods so long as this targeting still satisfies HUD's LMI benefit requirements.

Discussion

The distribution of funds will target LMI households and/or LMI areas, with the potential for neighborhood targeting based on mayor- and council-identified neighborhood target areas.

AP-55 Affordable Housing – 91.220(g)

Introduction

The City and its partners plan to provide Critical Housing Repairs, Single-Family Rehabilitation, First-Time Homebuyer support, and new single-family housing construction to support affordable housing in the City. Eligible applicants are low and moderate-income households (80% AMI or below).

Upon completion, 2 new affordable homes will be constructed, 34 homes will be rehabilitated with critical repairs, 2 homes will be rehabilitated through the Single-Family Rehabilitation Program, and 3 households will be assisted with homeownership opportunities.

Table 66: One Year Goals for the Number of Households to be Supported by Population Type

Population Type	Number of Households
Homeless	0
Non-Homeless	41
Special Needs	0
Total	**41**

Table 67: One Year Goals for the Number of Households to be Supported by Program Type

Program Type	Number of Households
Rental Assistance	0
Production of New Units	2
Rehab of Existing Units	36
Acquisition of Existing Units	3
Total	**41**

Discussion

The affordable housing programs being funded will improve the availability of and access to affordable housing for individuals and families through direct housing repairs and rehabilitation and/or the creation of new housing units. Client income, race, ethnicity and household head information will be maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity will construct new single-family units. Homebuyers will be income qualified within the 50%-80% AMI category.
- City of Abilene Office of Neighborhood Services –
    - The First-Time Homebuyer Program will assist homeowners with closing costs and down payment assistance for families with income up to 80% AMI.
    - The Critical Repair program will repair owner-occupied housing units (i.e., gas leaks, busted sewer, water leaks) for families with income up to 80% AMI, with 0-50% AMI families taking priority.

The Single-Family Rehabilitation program will repair owner-occupied housing units for households earning up to 80% AMI.

AP-60 Public Housing – 91.220(h)

Introduction

The Abilene Housing Authority has various programs and courses to support the quality of life and aspirations of its residents.

Actions planned during the next year to address the needs to public housing

The Abilene Housing Authority is actively implementing a range of actions to address the immediate and long-term needs of public housing residents. These actions are informed by resident input, property assessments, and the goals outlined in the PHA's Annual and Five-Year Plans.

The Abilene Housing Program administers two programs for the benefit of its residents:

- The Money Follows the Person (MFP) Program: Five units have been set aside for this program. The program allows Texans who are eligible for Medicaid and living in a nursing facility to relocate back into the community to receive long-term services and support.
- The Resident Opportunities and Self-Sufficiency (ROSS) Program: ROSS works with residents to identify barriers to self-sufficiency and connects residents with local service providers in the community to meet those needs. Services are provided with:
    - Employment
    - Elderly or disabled
    - Education
    - Financial literacy
    - Health & wellness
    - Addictions

AHA has a ROSS and Resident Services Coordinator on staff. These two positions work with the Public Housing residents to determine their needs, wants and interests. Based on resident feedback, AHA creates a range of programs and services to address their needs. Both positions create programs and connect with community partners to provide on-site training, tutoring, wellness checks, child summer camps, etc.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The AHA has current employees that lived in Public Housing. AHA lists all job openings on its website for all to apply, including public housing residents. AHA works closely with its Resident Advisory Board (RAB) to assist in making management-level decisions when it comes to improving our public housing communities. The RAB works directly with AHA management and the AHA Resident Services Coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new or revise old policies.

AHA's Homeownership 101 Educational Course enables participants to take part in the homeownership program by bridging the gap between aspiration and action through education, support, and community connection. Designed specifically for HCV Family Self-Sufficiency participants and Public Housing residents, the five-week, in-person course covers every major step of the home-buying process—from assessing readiness and improving credit to securing financing and understanding post-purchase

responsibilities. By offering expert-led sessions, free meals, childcare, and printed materials, the program removes common barriers to participation, making homeownership feel not only possible but achievable. Participants leave the course better equipped with knowledge, empowered by real-world tools, and connected to a supportive network of professionals and peers, enabling them to confidently pursue long-term housing stability and generational wealth through homeownership.

AHA's Homeownership 101 Educational Course is a project funded by AHA and its community partners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion.

AHA has programs to support the mobility and success of its residents and continues to assess for additional opportunities to support residents' needs.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The West Texas Homeless Network (WTHN) is designated as the lead organization that provides outreach to the homeless populations and conducts research and surveys to determine their needs. WTHN is a multi-county coalition that conducts the Point-In-Time homeless count survey. The survey estimates the homeless population with a breakdown by demographic characteristics to develop and refine strategies for assisting people out of homelessness. Data quality continues to improve with larger sample sizes. Findings from the 2024 PIT count conducted by WTHN indicate that there are an estimated 338 individuals becoming homeless each year in Abilene and 277 individuals exiting homelessness. WTHN estimates that 40 families will need housing assistance coming from homelessness. Of those 40 families, 6 of those households are projected to be Veteran families.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

WTHN will continue to reach out to homeless individuals and families by making available its information and referral service, and advertising available services through different mediums, such as radio and television advertisements, newspapers, and flyers. A well-developed referral and case management system will allow almost any agency to immediately assess the needs of homeless persons. The City is a member of the WTHN and attends regular meeting to coordinate activities to reduce homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network (Network) will continue to expand the Homeless Management Information System (HMIS) in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals (pocket resource guide) to include convenience stores and other public locations.

WTHN manages the Coordinated Entry Line, which provides a comprehensive assessment of the needs of individuals and families seeking housing and services ensuring that people at-risk of or are experiencing homelessness can readily access and navigate housing assistance.

Love & Care Ministries conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites. Love & Care Ministries also visits homeless persons in their camps and provides approximately 100 sack lunches per day. Additional services at their facility such as providing lunch 4 days a week which is approximately 100-250 meals each day, and assistance obtaining I.D.'s and birth certificates and providing showering facilities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Table 45 shows a variety of organizations that serve homeless persons in Abilene, providing life skills training, mental health and counseling services, employment assistance, homeless youth services, family services, medical care, AIDS/HIV services, transportation, and legal services. Together, these organizations provide a comprehensive set of services to facilitate the transition of homeless individuals and families into affordable housing units in the community, with a goal of preventing them from becoming homeless again.

Habitat for Humanity is also actively working with the West Texas Homeless Network to rehouse some of the homeless population.

The partnership between Abilene Police Department Homeless Outreach Team and Abilene Hope Haven allows for engagement to decrease the length of time experiencing homelessness because not everyone comes to the organizations providing housing seeking assistance. It is crucial to meet homeless persons where they are in order to build a relationship and trust, so that they may be more open to assessment and services.

Abilene's Housing Authority's Housing Choice Voucher (HCV) Program partners with local homeless service providers and the Coordinated Entry Process to provide vouchers for referred homeless households. When vouches are available, referred homeless households will be among the first chosen from the wait list, as they have preference. The partnering service organizations, including Abilene Hope Haven, Betty Hardwick, and WCTCOG Supportive Services for Veteran Families (SSVF), will provide case management to help secure the referred households in housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The West Texas Homeless Network met with city/county government, hospitals, the Department of Human Services, members of the Criminal Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters.
- Identify public institutions that should be providing housing as part of discharge planning.

- Have shelters keep a record for a month on where shelter residents resided prior to entering the shelter.
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

The City will continue to collaborate with homeless agencies that provide services to the homeless and persons that are subject to becoming homeless, such as recently released institutionalized persons. The City will continue to provide affordable housing programs that include critical housing repairs that will keep families from becoming homeless.

Discussion

Abilene has multiple organizations providing a broad spectrum of outreach and other services to the homeless population. The City continues to assess gaps in the system to fill with CDBG or HOME funding, or through other resources or partnerships.

AP-75 Barriers to Affordable Housing – 91.220(j)

Introduction

The following barriers to affordable housing are identified in Abilene. These include barriers for low-income households looking to purchase and rehabilitate affordable housing, as well as barriers that prevent greater production or preservation of affordable housing.

- **Insufficient funds for down payment** - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the savings for a down payment.
- **High existing debt of prospective purchasers** - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that hinder qualifying private lender financing.
- **Poor credit or lack of credit** - A very common barrier to home ownership is poor credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Also, many potential low-income homebuyers have no credit record, limiting their ability to receive a loan.
- **Available funding** - A common barrier to affordable housing is the jurisdiction's available funding. When Federal grants or funding sources decrease or disappear, the ability to address affordable housing issues for low-income residents becomes more difficult or impossible.
- **Regulations and permitting processes** – Abilene can continue to review its zoning and permitting processes to cut down on the financial costs of time spent in reviews for developers, to ultimately reduce the cost of new affordable developments.
- **Statewide LIHTC regulations** – A 2023 University of Texas report cited LIHTC scoring criteria in the state's Qualified Allocation Plan (QAP) that can make it difficult for needed projects to receive LIHTC allocations.[15]
- **High construction costs and tariff uncertainty** – High development costs of new affordable housing has made it difficult for new development proposals to pencil out, and this reality may be compounded by the uncertainty of tariffs being imposed in 2025.
- **Low number of living-wage jobs available**.
- **Need for property repairs** - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a corresponding increase in the value of the property.

[15] "Affordable Housing Challenges and Opportunities in Texas", The University of Texas at Austin, February 2023

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the past, the city has provided regulatory incentives for affordable housing on a case-by-case basis. Much work remains to increase affordable housing opportunities. As a result, the city will continue to re-evaluate all development fees, regulations and program policies and procedures to determine whether any further revisions may be appropriate to enhance affordable housing for low-income city residents. As specific projects are proposed, the city will review the project for its compliance with existing local laws and regulations. If a local law or regulation should prove to have a negative impact on a proposed affordable housing program or project, such law or regulation would be reviewed to determine its viability.

Habitat for Humanity is also considering starting its own demolition and home repair programs to work alongside the City's programs for homes located in flood plains (City programs prohibit the use of funds for homes located in flood plains).

Discussion

The Office of Neighborhood Services is now participating in more community outreach to establish itself as the "go to" or contact agency. Recent outreach has included advertising with local media, one-on-one discussions with realty agencies, outreach to local churches, and attending luncheons at senior recreation centers.

AP-85 Other Actions – 91.220(k)

Introduction

Several actions, both those funded in this Consolidated Plan as well as other ongoing and new activities in the jurisdiction, will address the priority needs of different populations in Abilene.

Actions planned to address obstacles to meeting underserved needs.

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The City of Abilene and the West Texas Homeless Network are involved in the development and activities of the local Continuum of Care System.

Actions planned to foster and maintain affordable housing

Several of the projects funded under this Consolidated Plan will improve availability and accessibility to affordable housing for individuals and families through direct housing repairs and rehabilitation and/or the creation of new housing units. Data on client income, race, ethnicity and head of household information will be maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity will construct new single-family units. Homebuyers will be income qualified within the 50%-80% AMI category.
- City of Abilene Office of Neighborhood Services –
    - The First-Time Homebuyer Program will assist homeowners with closing costs and down payment assistance for families with income up to 80% AMI.
    - The Critical Repair program will repair owner-occupied housing units (i.e., gas leaks, busted sewer, water leaks) for families with income up to 80% AMI, with 0-50% AMI families taking priority.
    - The Single-Family Rehabilitation program will repair owner-occupied housing units for households earning up to 80% AMI.
    - The Condemnation/Demolition program will remove homes that are deemed beyond repair in LMI areas.

Actions planned to reduce lead-based paint hazards

Nearly 50% of the renter-occupied and 60% of the owner-occupied housing stock in Abilene was built prior to 1980. The City continues to incorporate lead- based paint evaluation and reduction in its regular housing inspections and housing program review process. It is standard procedure to address lead-based paint hazards through Lead Safe Work Practices and abatement as required by HUD and EPA on homes rehabilitated by the City of Abilene Planning and Development Services Department programs and CHDOs. The City will take the following steps on all private housing projects and the Abilene Housing Authority will continue to take the following steps on all government-funded housing rehabilitation of public housing units.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing the risk of exposure in pre-1978 homes.

- Provide testing and abatement for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post-1978 unit, or a unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City-sponsored housing.

The NS continues to offer the incentive program for general contractors who become certified in lead paint abatement. Contractor interest has declined due to increased costs to maintain training and license/certification. Small construction companies cannot justify the expense with the personnel turnover rate. The City currently has no local lead-certified contractors but is trying to locate a local certified testing contractor. NS staff search the Texas Department of Licensing and Regulation website database on a monthly basis for Certified Lead-Based Paint Contractors within the City of Abilene or in surrounding areas. The NS has an XRF lead-based paint tester and the NS inspector maintains certifications necessary to operate.

Actions planned to reduce the number of poverty-level families

The lowest income households are generally those threatened with homelessness, including persons in public or assisted housing who are dependent upon public subsidies to maintain their residences. The City's focus on reducing the number of poverty-level families will continue to consist of promoting self-sufficiency and innovative economic development strategies. The City of Abilene Economic Development Department will continue to promote economic expansion in a number of ways that enhance opportunities for low- and moderate-income residents. The Economic Development Department continues to be proactive in retaining and seeking businesses that will bring salaries above the local average in order to raise the level of income for all Abilene residents. It targets market shortages in the area, which benefits the unemployed/underemployed and opens entry-level opportunities.

Actions planned to develop institutional structure

The City of Abilene will implement the Consolidated Plan by using the Planning and Development Services Department, Neighborhood Initiatives Division (as part of the Office of Neighborhood Services) as the lead agency. The division has an experienced team of staff members as well as an in-house Housing Rehabilitation Coordinator. Staff will manage and work closely with non-profit and for-profit organizations in carrying out the Annual Action Plan activities. Various initiatives within the strategy include:

- Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.
- Work with private industry to address important issues that hamper housing and community development efforts.
- Identify opportunities to create public-private partnerships for project finance and development to leverage federal funds.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs. The City G.V. Daniels Recreation/Senior Center was recently demolished in late 2024 to make way for rebuilding newer, more modern facilities. When the Center reopens, it will continue to work to provide access and training to citizens and youth to improve/update their technology skills and to improve employment opportunities. Additionally, the Office

of Neighborhood Services (under the Planning and Development Services Department), which administers the CDBG and HOME programs, will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan, continued involvement with organized targeted neighborhood organizations, and active collaboration with entities such as the United Way, West Texas Homeless Network, Baptist Children and Family Services (BCFS), Disability in Action, Hope Haven Too, Habitat for Humanity, FaithWorks, and the Abilene Housing Authority (AHA) to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

Mainstream services as well as services targeted to homeless persons and persons with HIV/AIDS are made available through the coordination of services provided by the array of non-profit service providers that constitute the West Texas Homeless Network, and the Hands Up Not Out Group, Basic Needs Network, Abilene Hope Haven, and Hope Housing Services. These organizations partner with each other, the City, and mainstream service providers to provide a wide-ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Discussion

The West Texas Homeless Network plays a key role in coordinating a variety of activities and services in the region to benefit individuals who are homeless or are vulnerable to homelessness.

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The activities planned provide for the expenditure of all CDBG funds expected to be available during the program year, including program income. No amount has been excluded for eligible activities that have been identified for the contingency of cost overruns. Approximately 80% of CDBG funds will be used to benefit low-to-moderate income persons.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$7,500
2.	The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3.	The amount of surplus funds from urban renewal settlements	$0
4.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	$0
5.	The amount of income from float-funded activities	$0
	Total	**$7,500**

Other CDBG Requirements

1.	The amount of urgent need activities	$0
2.	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income	80%
Overall Benefit: A consecutive period of 1, 2, or 3 years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Specify the years covered that include this Action Plan.		

HOME Investment Partnerships Grant

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.

A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Abilene utilizes HOME funds to provide direct assistance through the city's First-Time Homebuyer Program, including all homebuyers participating in the CHDO's homebuyer program. The First-Time Homebuyer program will use recapture provisions. Based on the amount of direct HOME subsidy ($5,000 maximum), the program sets up a 5-year affordability period and provides a deferred payment forgivable loan (DPL) at a 0% interest rate.

Under "Recapture" if the home is sold prior to the end of the affordability period, the homeowner may sell to any willing buyer at any price; a portion of the net proceeds from the sale, if any, will be returned to the City to be used for other eligible HOME activities. The portion of net proceeds returned to the City is only the direct homebuyer subsidy and equal to the amount of HOME funds invested in the property, less the amount forgiven to that point. The amount forgiven will be based on 1/60th per month for each full month that the property has been occupied as the principal residence.

Any funds remaining after the distribution of net proceeds to all lien holders, including the City, will be returned to the homeowner. In the event of a sale, short sale and/or foreclosure, the amount subject to recapture will be limited to the 'net sales proceeds' available at the time of such occurrence. Net sales proceeds is the sales price minus superior loan repayments, not including HOME and any closing costs. Additional information regarding recapture provisions are detailed in the City's written affordable housing policies and procedures. In cases of non-compliance (rental, that is not used as the primary residence), 100% of the HOME funds will be recaptured. Recapture provisions are enforced with a lien and promissory note for a minimum of 5 years.

If there are insufficient funds remaining from the sale of the property recapture will be based on the ration of the HOME subsidy to the total of the homeowner's investment plus the HOME subsidy. If the City recaptures less than or none of the recapture amount due, the City will maintain data that provides the amount of the sale and the distribution of the funds. This will document that:

a. There were no net proceeds, or;

b. The amount of the net proceeds was insufficient to cover the full amount due.

A description of the guidelines for recapture that ensures the affordability of units acquired with HOME funds are contained in 24 CFDR 92.254 (a)(4) as follows:

> Federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Taylor County.

A description of the guidelines for resale or recapture that ensure the affordability of units acquired with HOME funds (see 24 C.F.R. § 92.254(a)(4)) is as follows:

The City of Abilene utilizes HOME funding to the CHDO (Habitat for Humanity) for development. Habitat homebuyers purchasing a CHDO-assisted home must be eligible and apply for down payment/closing cost assistance through the City. If the homebuyer defaults on the required period of affordability, the CHDO bears no liability to the City. All liability will be between the homebuyer and the City.

Under a resale provision, if the HOME-assisted property is transferred through a voluntary or involuntary sale (foreclosure) before the end of the affordability period, the home must be sold at an affordable price to another low-income homebuyer who will use the property as its principal residence. The initial homeowner must get a fair return on his/her investment according to 24 CFR 92.254(a)(5)(i). Note, if the property owner fails to reside in the HOME-assisted unit as its principal residence due to noncompliance, then the HOME funds must be repaid.

The owner/developer must specify that if the property is transferred through sale or foreclosure before the end of the period of affordability, then: the property must be sold to another low-income buyer; the property must be sold at an affordable price to a low-income homebuyer in the 50%-80% AMI band and provide the original HOME-assisted property owner a fair return on investment (including the homeowner's investment and any capital improvement). Habitat for Humanity underwrites all loans at 0% interest to their homebuyers. Homeowners not fulfilling the period of affordability have the opportunity to sell their unit back to Habitat through Habitat's right of first refusal. As a fair return on investment, Habitat makes whole the homeowner's investment by paying the homeowner the amount paid on principal plus any capital improvements made by the homeowner. The property will then be available for sale only as affordable housing to another LMI qualifying homebuyer. The period of affordability will be fulfilled as the new buyer's principal residence for the remainder of the affordability period.

An affordable price cannot exceed 40% Principal, Interest, Taxes, and Insurance (PITI) of buyer's annual income. The owner/developer must pass on this requirement to the buyer. The subsequent buyer must maintain the home as its principal residence. Habitat must explain these requirements to the homebuyer and establish these terms in the written agreement between the owner/developer and the homebuyer. Noncompliance (other than sale) will require 100% repayment of HOME investment.

Federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Taylor County.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 C.F.R. § 92.206(b).

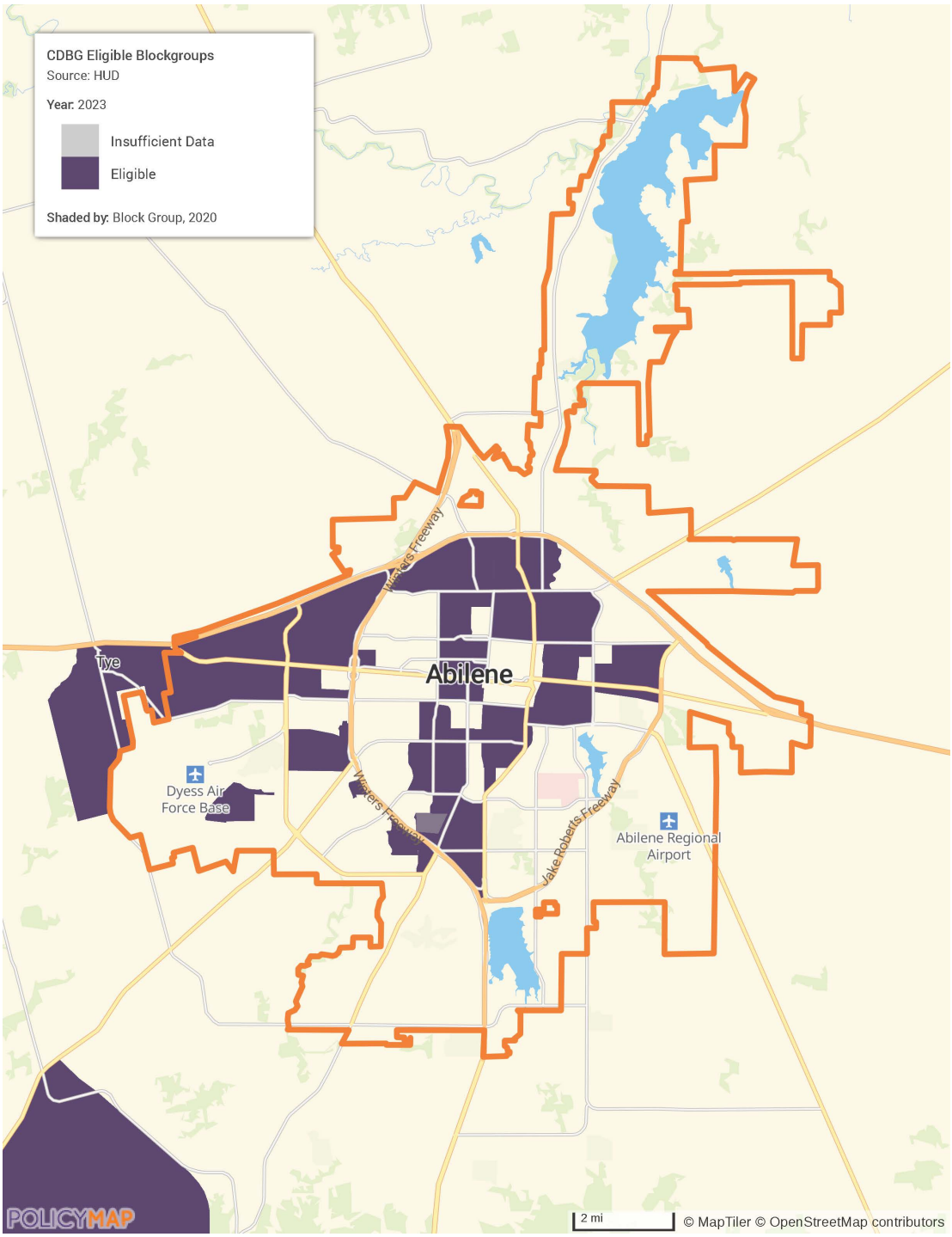
The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

All applicants for CDBG and HOME assisted programs/projects are required to meet the prevailing HUD income guidelines. The City's selection procedure for all programs is first come, first serve with one exception. That exception is limited to the Single Family Rehab Program. After screening for basic eligibility if there are multiple applicants at the same time, staff will evaluate address location. Service will be provided first to those located in a Council-specified neighborhood (Carver, Sears, North Sayles, Butternut/Chestnut, Holiday Hills and Alameda) prior to assisting those homeowners in other areas of Abilene.

Program information is provided at the City's website, Texas 2-1-1 Call for Help hotline and though multi-media sources i.e., Facebook, Twitter and City News Releases.

Appendices

Appendix 1: Map



Appendix 2: Community Organization Survey Summary

Overview

The City of Abilene used multiple modes of obtaining input from community stakeholders to develop the 2025-2029 Consolidated Plan and 2025 Annual Action Plan (AAP). The City released one survey to gather feedback and information from organizations that serve the community.

Marketing for the survey was facilitated through the Community Foundation of Abilene, which e-blasted the survey to its full listserv. Listserv recipients are listed later in this summary in the section titled *Marketing E-blast Organization Recipients*.

Survey Results

The community organization survey was open for responses beginning May 22, 2025, and closed on June 6, 2025. A total of 35 people responded to the community organization survey. Many respondents provide multiple services to the community. As shown in Table 68, most survey respondents offered services for low- and moderate-income people, services for youth/children, advocacy/legal services, and health or human services.

Table 68: Community Organization Survey Respondents

Type of Organization	Count of Respondents
Services for low- and moderate-income people	19
Services for youth/children	15
Advocacy and/or legal services	12
Health or human services	12
Education	8
Services for seniors	8
Services for persons with disabilities	4
Economic development	3
Government (local, state, federal)	3
Housing services/assistance (home repair/homeownership assistance)	3
Homeless assistance services	2
Services for person with substance use disorder	2
Business owner/manager	1
Fair housing	1
Hazard risk assessment/mitigation services	1
Internet access/services	1
Public housing authority	1
Regional planning	1
Services for veterans	1

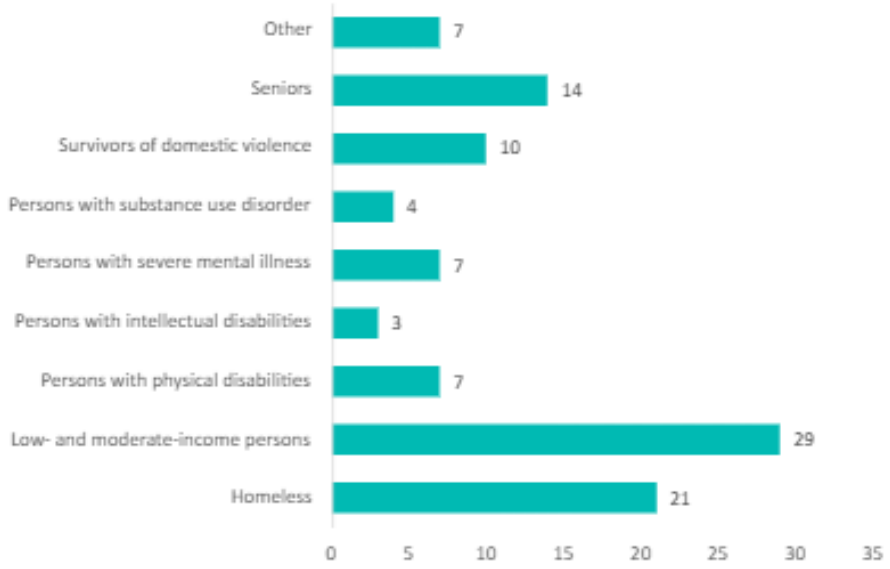
Property owner/manager	0

Housing Needs

When asked about the primary housing needs in Abilene, respondents frequently mentioned a need for affordable housing options, including low-income housing, affordable rental properties, and opportunities for homeownership. Respondents identified limited housing stock as a major obstacle to obtaining affordable housing. High construction costs combined with limited housing stock create difficulties for low-income residents who may struggle to meet the income requirements for market rate rental housing in the city. Additionally, respondents highlighted a need for affordable housing that is safe and meets basic living standards. Currently, the majority of affordable housing options in Abilene are perceived as either in poor condition or located in areas that are distant from essential public services and programs.

Respondents also identified additional housing-related needs, including homelessness services and emergency housing, improved housing quality and regulation, and housing for special needs populations such as seniors, individuals living with disabilities, larger families, and families with a family member who is pregnant or parenting young individuals. When asked about the top groups in need of housing assistance in Abilene (Figure 2), respondents primarily identified low- to moderate-income (LMI) people, individuals experiencing homelessness, and seniors.

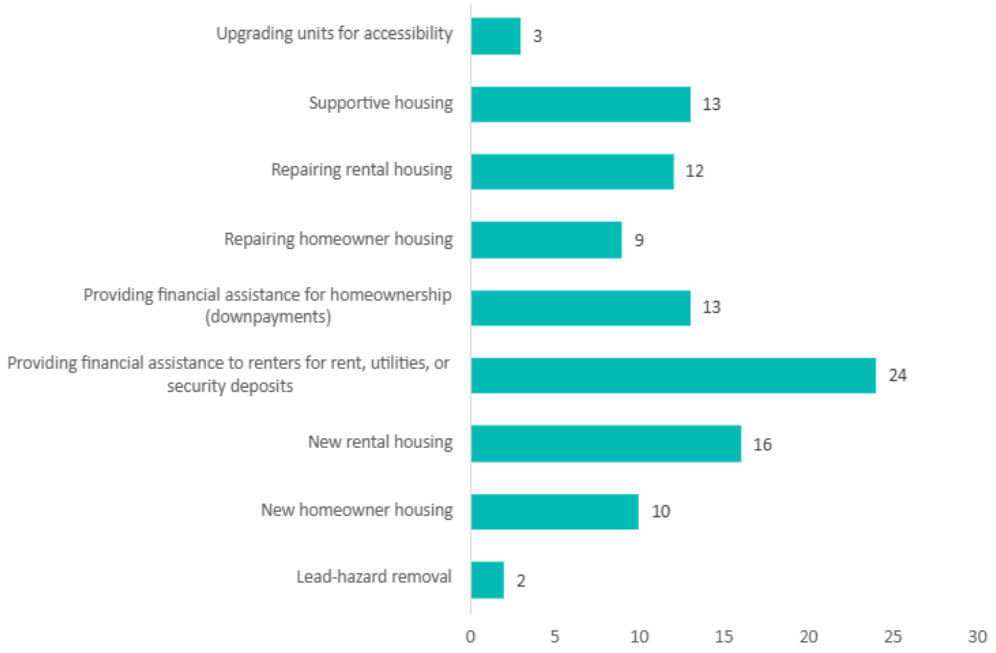
Figure 2: What are the top three groups in need of housing assistance in Abilene?



As seen in Figure 3, respondents identified the following as the primary types of affordable housing activities needed in Abilene:

- Providing financial assistance to renters for rent, utilities, or security deposits
- New rental housing
- Providing financial assistance to homeownership
- Supportive housing

Figure 3: What are the top three types of affordable housing needed in Abilene?



Public Services and Facility Needs in Abilene

As seen in Figure 4, the gaps in programs and services for the entire jurisdiction mirrored those identified for LMI residents above. Respondents identified transportation services, health and mental health services, youth and children services, and homeless services as key areas of need throughout the City.

Figure 4: What are the top public service needs in Abilene?

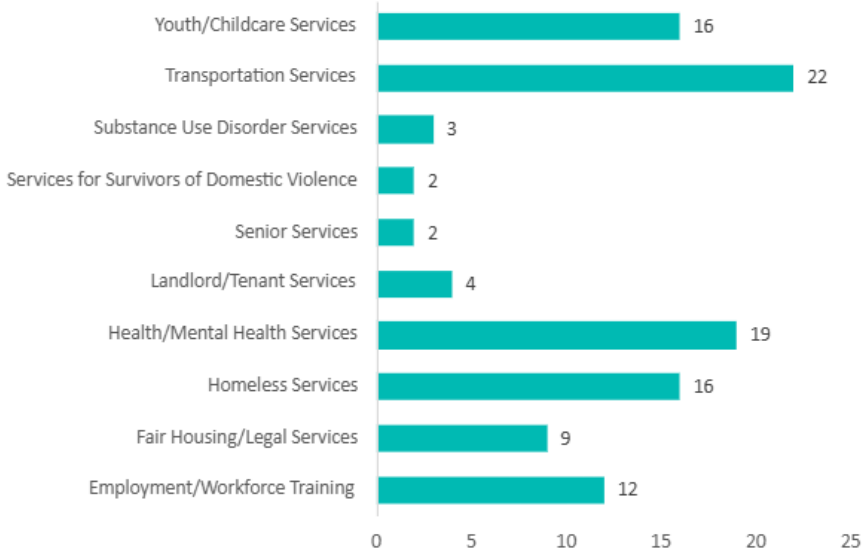
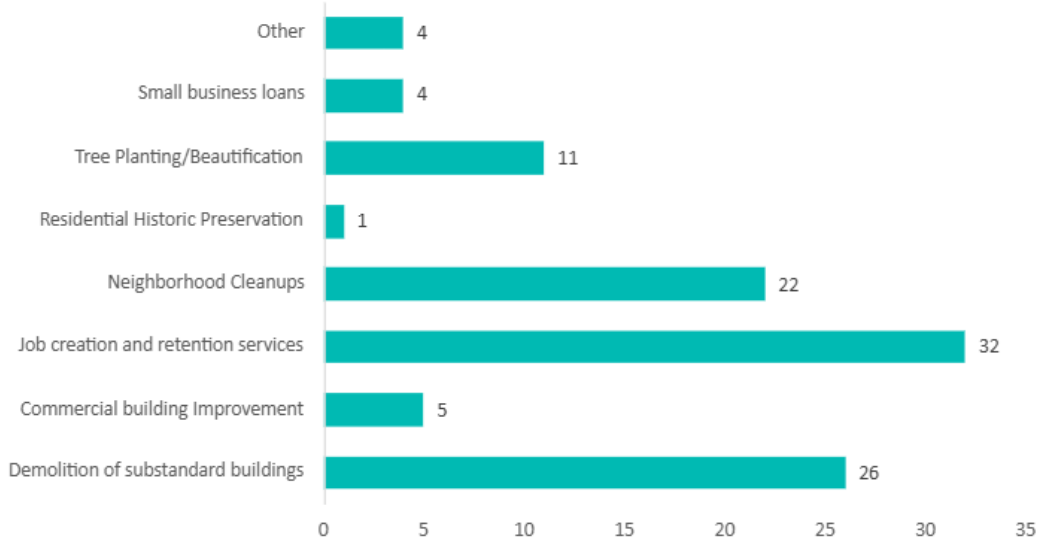


Figure 5: What are the top three neighborhood facilities needed or needing improvements in Abilene?

Respondents identified childcare and youth centers as the top priority for neighborhood facility improvements (Figure 5). Other areas of need include street improvements, community centers, and sidewalk improvements. When asked about the primary needs for neighborhood services in Abilene (Figure 6), respondents identified job creation and retention services, demolition and substandard building repair, and neighborhood cleanup services.

Figure 6: What are the top three neighborhood services needed in Abilene?



Homeless and Special Needs Populations

Respondents identified shelter and affordable housing as top needs for homeless and special needs populations. Respondents identified a particular need for supportive housing and low-barrier case management. These services are especially critical for individuals living with disabilities or severe mental illness. Case management and wraparound services may include coordinated mental health care, substance use disorder therapy and withdrawal management, job training, and life skills training. Addressing the need for comprehensive support services is essential for facilitating community integration and social inclusion among homeless and special needs populations.

Identified Service Gaps for Low- to Moderate-Income Residents

When asked about gaps in programs and services for low- to moderate-income (LMI) people, respondents most frequently identified public transportation as a gap. The current public transportation system in Abilene operates with early closing times and infrequent schedules, which creates a lack of access to transportation for extended periods. Additionally, current public infrastructure is inadequate for alternative modes of transportation, such as biking, in various areas of the city. These barriers to reliable transportation throughout the city prevent residents from accessing essential services, employment, and education.

Another commonly identified gap was access to healthcare and childcare. Affordable healthcare and mental health resources are limited throughout the city. Survey respondents highlighted a significant gap in these services, particularly in emergency shelters, youth treatment centers, and programs tailored for individuals living with disabilities. Additionally, respondents identified a trend of childcare centers closing and noted the centers that remain are unaffordable to LMI families. Income thresholds for public childcare programs, such as Head Start, are set at levels that exclude many LMI families who also cannot afford market rate centers.

Respondents listed the following gaps in programs and services for LMI residents:

- Programs that provide support for moderate-income individuals
- Dental assistance
- Emergency shelters for children and youth
- Downpayment assistance and homeownership programs
- Utility assistance
- Job placement and retention
- Financial literacy

CDBG and HOME Projects

Respondents predominantly indicated that projects funded by CDBG and HOME over the next five years should focus on housing. Affordable housing activities mentioned include housing development, rehabilitation, and preservation. Respondents also favored services that could promote homeownership, such as providing downpayment assistance for moderate-income buyers. When asked if there are specific geographic areas where the City should focus CDBG and HOME funds, many respondents identified the northern and Downtown areas of the City.

Marketing E-blast Organization Recipients

12th Armored Division Memorial Museum
180 House, Inc.
2-1-1 Texas: A Call for Help
2INgage - Texas Family Initiative
7th LRS Booster Club
89.5 KACU
Abilene Arts Alliance
Abilene Back the Badge Foundation (formerly Abilene Police Foundation)
Abilene Ballet Theatre
Abilene Baptist Association Social Ministries
Abilene Big Country Hunger Coalition
Abilene Chamber of Commerce Foundation
Abilene Christian Schools
Abilene Christian Univ. - Engineering and Physics Dept.
Abilene Community Band
Abilene Community Theatre
Abilene Crime Stoppers, Inc.
Abilene Cultural Affairs Council
Abilene Development Enterprises (AbiDE)
Abilene Education Foundation
Abilene Fire Department
Abilene Heritage Square
Abilene Hockey
Abilene Home Away From Home
Abilene Hope Haven
Abilene Interfaith Council
Abilene ISD Student and Family Support Services (SFSS) Department
Abilene Library Consortium
Abilene Masons - Hobah Lodge #1394
Abilene Opera Association
Abilene Performing Arts Company
Abilene Philharmonic Association
Abilene Preservation League
Abilene Pride Alliance
Abilene Public Library
Abilene Realtors Foundation
Abilene Recovery Council
Abilene Runners Club
Abilene Society of Model Railroaders of Abilene Texas Inc
Abilene Spectrum Connection
Abilene Sport Fencing
Abilene Star Chorus
Abilene Turkey Drive
Abilene Volunteer Services Council
Abilene Woman's Club Foundation
Abilene Wylie Agriculture Booster Club Inc
Abilene Youth Sports Authority
Abilene Zoological Society
Abilene-Taylor County Public Health District
Adult Education Support Organization
Adult Protective Services Partners, Inc.
AISD Homeless Student Ministry
Aldersgate Abilene Methodist Church
All For One Missions International
All Kind Animal Initiative
Alliance for Women and Children
Altrusa International Inc. of Abilene
Alzheimer's Association of Abilene
American Cancer Society, Abilene
American Red Cross
Anchors of Hope for Educators
Ascend Abilene Climbing and Fitness
Ateiku Christian Ministries
Ballet Folklorico del Big Country: Alma de Nuestras Raices
Baptist Women in Ministry Inc
Basketball Smiles
BCFS Abilene Transition Center
BCFS, Abilene Transition Center
Bee For Life Foundation
Belay Global
Beltway Ministry Center
Ben Richey Boys Ranch
Betty Hardwick Center
Beyond Trafficking
Big Brothers Big Sisters Lone Star
Big Country Athletic Hall of Fame
Big Country Court Appointed Special Advocates, Inc.
Big Country Home Educators (BCHE)
Big Country Laser Foundation
Big Country Reentry Coalition
Big Country Wildlife Rehabilitation Center
Boy Scouts of America Texas Trails Council
Boys & Girls Club of Abilene
Breakfast on Beech Street
Buffalo Gap Presbyterian Ministries, Inc.
Butman Methodist Camp & Retreat Center
Camp Able
Cancer Services Network
Cedar Creek Waterway Development Corp.
Celebration Singers, Inc.
Center for Building Community
Center for Contemporary Arts

Children's Performing Arts Series
Chorus Abilene, Inc.
Christian Community Development Corporation of the Big Country
Christian Homes and Family Services
Christian Job Corps of Abilene
Christian Service Center
Christian Service Center of Abilene, Inc.
Cisco College - Abilene
City Light Community Ministries
City of Abilene, Community Services
Clyde Education Foundation
Communities in Schools of the Big Country
Cornerstone Christian School
Cultura Local ABI
Day Nursery of Abilene
DC Sports Abilene
Dignity Health Management Center Inc.
Disability in Action
Disability Resources, Inc.
DOERS Family Outreach Center
Downtown Abilene Initiative
Dream Bigger Financial Legacy
Dyess and Abilene Children's Theatre
Dyess We Care Team
Embrace the Ruck Foundation
Eunice Chambless Hospitality House
Expo Center of Taylor County
FaithWorks of Abilene, Inc
Fellowship of Christian Athletes
First Central Presbyterian Church and Food Pantry
Food Bank of West Central Texas
For the Children Abilene (Fountaingate Fellowship as Fiscal Agent)
Fortune Riders, Inc.
Friends for Life
Friends of the Abilene Public Library
From Boys to Gentlemen
Frontier Texas!
Frontline Heroes Outdoors
Girl Scouts of Tx-Okla.Plains, Inc.
GirlStrong Mentoring
Global Samaritan Resources, Inc.
Gold Monarch Healing Center
Goodwill-West Texas
Granja Mayo, DBA May Farms Petting Animals
Greater Than Three Outreach
Guardian House Foundation
Guardians of Conservation Foundation
Habitat for Humanity Abilene, Inc.
Harmony Family Services, Inc.
Hendrick Children's Hospital - Children's Miracle Network - Abilene Gives Profile
Hendrick Home for Children
Hendrick Hospice Care
Hendrick Medical Center Foundation
Herald of Truth Ministries
Hispanic Leadership Council
Hope Opportunity Purpose Eternity
House of Faith-Abilene
Houses for Healing
ICAN
Indigent Dental Care Program - Christian Service Center with Abilene-Taylor County Public Health District
International Rescue Committee
International Sanctuary Ministries
Jeremiah's Hope
Jerrin's Hope
Jesus Family Network
Jim Ned CISD Education Foundation
Joseph Thomas Foundation
Junior Achievement of Abilene
Junior League of Abilene
Kairos Outside, Abilene
Keep Abilene Beautiful
Kenley School
KGNZ - Christian Broadcasting Co.
King David's Kids
Kingdom Project 7 Billion
Leap Educational Resources
Legal Aid of North West Texas
Let Us Breathe
Leukemia Texas
Living Water Kingdom
Love & Care Ministries
Make-A-Wish North Texas
Marshall-Scott Jamar Post #61, American Legion
McMurry University
Meals On Wheels Plus, Inc.
Members of Churches of Christ for Scouting
Mental Health America of Abilene
Mentors Care
Merkel Area Historical Museum
Methodist Service Center and Food Pantry
Mike Cope Ministries Inc
Ministries Mentoring & Consulting Service

Ministry of Counseling & Enrichment
NAMI Texas, Abilene Chapter
National Center for Children's Illustrated Literature
National WASP WWII Museum
Nehemiah Abilene
New Beginnings Big Country
New Horizons
New Horizons Ranch and Center, Inc.
Noah Project
Operation Stockshow
Paramount Theatre
Parenthood Support
Passages Abilene
Pathways Youth & Family Services, Inc.
Phoenix ICCD Clubhouse
Pink Cap Warriors on the Move
Pregnancy Resources of Abilene
Presbyterian Medical Care Mission
Rafter J Exceptional Rodeos
Rainbow Bible School
Ray's Reptile Rescue
Refuge Ranch
Region XIV Education Service Center
Regional Victim Crisis Center
Rescue the Animals
Rolling Plains Management Corporation
Rural Taylor County Aging Services
Safe Families for Children Abilene
Salvation Army
Serenity Foundation of Texas
Sight Savers America
Simply Encourage
Sistas -Sisters- on the Mark
Soar Like An Eagle Amputee Support Group
South Taylor EMS
Special Olympics Texas, Inc. - Big Country
St. John's Episcopal School
St. Mark's Baby Room
St. Vincent Pallotti Catholic Ballet Folklorico
Steps Big Country
Stick Horses and Capes
Stone Owl Institute
Strength for Life
STRIVE Foundation
Stronger Organizations, LLC
Surviving Families of Fallen Warriors
Susan Clark, MSSW
Swenson House Historical Society
Taylor County History Center
Taylor County Livestock Association
Taylor Jones Humane Society
Team Dyess Harvest Share
Texas Family Institute
Texas Forts Trail
Texas Leadership Charter Academy
Texas Ramp Project
Texas Tech Alumni Association
Texas Tech University Health Sciences Center-Abilene Campus
The Abilene Palm House
The Discovery Center
The Grace Museum
The Laura W. Bush Institute for Women's Health
The Mentoring Alliance
The Old Jail Art Center
Timothy International
Treehouse Safe Exchange & Training Center, Inc
United Rescue Alliance
United Way Foundation of Abilene
United Way of Abilene
Upside Down Club of Abilene
View Volunteer Fire Department
Walk With Noe
West Central Texas Council of Governments-AHEC Department
West Central Texas Workforce Development Board, INC.
West Texas ONE
West Texas Performance Academy
West Texas Rehab Center
West Texas Rehabilitation Center Foundation
West Texas Tribune
West Texas Veteran Support Services
Wildfire Radio Network
Women Veterans of America
Womens Music Museum
Wonders & Worries Provider
Work Again West Texas
World's Okayest Mom, Inc.
Wylie Bulldogs Education Foundation
YMCA of Abilene
Young Audiences of Abilene
Young Ladies Success
Young Life Jim Ned Valley
Young Life of Abilene
Youth Voice Inc
Zambia Mission Fund

Appendix 3: Public Engagement and Consultation

City of Abilene Neighborhood Services

PUBLIC HEARINGS & COMMUNITY MEETINGS

Do you have ideas on what would make your neighborhood a better place to live? **The City of Abilene wants to hear from you!**

You are invited to a discussion session regarding neighborhood needs. **Invite a neighbor!**

Usted tiene ideas en que haría su vecindad un lugar mejor para vivir? **La Cuidad de Abilene desea oír de usted!**

Usted esta invitado a una discusión con respecto a las necisidades de su vencindario. **Invite a un vecino!**

NEIGHBORHOOD SERVICES
CITY OF ABILENE TEXAS

Public Hearing
Monday, April 28 • 10:00 am - 11:00 am
Abilene City Hall Council Chambers
555 Walnut Street

Meeting #1
Monday, April 28
4:00 pm - 5:00 pm
Health Department Conference Room
541 North 8th St

Meeting #2
Tuesday, April 29
10:00 am - 11:00 am
South Branch Library
4310 Buffalo Gap Rd #1246

Meeting #3
Tuesday, April 29
5:30 pm - 6:30 pm
South Branch Library
4310 Buffalo Gap Rd #1246

Meeting #4
Wednesday, April 30
10:00 am - 11:00 am
Christian Service Center
3185 North 10th St

Meeting #5
Thursday, May 1
11:00 am - 12:00 pm
Mockingbird Library
1326 Mockingbird Ln

Meeting #6
Friday, May 2
4:00 pm - 5:00 pm
Mockingbird Library
1326 Mockingbird Ln

Office of Neighborhood Services

Community Meeting #1

April 28th, 2025, 4-5:00 p.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

James McFadden, Inspector III, of NHS

Regina L Fish, Housing Specialist III, of NHS

Christi Polvado, Housing Counselor, of NHS

Stephen Garrison, Manager of Code (P&D City)

Community Meeting #1 held at the Health Department, Abilene, Tx.

Meeting History:

This meeting started at 4:00 p.m. We had a total of 6 in attendance.

NHS STAFF: Gave an interview with KTAB News Channel. They went over all the NHS grants and the qualifications. They covered Home, Critical Repair and Neighborhood Revitalization Program and Single-Family Rehabilitation.

Questions asked:

Q: Citizen 1: Asked if this was where he could talk about handicap parking and sidewalks.

A: NHS Staff: No sir, we are talking about our federal grants for home repairs for low-income homeowners. I think you can go next door to the City Secretary Office to get those questions answered.

After Local News Station did the interview there was no further citizen participation.

No other questions or comments. The meeting ended at 4:30 p.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring

Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

Office of Neighborhood Services

Community Meeting #2

April 29th, 2025, 10-11:00 a.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

James McFadden, Inspector III, of NHS

Regina L Fish, Housing Specialist III, of NHS

Christi Polvado, Housing Counselor, of NHS

Community Meeting #2 held at the South Branch Library, Abilene, Tx.

Meeting History:

This meeting started at 10:00 a.m. We had a total of 4 in attendance.

NHS STAFF: There was no citizen participation, so the NHS staff went over their budget and current projects going on with the NHS.

No other questions or comments. The meeting ended at 10:45 a.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

Office of Neighborhood Services

Community Meeting #3

April 29th, 2025, 5:30-6:30 p.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

James McFadden, Inspector III, of NHS

Regina L Fish, Housing Specialist III, of NHS

Christi Polvado, Housing Counselor, of NHS

Community Meeting #3 held at the South Branch Library, Abilene, Tx.

Meeting History:

This meeting started at 5:30 p.m. We had a total of 8 in attendance.

NHS STAFF: Gave the introductions to all the NHS staff. They went over all the NHS grants and about the qualifications. They covered Home, Critical Repair, Neighborhood Revitalization Program, Single Family Rehabilitation and Demolition assistance. She also talked about CHDO funding being 15% of the total funding. How we assist Habitat for Humanity with CHDO money to build 3-4 houses per year. They concluded that we had started the community meetings, with 6 in total. Asked if there were any other questions.

Questions:

Q: Citizen #1: Do you think the Code Enforcement Officers are reactive or proactive?

A: NHS Staff: They have been through some great changes in that department, and I feel like they try to be more proactive as well as take care of things as they are happening.

Q: Citizen #2: How do you know if you are in the flood zone?

A: NHS Staff: You can look it up on the FEMA flood maps or call us if we are able to look it up on our maps or the FEMA maps.

Q: Citizen #3: So, can the Veterans financing with the First Time Home Buyer Program?

A: NHS Staff: Yes, their being or using a VA Loan will not affect their ability to use our funding

There was an open discussion over Habitat for Humanity and their training for financial readiness to become homeowners. How there is lots of maintenance to keeping your house for the long run. We try to educate First Time Home Buyers on keeping and maintaining their home.

NHS: Any other questions or concerns or how we can more effectively get more people to our meetings?

Citizen #2: Suggested to go to Housing Authority Meetings to help educate their people or do the business mercado. Do something on the news or radio to spark interest.

No other questions or comments. The meeting ended at 6:30 p.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

Office of Neighborhood Services

Community Meeting #4

April 30th, 2025, 10-11:00 a.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

James McFadden, Inspector III, of NHS

Christi Polvado, Housing Counselor, of NHS

Community Meeting #4 held at the Christian Service Center, Abilene, Tx.

Meeting History:

This meeting started at 10:00 a.m. We had a total of 6 in attendance.

NHS STAFF: Gave the introductions to all the NHS staff. They went over all the NHS grants and about the qualifications. They covered Home, Critical Repair, Neighborhood Revitalization Program, Single Family Rehabilitation and Demolition assistance. She also talked about CHDO funding being 15% of the total funding. How we assist Habitat for Humanity with CHDO money to build 3-4 houses per year. They concluded that we had started the community meetings, with 6 in total. Asked if there were any other questions.

Questions:

Q: Citizen #1: When are you getting the next funding?

A: NHS Staff: HUD hasn't released the funding yet, so we go by what we received last year. We normally get funded by October 1st.

Q: Citizen #1: Are windows covered by the CDBG Critical Repairs?

A: NHS Staff: No, we only cover all the windows under the Single-Family Rehab. The Critical Repair is more along the lines of water lines, roofs, and ADA bathrooms. Things that will be critical for the homeowner to be in their house.

NHS: Any other questions or suggestions?

Michael Dean (Representative of Congressman Jodey Arrington):

Stated that he was there to understand and learn more about our programs and how successful they are. NHS thank him for attending and asked if he has any questions or comments on any of the programs.

No other questions or comments. The meeting ended at 11:00 a.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

Office of Neighborhood Services

Community Meeting #5

May 1st, 2025, 11-12:00 p.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

James McFadden, Inspector III, of NHS

Regina L Fish, Housing Specialist III, of NHS

Christi Polvado, Housing Counselor, of NHS

Community Meeting #5 held at the Mockingbird Branch Library, Abilene, Tx.

Meeting History:

This meeting started at 11:00 a.m. We had a total of 7 in attendance.

NHS STAFF: Gave their introductions to all the NHS staff. They went over all the NHS grant and about the qualifications. They went over the Single-Family Rehabilitation and Demolition Assistance. Talked about CHDO being 15% of the funding. How we assist Habitat for Humanity with the CHDO money to build 3-4 houses per year. They covered the Critical and NRP assistance. Then asked if there were any questions on the programs or comments.

(Director of Habitat for Humanity): Asked when we will be getting the next funding.

A: NHS Staff: HUD hasn't released the funding yet, so we go by what we got the previous year. Normally, we get funding October 1st.

(Director of HFH):

Stated that Habitat is working with the Homeless Network on re-homing some of their homeless. He also talked about how excited they are about working with Planning and Development on Saint Ann Development. He was hoping they could use some of the CHDO funding. He went on to state how Habitat is considering starting their own demo and repair programs to work with NHS people who fall under HUD restrictions and Flood areas. He also was discussing the apartments that are going to be converted into affordable housing. He was talking about the two houses with the NHS that are at the end of the process, and they already have 2-3 new houses that are going to start up after the others close.

No other questions or comments. The meeting ended at 10:45 a.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

Office of Neighborhood Services

Community Meeting #6

May 2nd, 2025, 4-5:00 p.m.

Public Comments

NHS Advisory Board Members Present: None

Staff Present: Leticia Reeves, Manager of NHS

Regina L Fish, Housing Specialist III, of NHS

Christi Polvado, Housing Counselor, of NHS

Community Meeting #6 held at the Mockingbird Branch Library, Abilene, Tx.

Meeting History:

This meeting started at 4:00 p.m. We had a total of 7 in attendance.

NHS STAFF: Gave their introductions to all the NHS staff. They went over all the NHS grant and about the qualifications. They went over the Single-Family Rehabilitation and Demolition Assistance. Talked about CHDO being 15% of the funding. How we assist Habitat for Humanity with the CHDO money to build 3-4 houses per year. They covered the Critical and NRP assistance. Then asked if there were any questions on the programs or comments.

Questions:

Q: Citizen #1: How do you know if you are in a flood zone?

A: NHS Staff: You can go online and look at the FEMA Flood Maps, they are kind of hard to understand if you haven't looked at them before. You can also call us and if we are able to get on City GIS maps, we can let you know if you are in any type of Flood Way or zones.

Q: Citizen #1: What is Low to Mod?

A: NHS Staff: That wording is from HUD for Low to Moderate Income limits according to their charts. We must serve and use the money in those low-to-mod areas.

Q: Citizen #2: I was on your website and got confused by the process. Can you walk me through what I need to do to get an appointment.

A: NHS Staff: You do not need any appointment; it would be best if you came by our office and someone could personally go through everything with you at the time and answer any questions or clarifications you may need. Here is the basic rundown of the process. You get the application, gather all the required documentation. Bring it to the office at City Hall and someone will go through it and make sure that you have everything. You may have to get more

information but if not, it will go to the Housing Counselor, and she will schedule your appointment for her to do verifications. Then if all is good there it moves on to the NHS Inspector to go and do his evaluations. If all is good with that, then we will move on to the contractor and make bids for your job. Then within a few weeks the accepted bid will be contracted like all other jobs, except Rehab's are usually a much longer process.

Q: Citizen #1: So, from start to finish how long does the critical and siding take?

A: NHS Staff: It depends on when we get the completed paperwork and scheduled inspections. It has been as soon as a couple of weeks to several months. It depends on the applicant.

Q: Citizen #2: It must be owner occupied, correct?

A: NHS Staff: Correct, they must have been owned for no less than 6 months and live in the Abilene city limits. We can't help anyone that is renting to own or if the property is in someone else's name.

Q: Citizen #2: So, you don't do any assistance in the Flood Way?

A: NHS Staff: Correct, we can do some in the 100-Year Flood Way but with limited funding for that area. We can only do $4999.00 in assistance. So, it's limited if you are in a 100-Year Flood Way.

Q: Citizen #2: Where do you go to set up an appointment?

A: NHS Staff: You don't have to have an appointment, you can print online or come to the office at the City Hall, 555 Walnut, Suite 100. We will get you an application and go through the process with you and what paperwork is needed. You can call prior or after for any questions that you may have.

Q: Citizen #3: On historical houses do you need the council on historical houses permissions to make changes or repairs?

A: NHS Staff: I am not sure about that. I know they have certain rules and regulations. You will need to contact them prior to getting assistance. They can give advice on what steps you need to take or if they have rules on getting repairs/landscaping.

Q: Citizen #1: If you get involved with repairs and it goes to Code Enforcement, and you can't help but do they put your house for Demolition?

A: NHS Staff: Absolutely not, we work closely with our Code Enforcement and try to get help or other assistance to get the house up to code. Sometimes we are unable to help but we have many other programs that we may be able to assist and hopefully we can help them up to code compliance. But no, the city will not just condemn a house. They work with you if you are trying to correct the issue. Now we have seen houses that were neglected for several years to decades and those we have had issues with being able to help them. We usually refer to other programs.

Q: Citizen #1: So, you must keep up with the maintenance of the house also to be able to get assistance?

A: NHS Staff: Within reason, we understand that some elderly cannot get to some things done but when there is just no maintenance and the house is literally falling down around them, we

most likely will not be able to assist. We have packets made up in the office to help people keep up with maintenance and keep their homes in better shape for the years to come (community resource assistance packets).

NHS: Are there any other questions or concerns?

There were no other questions or statements at this time. The meeting was adjourned at 5:00 p.m.

NHS Staff Mailed over 200 invitations to previous recipients, Social Service Providers, Educators, Medical Personnel from Abilene/Taylor County Health District, Connecting Caring Communities, all city divisions such as Public Works, Streets, Police, Senior/Recreation Centers to name a few. NHS also sent an electronic News Release to all of it recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.

FY 2025-2029 Consolidated Plan and 2025 Annual Action Plan

City Council Meeting
July 24, 2025

CITY OF ABILENE TEXAS

Consolidated Plan Research Process

- Data analysis
  - Demographic, housing, and other data from the US Census' American Community Survey 2023 5-year estimates and HUD's Comprehensive Housing Affordability Strategy (CHAS) data
  - PIT count data from the Betty Hardwick Center
  - Abilene Housing Authority data
- Outreach and information exchange with organizations working to address housing needs
  - Includes the Abilene Housing Authority, Betty Hardwick Center, West Texas Homeless Network, United Way of Abilene, and many others.
- Community meetings
- Community organization survey
  - 35 responses
- Public hearing and comment period

CITY OF ABILENE TEXAS

FY 2025-2029 Goals

Goal	Description	Outcome Indicators
Provide Safe, Decent, Affordable Housing *Provide low- to moderate-income (LMI) citizens with access to safe, decent, and affordable housing*	There is a need for affordable single-family homes and rental units in Abilene. Additionally, the supply of affordable housing, especially in LMI neighborhoods, is often not decent or safe for families. Many homes need minor or major structural, electrical, or plumbing repairs to make them safe. The City of Abilene has prioritized CDBG and HOME funding for its Single Family Rehab and Repair programs to help low- to moderate-income individuals and families make critical repairs to their homes. The City also funds a First-Time Homebuyers program to help low- to moderate-income individuals to purchase their first home. The City will continue to partner with community organizations, such as Habitat for Humanity and the Abilene Housing Authority, to provide safe, decent, and affordable housing for low- to moderate-income individuals and families.	**10** homeowner housing units added **180** homeowner housing units rehabilitated **15** households provided with direct financial assistance for homebuying

CITY OF ABILENE TEXAS

FY 2025-2029 Goals (continued)

Goal	Description	Outcome Indicators
Revitalize Neighborhoods *Improve the quality of neighborhoods to foster safety, economic development and opportunities for residents*	The City of Abilene has several ongoing programs to improve the physical infrastructure in its neighborhoods and the quality of the built environment to foster neighborhood development, safety and economic opportunity for residents. The City will continue to use CDBG funding for its Demolition Program that removes blighted and unsafe structures in LMI areas.	**25** buildings demolished

CITY OF ABILENE TEXAS

FY 2025-2029 Goals (continued)

Goal	Description	Outcome Indicators
Support Public Services for Homeless and LMI Persons *Improve the quality of and access to programs and facilities supporting homeless, special needs, and other LMI populations*	The City will continue to fund community organizations that provide programs related to a variety of public services for LMI households, residents with special needs, and people experiencing homelessness. Homelessness continues to be an issue in Abilene. The City continues to work with its community partners to enhance the number of emergency, transitional, and permanent supportive housing beds available for individuals, families with children, victims of domestic violence, and veterans. The City will continue to prioritize CDBG funding for capital infrastructure projects for community organizations who work with the homeless population to prevent and reduce homelessness.	**13,200** persons assisted through public facility or infrastructure activities

CITY OF ABILENE TEXAS

2025 Annual Action Plan Projects

Goal	Funding	Projects	Outcome Indicators
Provide Safe, Decent, Affordable Housing	**CDBG:** $469,580 **HOME:** $518,453.76	• Habitat for Humanity • CDBG Housing Rehab Admin • Critical/Limited Repair • Single-Family Rehab • First-Time Homebuyer Program	**2** homeowner housing units added **36** homeowner housing units rehabilitated **3** households provided with direct financial assistance for homebuying

CITY OF ABILENE TEXAS

2025 Annual Action Plan Projects (cont'd)

Goal	Funding	Projects	Outcome Indicators
Revitalize Neighborhoods	**CDBG:** $150,000 **HOME:** $0	• Condemnation/Demolition	**5** buildings demolished (a minimum but averages 13 per year)
Support Public Services for Homeless and LMI Persons	**CDBG:** $211,830 **HOME:** $0	• The Salvation Army • Dignity Health Management Center	**2,852** persons assisted (facility improvements)

CITY OF ABILENE TEXAS

Conclusions

- If approved, the plans will be submitted to HUD by August 15, 2025.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **9. Ordinance (First Reading) CUP-2025-13: 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 Planned Development District 52 (PDD-52). Located At 4338 Rio Mesa Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to allow two (2) freight containers within Planned Development District 52 (PDD-52). The subject property was rezoned to PDD-52 in 1992 with a base zoning of General Commercial. The property remained undeveloped until 2019 when the construction of a doughnut shop was completed.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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

1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Concept Plan
4. Freight Container Requirements - Section 2.4.3.3(25)
5. Plan of Operation
6. PDD-52
7. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 24th day of July, 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 13th day of June, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of August, 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 14th day of August, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.83 acres to allow two freight containers within Planned Development District 52 (PDD-52).

The Conditional Use Permit is subject to the submitted the following conditions:

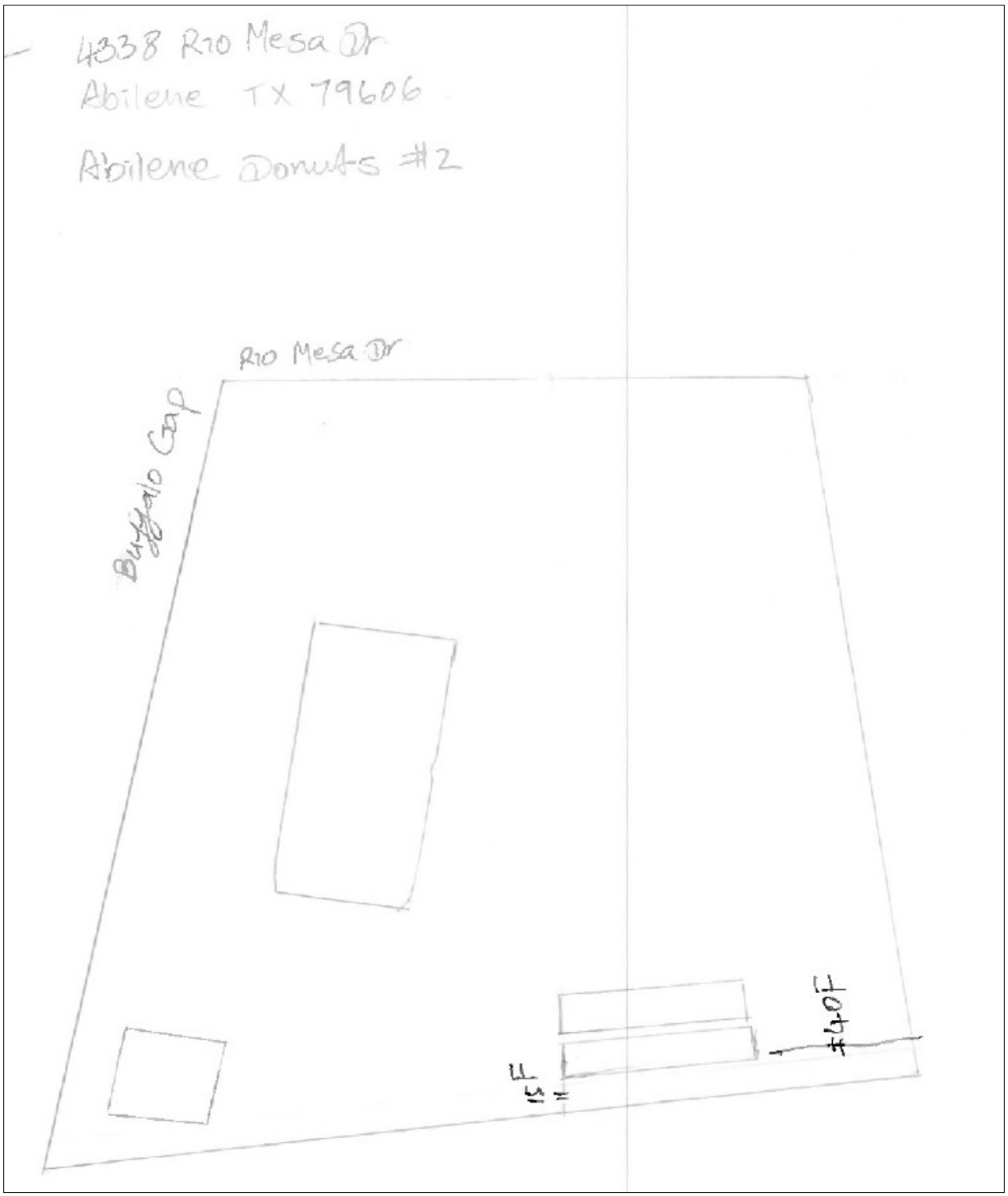
1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan (EXHIBIT B) and all applicable LDC requirements.

Legal description being, Lot 1, Block A, Enchanted Mesa Estates, Abilene, Taylor County, Texas.

Located at 4338 Rio Mesa Dr.

ORDINANCE NO. _____

EXHIBIT B



-END-

ZONING CASE CUP-2025-13 STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: July 1, 2025
City Council 1st Read: July 24, 2025
City Council 2nd Read: August 14, 2025

Applicant
Owner: Yokkim Sar

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to allow two (2) freight containers within Planned Development District 52 (PDD-52).

Location
The subject property is located at 4338 Rio Mesa Drive. Legal description being Lot 1, Block A, Enchanted Mesa Estates, Abilene, Taylor County, Texas.

Background
The subject property was rezoned to PDD-52 in 1992, with a base zoning of General Commercial. The property remained undeveloped until 2019 when the construction of a doughnut shop was completed.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Single-Family Residence
East	PDD-37	Retirement Village
South	PDD-52	Liquor Store
West	PDD-52	Residential

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed request aligns with the goals of PDD-52, as the applicant aims to utilize the freight containers as storage units for inventory and equipment that would otherwise be prohibited in that location.
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse**

impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.
The proposed/existing use is compatible with surrounding developments and will not create adverse impacts regarding traffic, noise, odor, or drainage. However, for this use to not become a visual nuisance the freight containers will be required to be screened from the right-of-way.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed/existing use will not generate additional pedestrian or vehicular traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
The applicant will be required to comply with the Land Development Code requirements regarding freight containers in General Commercial zoning which includes screening from adjacent properties with less intensive uses.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
The use, if approved, will be subject to the following LDC requirements:

- Freight Containers in Commercial districts shall be screened from public right-of-way
- Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC
- Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC
- Freight containers shall be located in the rear of the main structure and shall be a solid color to match the dominant color of the principal structure
- Freight containers shall not be stacked
- A building permit shall be obtained for each container, and each shall meet all building and development regulations

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

Attachments

- Concept Plan

- Plan of Operation
- LDC Requirements for Freight Containers
- PDD-52 Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 13, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

By owner

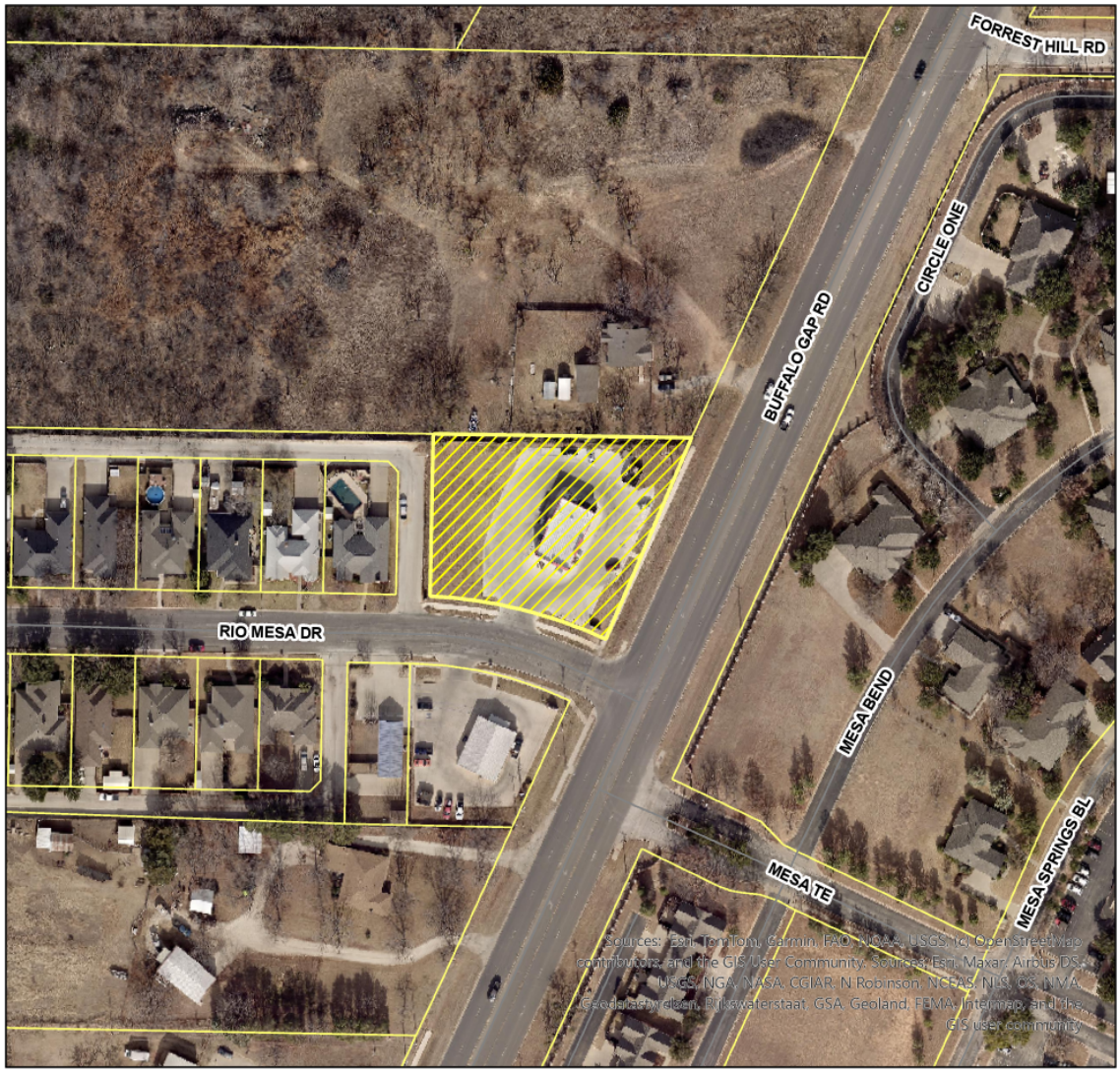
OWNER	SITUS Address	PROP_ID	RESPONSE
ALTHOF GREGORY &	4401 RIO MESA DR	94733	
CAROTHERS MARY A	4402 RIO MESA DR	94724	
DARROW JON A	7186 BUFFALO GAP RD	73539	
DUGGAN CLINT & BILLIE	4382 RIO MESA DR	94723	
FARR LARRY DON LF EST	7234 BUFFALO GAP RD	73669	
MADRID MARY F LF EST	4381 RIO MESA DR	94732	
MIMS MARTIN	4374 RIO MESA DR	94722	
PAK HARRIS ENTERPRISES LTD	4301 RIO MESA DR	206733	
PUCKETT MARLEE	4373 RIO MESA DR	94731	
RIO MESA HEALTH HOLDINGS LLC	6965 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6981 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6972 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	3 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6942 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6934 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6964 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6974 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	4 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	5 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6982 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	7 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6966 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6973 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6958 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6950 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6957 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	1 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	4266 X FORREST HILL RD	125116	
SAR SAM & YOKKIM VONG	4338 RIO MESA DR	94720	Applicant

By Property ID

OWNER	SITUS Address	PROP_ID	RESPONSE
DARROW JON A	7186 BUFFALO GAP RD	73539	
FARR LARRY DON LF EST	7234 BUFFALO GAP RD	73669	

SAR SAM & YOKKIM VONG	4338 RIO MESA DR	94720	Applicant
MIMS MARTIN	4374 RIO MESA DR	94722	
DUGGAN CLINT & BILLIE	4382 RIO MESA DR	94723	
CAROTHERS MARY A	4402 RIO MESA DR	94724	
PUCKETT MARLEE	4373 RIO MESA DR	94731	
MADRID MARY F LF EST	4381 RIO MESA DR	94732	
ALTHOF GREGORY &	4401 RIO MESA DR	94733	
RIO MESA HEALTH HOLDINGS LLC	6965 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6981 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6972 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	3 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6942 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6934 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6964 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6974 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	4 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	5 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6982 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	7 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	6966 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6973 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6958 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6950 MESA SPRINGS BL	125116	
RIO MESA HEALTH HOLDINGS LLC	6957 MESA BEND	125116	
RIO MESA HEALTH HOLDINGS LLC	6 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	1 CIRCLE ONE	125116	
RIO MESA HEALTH HOLDINGS LLC	4266 X FORREST HILL RD	125116	
PAK HARRIS ENTERPRISES LTD	4301 RIO MESA DR	206733	

NOTIFICATION MAP



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CUP-2025-13

LOCATION MAP

ZONING MAP

PD
PD
GR
FORREST HILL RD
AO
AO
CIRCLE ONE
BUFFALO GAP RD
PD
PD
PD
RIO MESA DR
PD
PD
PD
MESA BEND
MESA TE
MESA SPRINGS BL
AO
NO
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community
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CUP-2025-13
Zoning Districts
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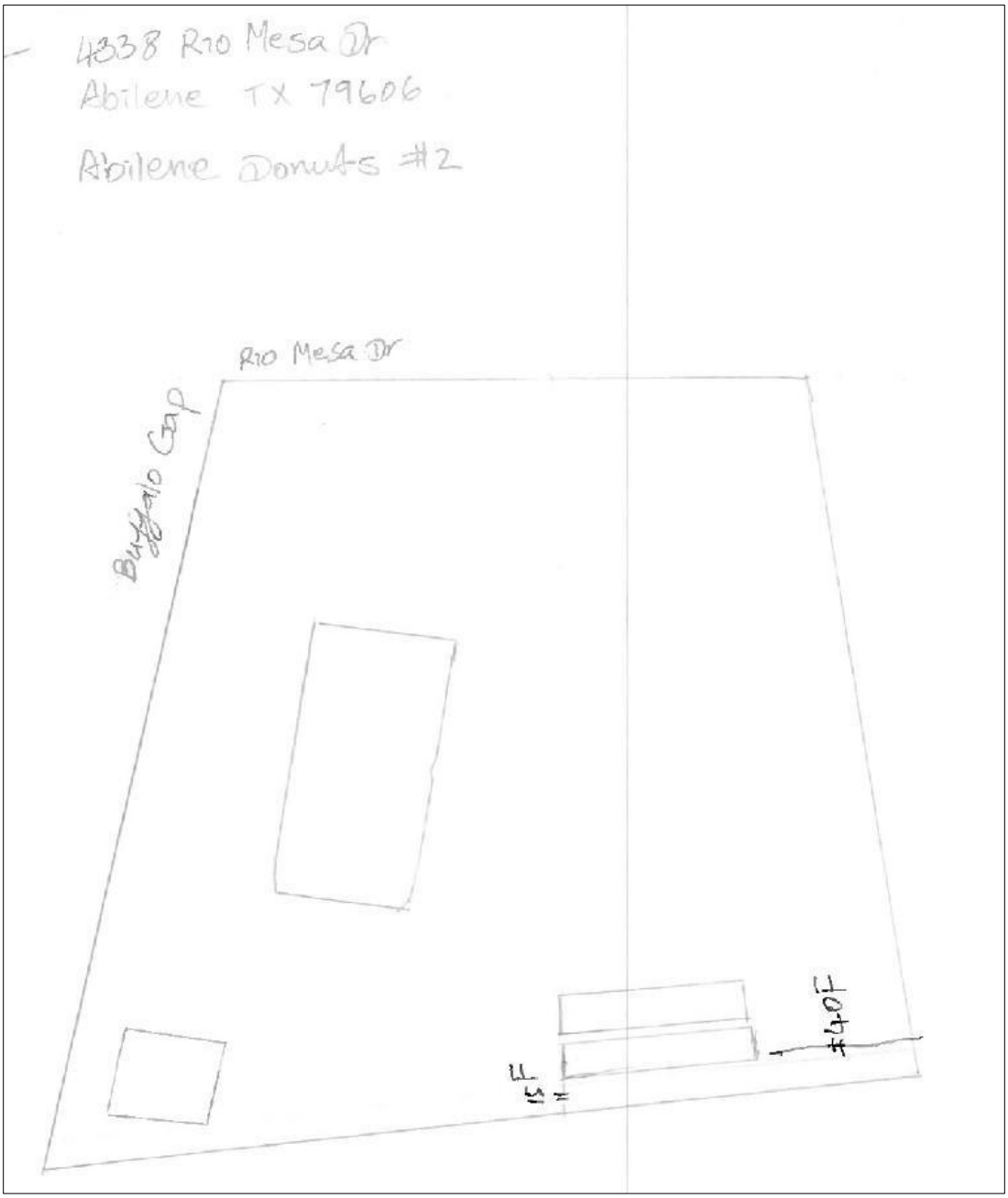
Concept Plan



Plan of Operation

Conditional Use Permit Application - Freight Container for Storage

Location: [Address]

4338 Rio Mesa Dr, Abilene TX 79606

Purpose:

Storage of donut supplies (boxes, cups, lids, etc.) and landscaping equipment for property maintenance.

Details of the Request:

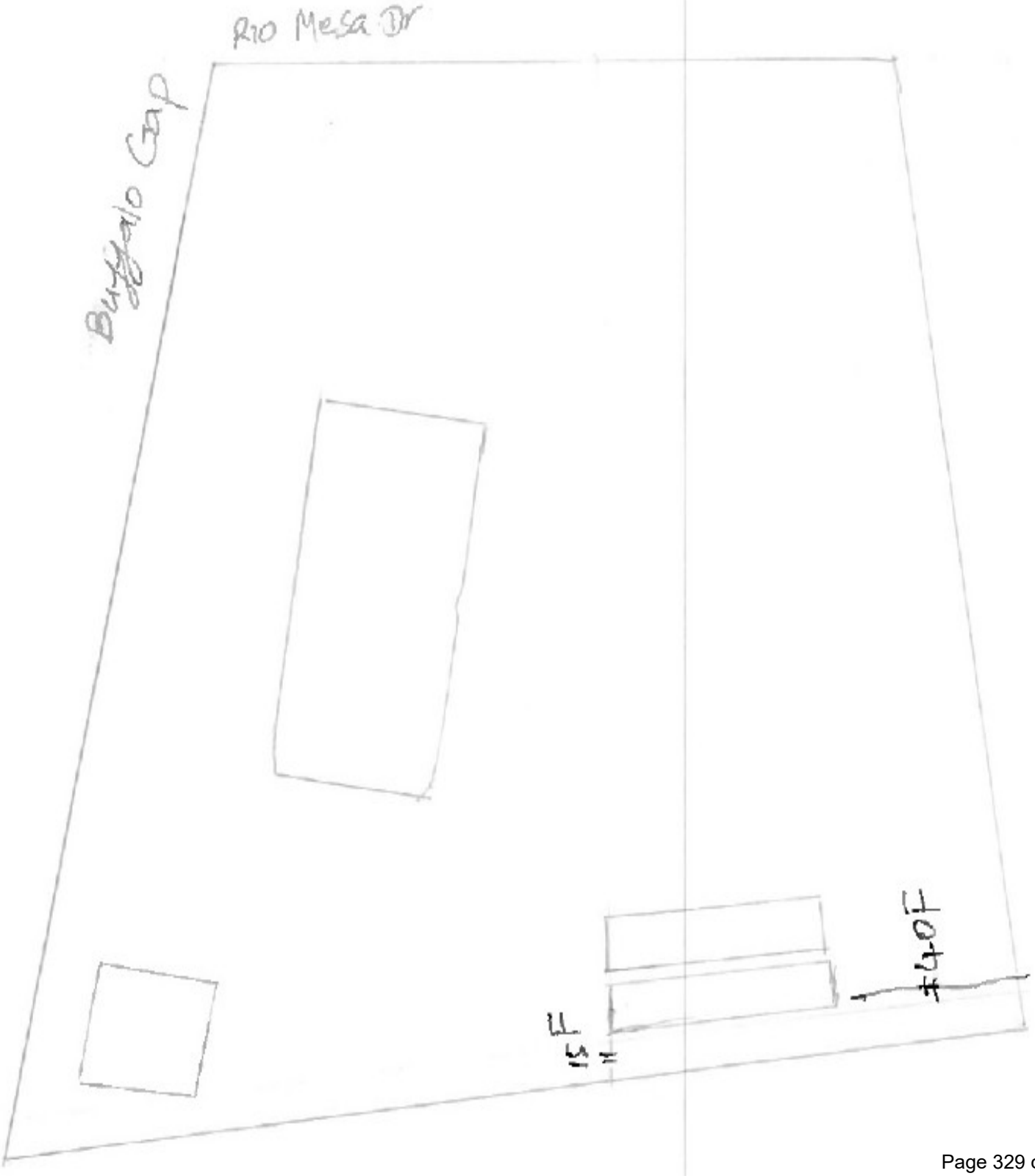
1. Structure:
    a. 2 freight (shipping) containers placed on the property for secure storage.
2. Use:
    a. Stores donut shop supplies (packaging, disposable items).
    b. Holds landscaping machinery and equipment for maintaining the shop's exterior area.
3. Hours of Operation:
    a. 24/7 (no active operations; accessed only as needed for restocking/maintenance).
    b. The container itself does not generate noise, traffic, or activity outside normal business hours.

Justification for Approval:

- Necessity: Frees up space inside the donut shop and keeps supplies/equipment organized.
- Safety & Aesthetics: The container will be maintained in good condition and screened if required (e.g., fencing/landscaping).
- No Disruption: Passive use no late-night disturbances or additional traffic.
- The container is not a business operation. it's purely storage.
- 24/7 access is for practicality (e.g., early-morning restocking), but no frequent after-hours activity is expected.

4338 Rio Mesa Dr
Abilene TX 79606

Abilene Donuts #2



(25) *FREIGHT CONTAINER:*

a. *Screening.*

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

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

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

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

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

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

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

Conditional Use Permit Application – Freight Container for Storage

Location: [Address]

4338 Rio Mesa dr, Abilene TX 79606

Purpose:

Storage of donut supplies (boxes, cups, lids, etc.) and landscaping equipment for property maintenance.

Details of the Request:

1. Structure:
   -2 Freight (shipping) containers placed on the property for secure storage.

2. Use:

   - Stores donut shop supplies (packaging, disposable items).

   - Holds landscaping machinery and equipment for maintaining the shop's exterior area.

3. Hours of Operation:

   - 24/7 (no active operations; accessed only as needed for restocking/maintenance).

   - The container itself does not generate noise, traffic, or activity outside normal business hours.

Justification for Approval:

- Necessity: Frees up space inside the donut shop and keeps supplies/equipment organized.

- Safety & Aesthetics: The container will be maintained in good condition and screened if required (e.g., fencing/landscaping).

- No Disruption: Passive use no late-night disturbances or additional traffic.

- The container is not a business operation. it's purely storage.

- 24/7 access is for practicality (e.g., early-morning restocking), but no frequent after-hours activity is expected.

ORDINANCE NO. 48-1992

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD #52 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, Subpart E, known as the Zoning Ordinance 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.

PASSED ON FIRST READING this 5 day of November A.D. 19 92.

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 1 day of November, 19 92, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 19 day of November, 19 92, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 19 day of November, A.D. 19 92.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

00300

ORDINANCE NO. 48-1992

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance. Site Plan (and vicinity map) is attached as Exhibit B.

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. are hereby incorporated by reference and included as part of this ordinance. (Some of these documents may be attached as Exhibit C.)

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) District to PDMX (Planned Development Mixed Use) District.

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.

PART 5: Legal Description. The legal description of this P.D.D. is as follows:

Being 7.69 acres of land out of a 96.3 acre tract out of the M. Talbot Survey 102, Taylor County, Texas, and being more particularly descibed as follow:

BEGINNING at a iron pin at the Southeast corner of a 10.0 acre tract on the West boudary line of Buffalo Gap Road whence the Northwest corner of said M. Talbot Survey bears S89deg.50'W 1110.8', N0deg.10'W 366.1' and S89deg.50'W 5699.4';

THENCE S24deg.09'W 401.25' along the West boundary line of Buffalo Gap Road to an iron pin;

THENCE S89deg.51'W 1165.2' to a point;

THENCE N46deg.58½'E 220.4' to a point;

THENCE N89deg.51'E 300.0' to a point;

THENCE N22deg.09½'E 232.8' to a point;

THENCE N89deg.50'E 780.4' to the point of beginning and containing 7.69 acres of land.

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PART 6: Purpose: The purpose of the Planned Development district is to provide space for commercial development on available land beside a major thoroughfare, while at the same time achieving the following objectives:

A. Help improve the overall appearance of commercial use at this highly visible location beside a major entrance to the city.

B. Mitigate the sometimes unsightly, sometimes obtrusive appearance of commercial activity from adjacent residential development, and recognize that future residential development fronting Buffalo Gap Road is very unlikely.

C. Ensure a degree of environmental quality that is compatible with the surrounding areas and consistent with the proposals outlined in the Entryway Ordinance.

PART 7: Specific Modifications:

A. Use and development of land shall conform with regulations applicable to the General Commercial zoning classifications, except for the following features:

1. The following principal activities shall not be permitted:

Residential Use
Vacation Travel Trailers (See also Vacation Travel Trailer Parks)
Vacation Travel Trailer Parks (See Mobile Home and Vacation Travel Trailer Parks Ordinance)

Accessory and Incidental uses:
Mobile Home (office for sales and service)

Cultural and Recreational Uses:
Ballfields and Ballparks (non-commercial)
Boat Rentals and Boat Access Sites
Bowling Lanes
Drive-In Movies
Golf Driving Range
Golf (Par 3, Pitch and Putt, Miniature)
Park and/or Playground
Swimming Pool, Public or Private (not accessary to residential use)

Tennis Courts, Public or Private (not accessory to residential Use)
Zoos

Educational and Religious Uses:
Cemeteries, Crematoriums, and Mausoleums

Services (other than office-type):
Automobile and Small Truck (1-1/2 ton or less) Rental and Leasing
Automobile and Small Truck (1-1/2 ton or less) Repair, Painting, Body Work and Servicing Only
Automobile Wash
Storage (self-service units)
Tool and Equipment Rental

Trade-Retail Uses:
Auction (permanent, on-premise)
Automobile and Small Truck (not to exceed 1-1/2 ton) Sales and/or Service
Bait Store and Live Bait Sales
Farm Products (open air)
Gasoline
Gasoline (with and including automobile service)
Grocery Store (convenience type)
Grocery Store (supermarket)
Liquor Store On-premise Consumption
Mobile Homes, Camping, and Travel Trailers
Monuments
Motorcycles Sales and Service
Motorized Camping Trailers and Motor Homes
Pawn Shop
Secondhand Merchandise (includes flea markets)

Transportation, Communication and Utilities:
Electric Substations
Gas Line Regulating or Compression Stations
Petroleum Pressure Control Stations
Radio Studios (with broadcast tower)
Radio Broadcast Tower
Sewage Pressure Control Stations and Lift Stations
Television Studios (with broadcast tower)
Television Transmitting Stations and Relay Tower

Water Pressure Control Stations
Water Storage

Resource Production and Extraction Uses:
Petroleum and Gas Well

2. Outdoor storage of material, inventory and equipment shall be prohibited.

3. Free-standing business or identification signs shall be limited to one such sign per business, no larger than 100 square feet in area or more than 25 feet in height, and shall be set back a minimum of 10 feet from any streetside boundary, and in no case shall be in the right-of-way.

4. All buildings or structures shall be set back from property boundary lines the following distances:

Front	20'
Side	10'
Rear	20'
Exterior side	15'

5. All buildings or structures shall face the interior street within the PDD and none shall face Buffalo Gap Road

6. The exterior property lines north and south of the interior drive, parallel to Buffalo Gap Road, shall be screened by landscaping a minimum of 4 feet in height, or by a solid opaque fence or masonry wall at least 6 feet in height. Landscape screening may be accomplished by use of berming, shrubs, trees, bushes, or similar means, provided the screening effect closely resembles that furnished by a wall or fence. Should a wall or fence be used, one tree per 20 feet of frontage shall be planted along Buffalo Gap Road exterior to the wall or fence, and on private property.

7. The property lines along the exterior boundary lines on the north, south, and west sides of the PDD shall be screened by a solid, opaque fence or masonry wall a minimum of 6 feet in height.

8. The maximum height of all structures within the PDD shall be 30 feet or 2 stories, whichever is less.

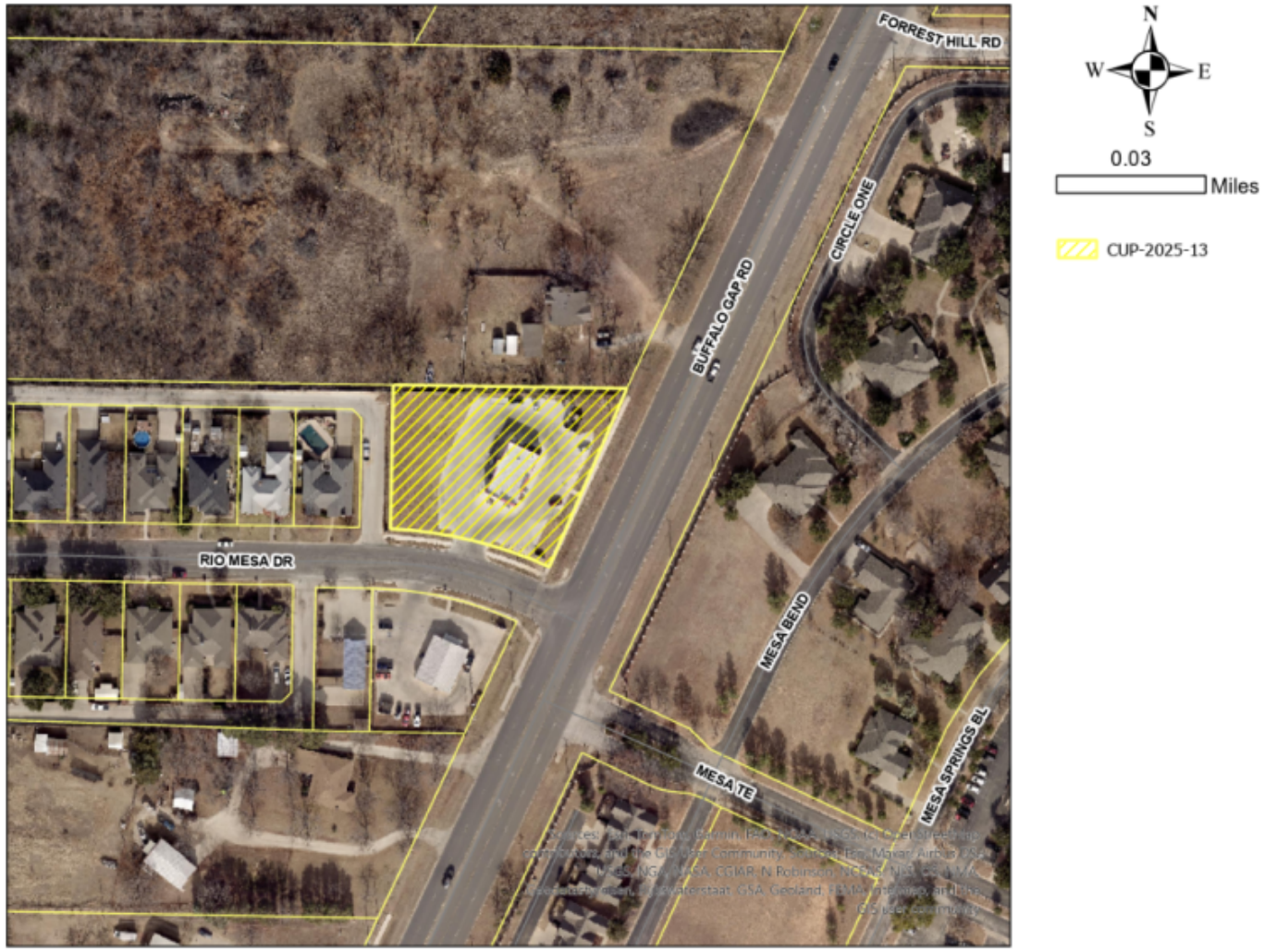
B. Resubdivision of any or more lots represented on the site plan (attached as Exhibit B) shall be undertaken in conformance with Subdivision Regulations of the City of Abilene applicable at the time of resubdivision. Amendment of this Planned Development ordinance shall not be necessary for resubdivision; however, above-described regulations regarding use and development shall remain applicable to the lots represented on the attached site plan, unless such regulations are modified by amendment to this ordinance.

CONDITIONAL USE PERMIT

Case:	CUP-2025-13
Owner:	Yokkim Sar
Request:	A Conditional Use Permit to allow two (2) freight containers within PDD-52.
Location:	4338 Rio Mesa Drive
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 1, 2025
Council Hearing:	July 24, 2025
	August 14, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



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CITY OF ABILENE TEXAS

ZONING MAP

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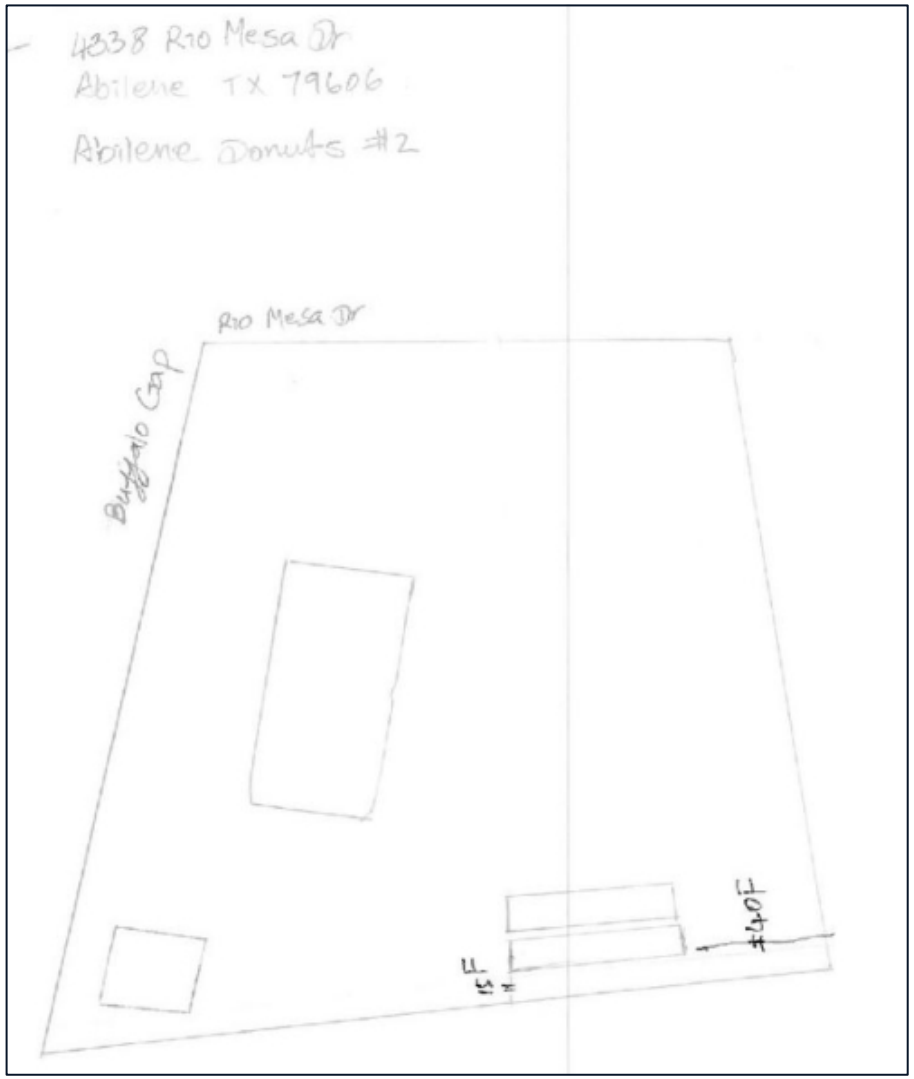
Zoning Districts

- AO
- GR
- NO
- PD

CITY OF ABILENE TEXAS

CONCEPT PLAN

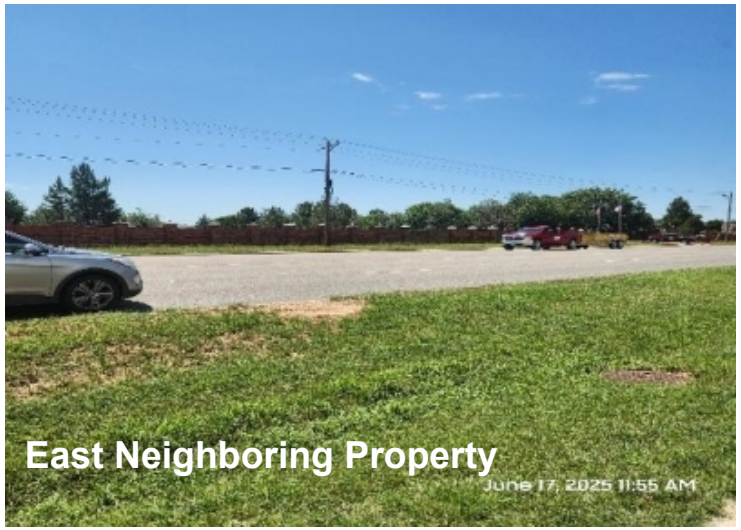


CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NEIGHBORING PROPERTY VIEWS



East Neighboring Property

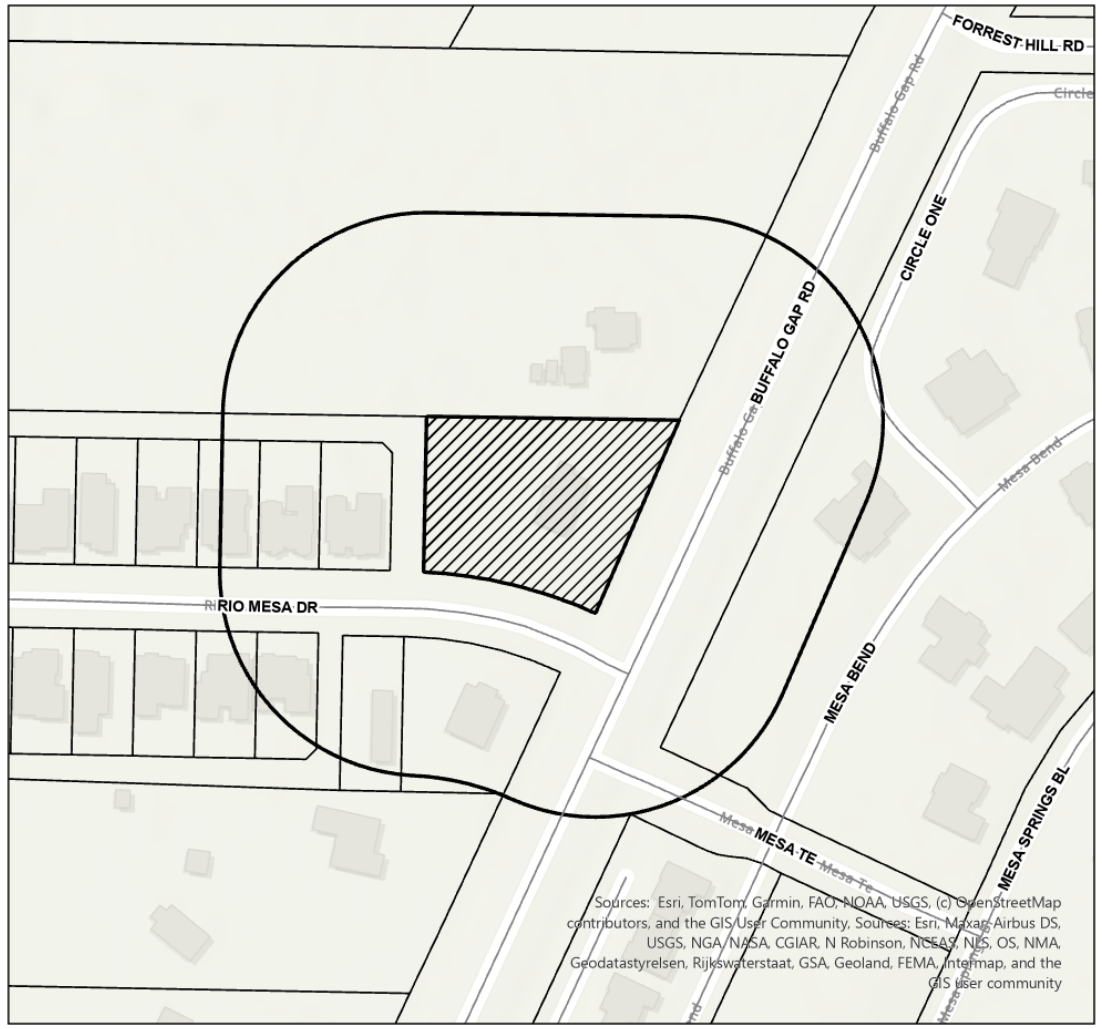
West Neighboring Property

North Neighboring Property

South Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



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Notification Buffer
CUP-2025-13

0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval.
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **10. Ordinance (First Reading) CUP-2025-14: 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 Commercial (GC). Located At 358 East South 11th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner of the property at 358 ES 11th would like to place two freight containers Northwest of the proposed structure (a donut shop) to be used for general storage of materials associated with the donut shop.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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

1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application
4. Freight Container Requirements - Section 2.4.3.3(25)
5. Plan of Operations and Concept Plan
6. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 24th day of July, 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 13th day of June, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of August, 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 14th day of August, 2025.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 2.26 acres to allow two freight containers within General Commercial (GC).

The Conditional Use Permit is subject to the submitted the following conditions:

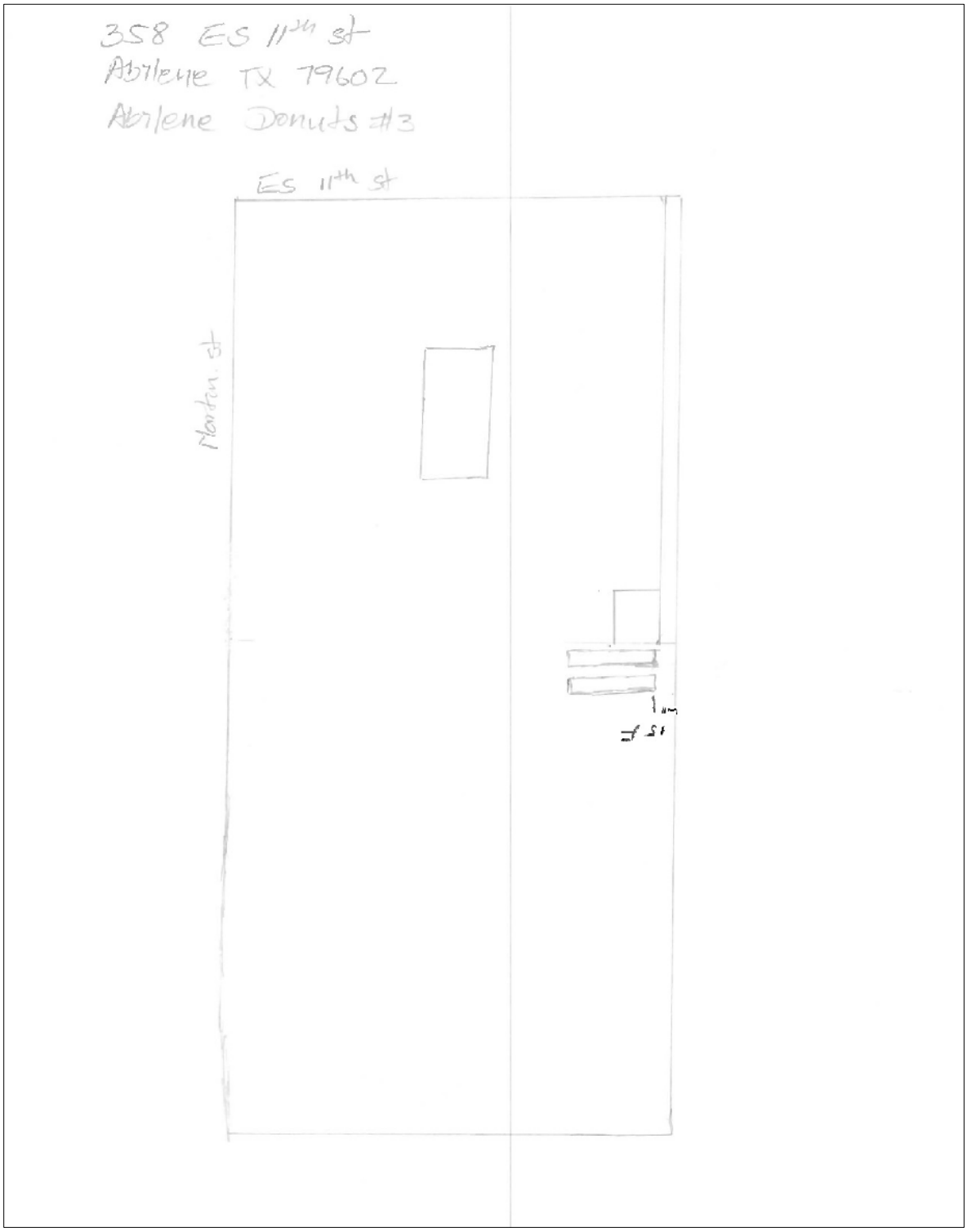
1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan (EXHIBIT B) and all applicable LDC requirements.

Legal description being, Lot 101, Block A, Section 2, Martin Addition, Abilene, Taylor County, Texas.

Located at 358 East South 11th Street.

ORDINANCE NO. _____

EXHIBIT B



-END-

ZONING CASE: CUP-2025-14 STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: July 1, 2025
City Council 1st Read: July 24, 2025
City Council 2nd Read: August 14, 2025

Applicant
Owner: Yokkim Sar

Case Manager
Adam Holland – Planner

Request
Apply a Conditional Use Permit to allow two (2) freight containers within General Commercial (GC) zoning.

Location
Located at 358 ES 11th Street. Legal description being, Lot 101, Block A, Section 2, Martin Addition, Abilene, Taylor County, Texas

Background
The owner of the property at 358 ES 11th would like to place two freight containers Northwest of the proposed structure (a donut shop) to be used for general storage of materials associated with the donut shop.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	PDD-22	Vacant Property
East	GC	Contractor Service/Office
South	GC	Vacant Lot
West	GC	Unused Structure

Criteria Assessment
Staff have reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed request is consistent with the intent of the requirements for General Commercial districts.
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, odor, or drainage. However, these freight containers will be required to be screened from the right-of-way, and subject to all applicable Land Development Code regulations in regard to freight containers.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed use will not generate additional pedestrian or vehicular traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
The proposed use does not generate a level of traffic that would adversely affect the existing road network at this location.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
The applicant will be required to comply with the Land Development Code requirements, which will minimize visual impacts on surrounding locations and rights of way.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
The use, if approved, will be subject to the following LDC requirements:
    - Freight Containers in Commercial districts shall be screened from public right-of-way
    - Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC
    - Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC
    - Freight containers shall be located in the rear of the main structure and shall be a solid color to match the dominant color of the principal structure
    - Freight containers shall not be stacked
    - A building permit shall be obtained for each container, and each shall meet all building and development regulations

P&Z Recommendation
The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:
1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

Attachments

- Application
- Freight Container Requirements
- Plan of Operation/Concept Plan
- PowerPoint

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

June 13, 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

Owner

OWNER	SITUS Address	PROP_ID	RESPONSE
DUNNAM DENNIS RAY II &	411 ES 11TH ST	41848	
MC PHAIL MIKE	365 ES 11TH ST	43228	
MC PHAIL MIKE	401 A ES 11TH ST	43228	
MC PHAIL MIKE	401 B ES 11TH ST	43228	
MC PHAIL MIKE	363 ES 11TH ST	43228	
MC PHAIL MIKE	361 ES 11TH ST	43228	
MC PHAIL MIKE	401 ES 11TH ST	43228	
HARTNESS COREY & PEREZ ALYSSIA ADRIANNA &	309 ES 11TH ST	42985	
MC PHAIL MIKE	349 ES 11TH ST	43349	
WALKER BRUCE & LINDA	341 ES 11TH ST	42702	
WALKER BRUCE & LINDA	315 ES 11TH ST	42702	
INCA TRIO FIRE SERVICES LP	1009 MARTIN ST	1057572	
PRAIRIE ROCK LLC		18983	
ISRANI HOLDINGS LLC	318 ES 11TH ST	45204	
ROYAL ELECTRIC CO OF ABL	334 ES 11TH ST	45749	
SAR SAM & VONG YOKKIM	358 ES 11TH ST	45750	
PRAIRIE ROCK LLC		18187	
CHRISTIAN DORA SUE	418 ES 11TH ST	45471	
BILLINGS CYNTHIA KAY	449 ES 11TH ST	41978	
LATOUR COMMERCIAL PROPERTIES LLC	402 ES 11TH ST	45624	

Prop ID

OWNER	SITUS Address	PROP_ID	RESPONSE
PRAIRIE ROCK LLC		18187	
PRAIRIE ROCK LLC		18983	
DUNNAM DENNIS RAY II &	411 ES 11TH ST	41848	
BILLINGS CYNTHIA KAY	449 ES 11TH ST	41978	
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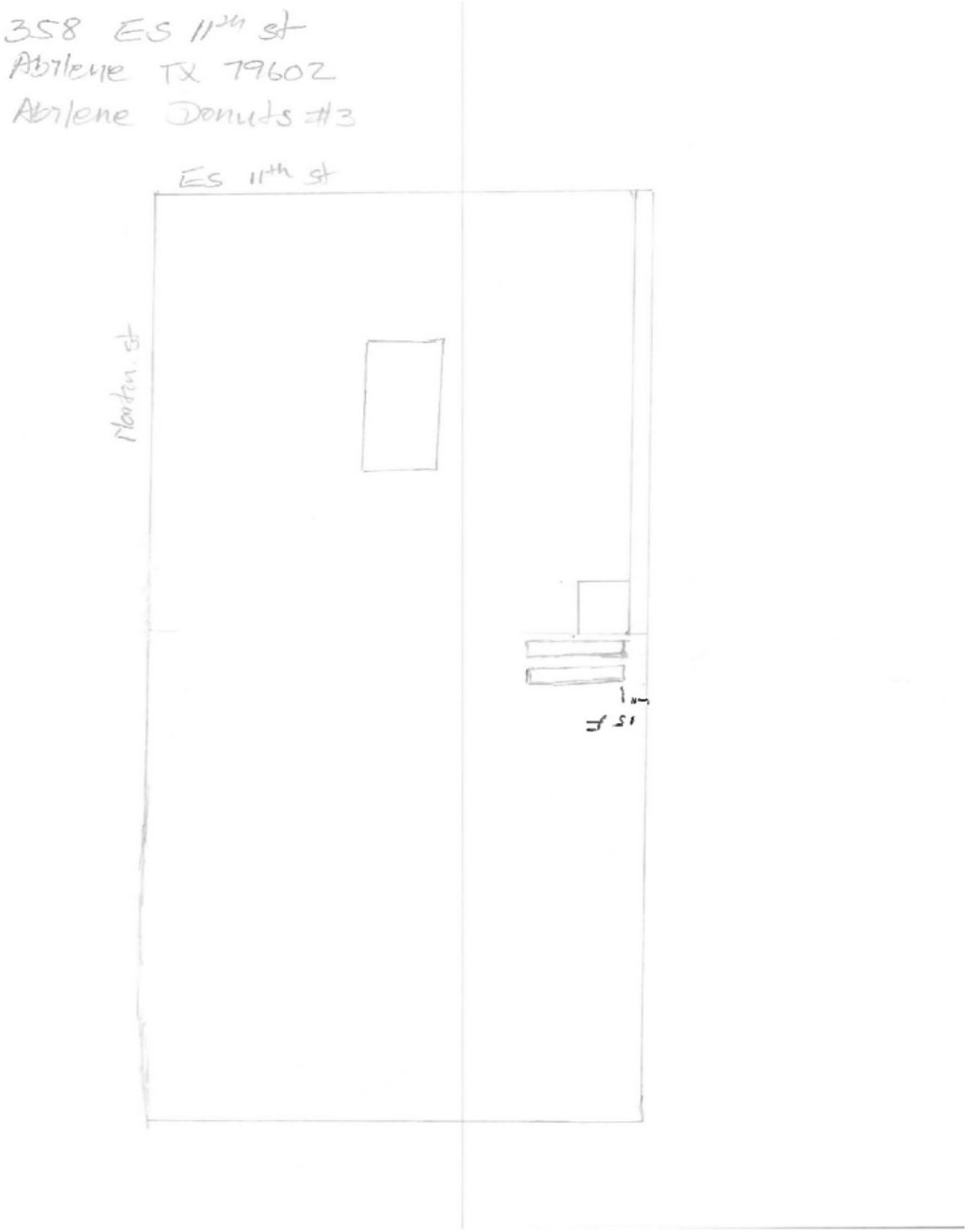
SAR SAM & VONG YOKKIM	358 ES 11TH ST	45750	

INCA TRIO FIRE SERVICES LP	1009 MARTIN ST	1057572	

CONCEPT PLAN



Plan of Operation

Conditional Use Permit Application - Freight Container for Storage Location: [Address]

4338 Rio Mesa Dr, Abilene TX 79606

Purpose:

Storage of donut supplies (boxes, cups, lids, etc.) and landscaping equipment for property maintenance.

Details of the Request:

1. Structure:
    a. 2 freight (shipping) containers placed on the property for secure storage.
2. Use:
    a. Stores donut shop supplies (packaging, disposable items).
    b. Holds landscaping machinery and equipment for maintaining the shop's exterior area.
3. Hours of Operation:
    a. 24/7 (no active operations; accessed only as needed for restocking/maintenance).
    b. The container itself does not generate noise, traffic, or activity outside normal business hours.

Justification for Approval:

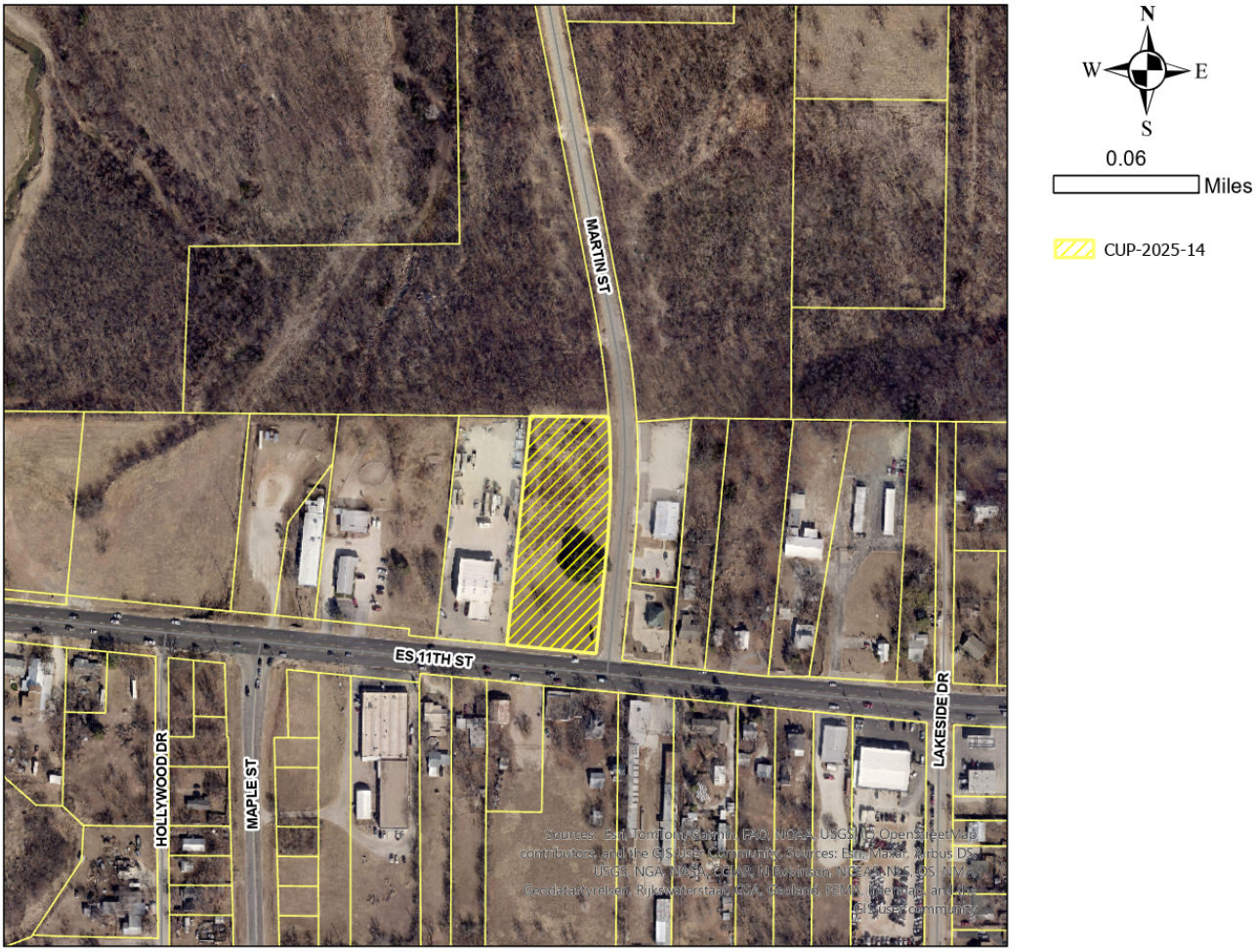
- Necessity: Frees up space inside the donut shop and keeps supplies/equipment organized.
- Safety & Aesthetics: The container will be maintained in good condition and screened if required (e.g., fencing/landscaping).
- No Disruption: Passive use no late-night disturbances or additional traffic.
- The container is not a business operation. it's purely storage.
- 24/7 access is for practicality (e.g., early-morning restocking), but no frequent after-hours activity is expected.

NOTIFICATION MAP

ZONING MAP

AO
HI
AO
PD
PD
MARTIN ST
AO
HI
GC
GC
AO
GC
MD
1702 ft
ES 11TH ST
HOLLYWOOD DR
MAPLE ST
LAKESIDE DR
HI
LI
LI
RS-6
HC
AO
GC
GC
GC
GC
RS-6
AO
RS-6
RS-6
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
N
W
E
S
0.06
Miles
CUP-2025-14
Zoning Districts
AO
GC
HC
HI
LI
MD
PD
RS-6

LOCATION MAP



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: Abilene Donuts #3.

Address: 3558 ES 11th St Number of Lots: Acreage:

Legal Description: Martin Addn Sec. 2.

Subdivision Name: Block: A Lot: 101 Rep.

Current Zoning: Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Yokkim Sar

Address: 6625 Longbranch Way.

City, State, Zip: Abilene TX 79606. Fax:

Phone: 805 300 8683 Email: Lisavong99@Yahoo.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: Date: 05.27.25

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

Reason for Zoning Change

To allow freight Contaner.

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

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)*: Yokkim Sar

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: 05. 27. 25

ZONING APPLICATION

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

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

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

Witness my hand this day of 05. 27, 20 25

*(cross out the inapplicable phrase)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: 2.26
Zoning Classification(s): _____ Total Number of Lots: 1
Location: 358 ES 11th St, Abilene TX 79602

Property Owner Information & Authorization

Name/Company: Abilene Donuts #3.
Address: 358 ES 11th St
City: Abilene State: TX Zip Code: 79602
Phone: 805 300 8683 Email: Lzsavong99@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: _____ **Date:** 05.27.25

STATE OF: Texas.

COUNTY OF: Taylor

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 27 day of May, 2025

_____
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: _____

(25) *FREIGHT CONTAINER:*

a. *Screening.*

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

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

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

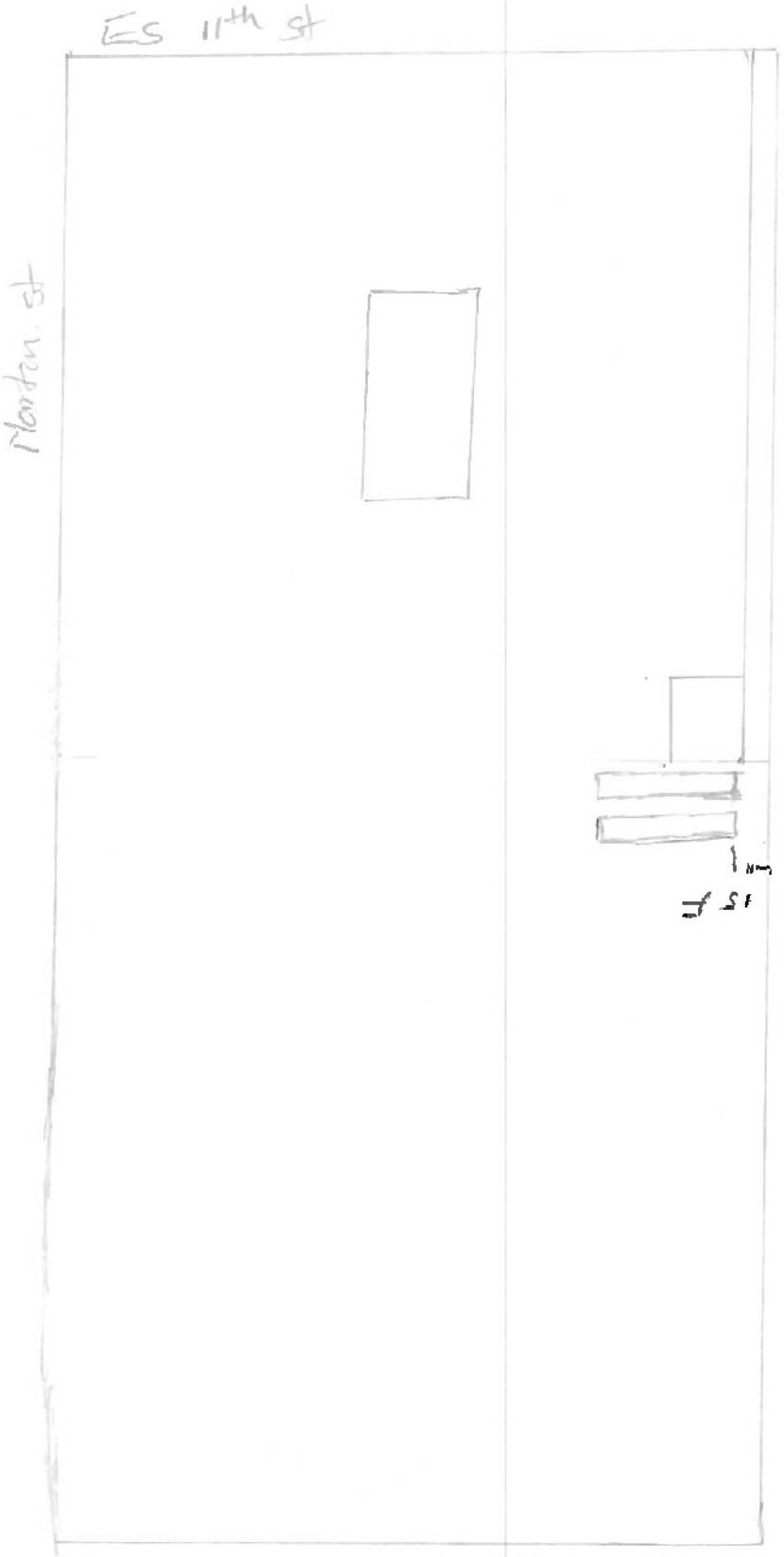
d. *Building Permit Required.* A building permit shall be obtained for each container and each shall meet all building and development regulations, with the exception that building separation requirements shall apply to separation from freight containers to other structures, not between multiple freight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

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

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

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

358 ES 11th st
Abilene TX 79602
Abilene Donuts #3



Conditional Use Permit Application – Freight Container for Storage

Location: [Address]

358 E S 11TH ST, Abilene TX 79602

Purpose:

Storage of donut supplies (boxes, cups, lids, etc.) and landscaping equipment for property maintenance.

Details of the Request:

1. Structure:
   -2 Freight (shipping) containers placed on the property for secure storage.

2. Use:

   - Stores donut shop supplies (packaging, disposable items).

   - Holds landscaping machinery and equipment for maintaining the shop's exterior area.

3. Hours of Operation:

   - 24/7 (no active operations; accessed only as needed for restocking/maintenance).

   - The container itself does not generate noise, traffic, or activity outside normal business hours.

Justification for Approval:

- Necessity: Frees up space inside the donut shop and keeps supplies/equipment organized.

- Safety & Aesthetics: The container will be maintained in good condition and screened if required (e.g., fencing/landscaping).

- No Disruption: Passive use no late-night disturbances or additional traffic.

- The container is not a business operation. it's purely storage.

- 24/7 access is for practicality (e.g., early-morning restocking), but no frequent after-hours activity is expected.

CONDITIONAL USE PERMIT

Case: CUP-2025-14

Agent: Yokkim Sar

Request: Conditional Use Permit to allow two (2) freight containers within General Commercial (GC) zoning.

Location: 358 ES 11th St.

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: July 1, 2025

Council Hearing: July 24, 2025

August 14, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

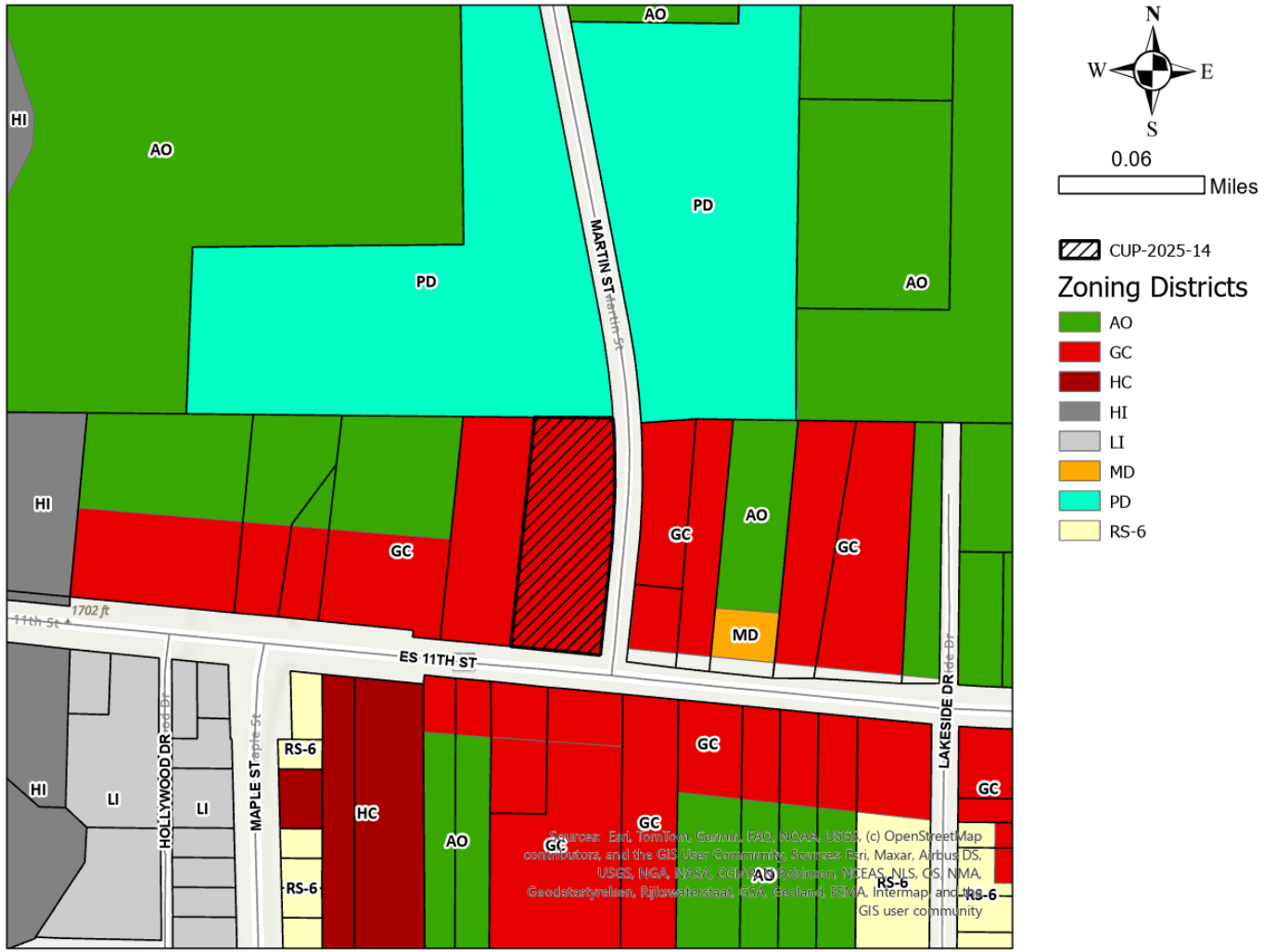
N
W E
S

0.06 Miles

CUP-2025-14

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

PLAN OF OPERATIONS

Conditional Use Permit Application – Freight Container for Storage

Location: [Address]

358 E S 11TH ST, Abilene TX 79602

Purpose:

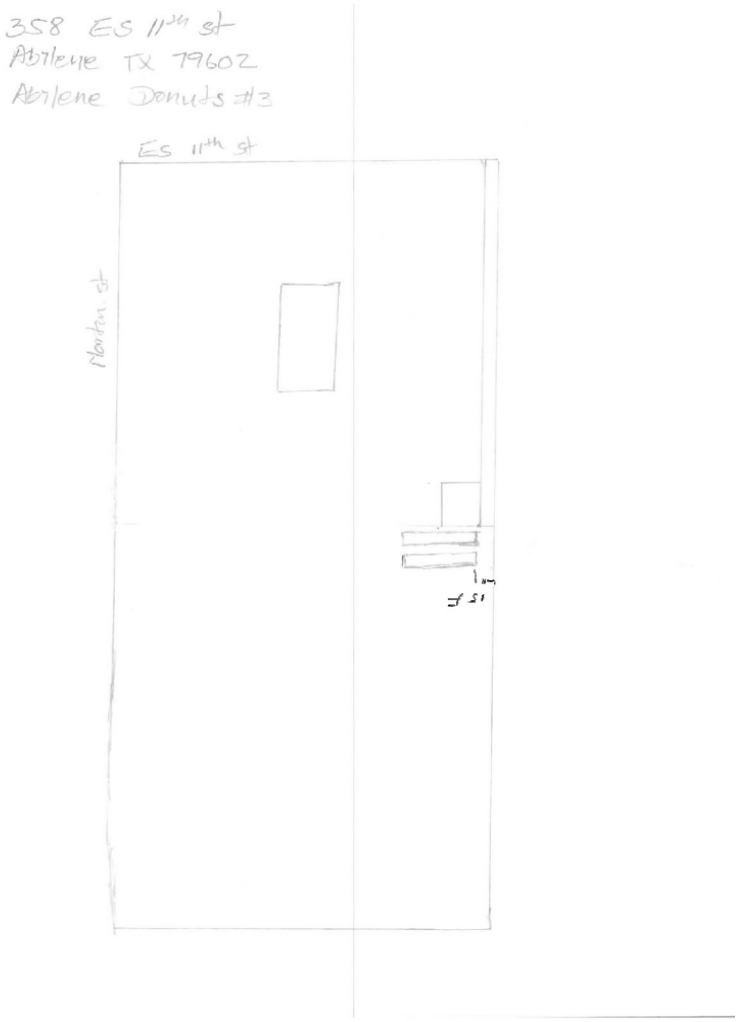
Storage of donut supplies (boxes, cups, lids, etc.) and landscaping equipment for property maintenance.

Details of the Request:

1. Structure:
   -2 Freight (shipping) containers placed on the property for secure storage.
2. Use:
   - Stores donut shop supplies (packaging, disposable items).
   - Holds landscaping machinery and equipment for maintaining the shop's exterior area.
3. Hours of Operation:
   - 24/7 (no active operations; accessed only as needed for restocking/maintenance).
   - The container itself does not generate noise, traffic, or activity outside normal business hours.

Justification for Approval:

- Necessity: Frees up space inside the donut shop and keeps supplies/equipment organized.
- Safety & Aesthetics: The container will be maintained in good condition and screened if required (e.g., fencing/landscaping).
- No Disruption: Passive use no late-night disturbances or additional traffic.
- The container is not a business operation. it's purely storage.
- 24/7 access is for practicality (e.g., early-morning restocking), but no frequent after-hours activity is expected.



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

N
W E
S

0.04 Miles

CUP-2025-13
Notification Buffer

0 - In Favor-
0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval.
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **11. Ordinance (First Reading) Z-2025-19: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner To Rezone Approximately 21.22 Acres From General Retail (GR) To Multi Family (MF). Located Along Memorial Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City in 2001 as Agricultural Open (AO) and was rezoned to General Retail (GR) in January 2025. The lot has remained vacant since its annexation into City limits.

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 5-0.

ATTACHMENTS:

1. Ordinance

2. Staff Report
3. Metes and Bound
4. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 24th day of July, 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 13th day of June, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of August, 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 14th day of August, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 21.22 acres from General Retail (GR) to Multi Family (MF).

Legal description as follows:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF THIS DESCRIBED TRACT AND SAID 125.04 ACRE TRACT;

THENCE S88°47'43"E, A DISTANCE OF 162.56 FEET ALONG THE NORTH LINE OF THIS DESCRIBED TRACT AND SAID 125.04 ACRE TRACT TO A POINT FOR AN ANGLE CORNER OF THIS DESCRIBED TRACT AND SAID 125.04 ACRE TRACT;

THENCE S89°35'36"E, A DISTANCE OF 713.03 FEET ALONG THE NORTH LINE OF THIS DESCRIBED TRACT AND SAID 125.04 ACRE TRACT TO A POINT FOR THE NORTHEAST CORNER OF THIS DESCRIBED TRACT AND BEING THE NORTHWEST CORNER OF THE DENALI ADDITION, SECTION 2A-2, AS SHOWN PER PLAT RECORDED IN CABINET 5, SLIDE 169, PLAT RECORDS, TAYLOR COUNTY, TEXAS;

THENCE ALONG THE EAST LINES OF THIS DESCRIBED TRACT AND ALONG THE WEST LINES OF SAID THE DENALI ADDITION, SECTION 2A-2, THE FOLLOWING BEARINGS AND DISTANCES:

- S09°04'30"W, A DISTANCE OF 237.29 FEET TO A POINT;
- S09°04'06"W, A DISTANCE OF 70.95 FEET TO A POINT;
- S09°04'30"W, A DISTANCE OF 593.65 FEET TO A POINT;
- S09°04'40"W, A DISTANCE OF 60.67 FEET TO A POINT;
- S09°02'25"W, A DISTANCE OF 412.59 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DESCRIBED TRACT AND THE SOUTHWEST CORNER OF SAID THE DENALI ADDITION, SECTION 2A-2;

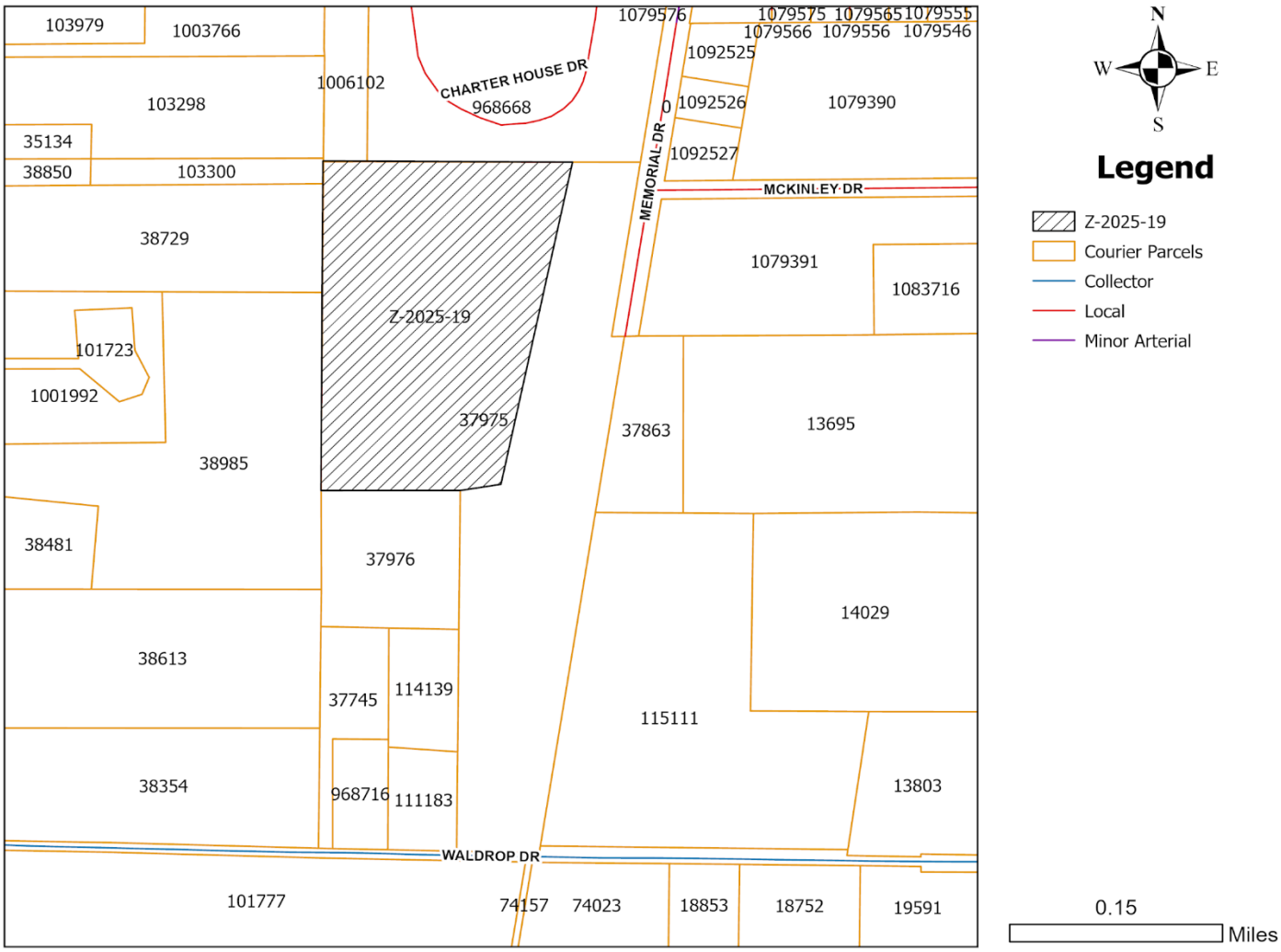
THENCE S88°04'12"W, A DISTANCE OF 160.58 ALONG THE SOUTH LINE OF THIS DESCRIBED TRACT AND OVER AND ACROSS SAID 125.04 ACRE TRACT TO A POINT FOR AN ANGLE CORNER;

THENCE N89°27'05"W, A DISTANCE OF 510.63 ALONG THE SOUTHWEST CORNER OF THIS DESCRIBED TRACT AN SAID 125.04 ACRE TRACT;

THENCE N00°30'42"E, A DISTANCE OF 1367.04 FEET ALONG THE WEST LINE OF THIS DESCRIBED TRACT AND SAID 125.04 ACRE TRACT TO THE **POINT OF BEGINNING** AND CONTAINING **21.22 ACRES** OF LAND, MORE OF LESS.

Located along Memorial Drive.

ORDINANCE NO. _____



END

ZONING CASE
Z-2025-19
STAFF REPORT

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Scheduled Hearings
Planning & Zoning Commission: July 1, 2025
City Council 1st Reading: July 24, 2025
City Council 2nd Reading: August 14, 2025

Applicant
Agent: Jacob & Martin
Owner: PB 6950 LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 21.22 acres from General Retail (GR) to Multi Family (MF).

Location
Located along Memorial Drive. Legal description being approximately 21.22 acre tract out of the Southwester quarter of Section No. 12, Lunatic Asylum Lands, M. Pogue Survey, Abstract No. 831, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 2001 as Agricultural Open (AO) and was rezoned to General Retail (GR) in January 2025. The lot has remained vacant since its annexation into City limits.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD	Wesley Court
East	GR	Vacant Lot
South	AO/GC	Vacant Lots
West	RS-8	Residential

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.

P&Z Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Metes & Bounds
- Project Overview

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 13, 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
BYRD MIKE	38729		
BYRD MIKE	103298		
BYRD MIKE	103300		
BYRD MIKE	38985		
BYRD MIKE	1006102		
PB 6950 LLC	37975		
STRICKLIN JACK JR	37976		
WESLEY COURT LLC	968668	2606 Bristol Ct	
WESLEY COURT LLC	968668	6525 Lincolnshire Wy	
WESLEY COURT LLC	968668	6510 Lincolnshire Wy	
WESLEY COURT LLC	968668	6564 Lincolnshire Wy	
WESLEY COURT LLC	968668	6557 Lincolnshire Wy	
WESLEY COURT LLC	968668	6526 Lincolnshire Wy	
WESLEY COURT LLC	968668	6505 Lincolnshire Wy	
WESLEY COURT LLC	968668	6561 Lincolnshire Wy	
WESLEY COURT LLC	968668	6530 Lincolnshire Wy	
WESLEY COURT LLC	968668	6521 Lincolnshire Wy	
WESLEY COURT LLC	968668	6534 Lincolnshire Wy	
WESLEY COURT LLC	968668	6517 Lincolnshire Wy	
WESLEY COURT LLC	968668	2602 Bristol Ct	
WESLEY COURT LLC	968668	6541 Lincolnshire Wy	

WESLEY COURT LLC	968668	6570 Lincolnshire Wy	
WESLEY COURT LLC	968668	6537 Lincolnshire Wy	
WESLEY COURT LLC	968668	6502 Lincolnshire Wy	
WESLEY COURT LLC	968668	2617 Antilley Rd	
WESLEY COURT LLC	968668	6509 Lincolnshire Wy	
WESLEY COURT LLC	968668	6540 Lincolnshire Wy	
WESLEY COURT LLC	968668	6539 Lincolnshire Wy	
WESLEY COURT LLC	968668	6514 Lincolnshire Wy	
WESLEY COURT LLC	968668	2609 Bristol Ct	
WESLEY COURT LLC	968668	6506 Lincolnshire Wy	
WESLEY COURT LLC	968668	6568 Lincolnshire Wy	
WESLEY COURT LLC	968668	2601 Bristol Ct	
WESLEY COURT LLC	968668	6536 Lincolnshire Wy	
WESLEY COURT LLC	968668	6533 Lincolnshire Wy	
WESLEY COURT LLC	968668	2610 Bristol Ct	
WESLEY COURT LLC	968668	6528 Lincolnshire Wy	
WESLEY COURT LLC	968668	6538 Lincolnshire Wy	
WESLEY COURT LLC	968668	2702 Charter House Dr	
WESLEY COURT LLC	968668	2717 Charter House Dr	
WESLEY COURT LLC	968668	2706 Charter House Dr	
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WESLEY COURT LLC	968668	2718 Charter House Dr	
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WESLEY COURT LLC	968668	6562 Lincolnshire Wy	
WESLEY COURT LLC	968668	6532 Lincolnshire Wy	
WESLEY COURT LLC	968668	2717 A Antilley Rd	
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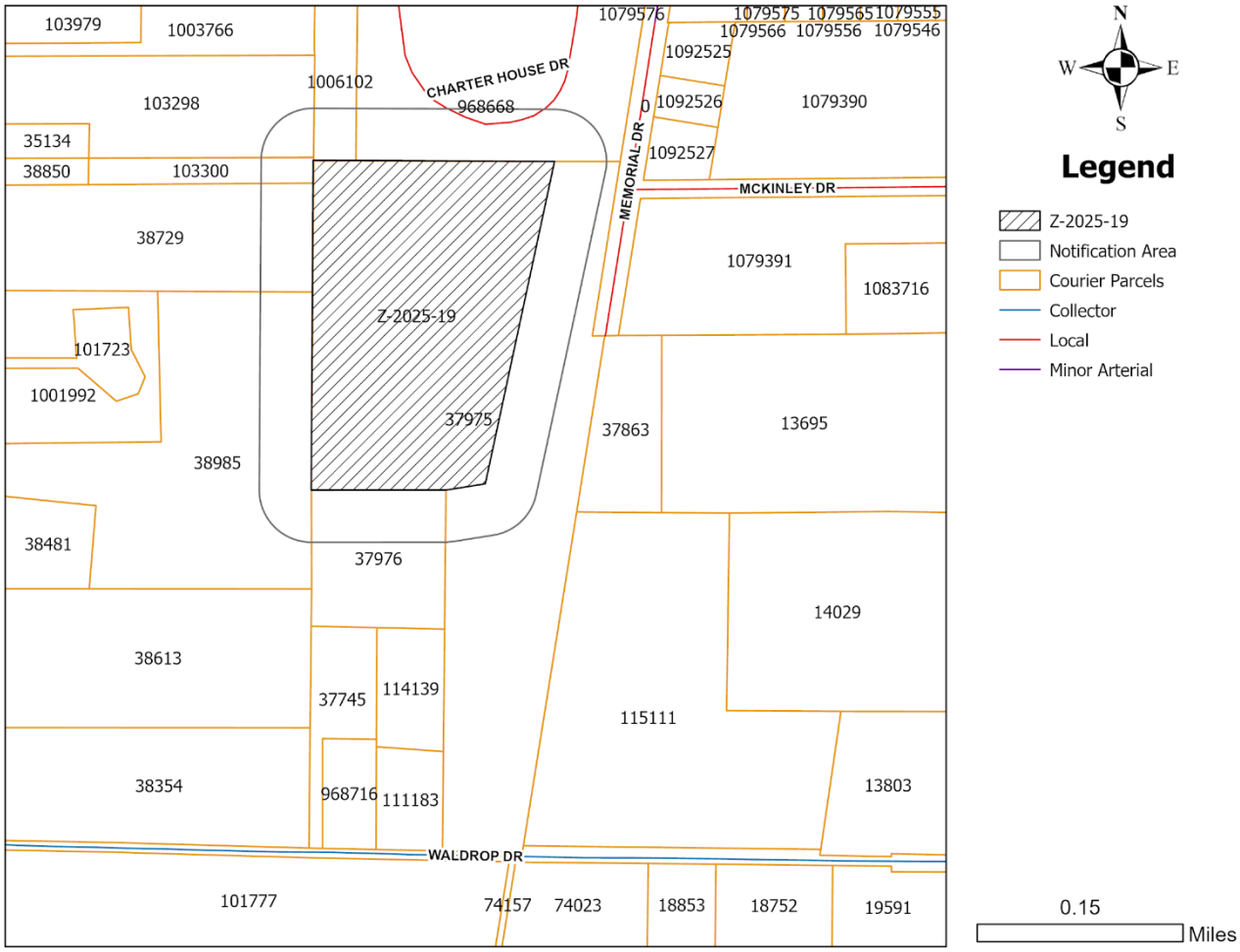
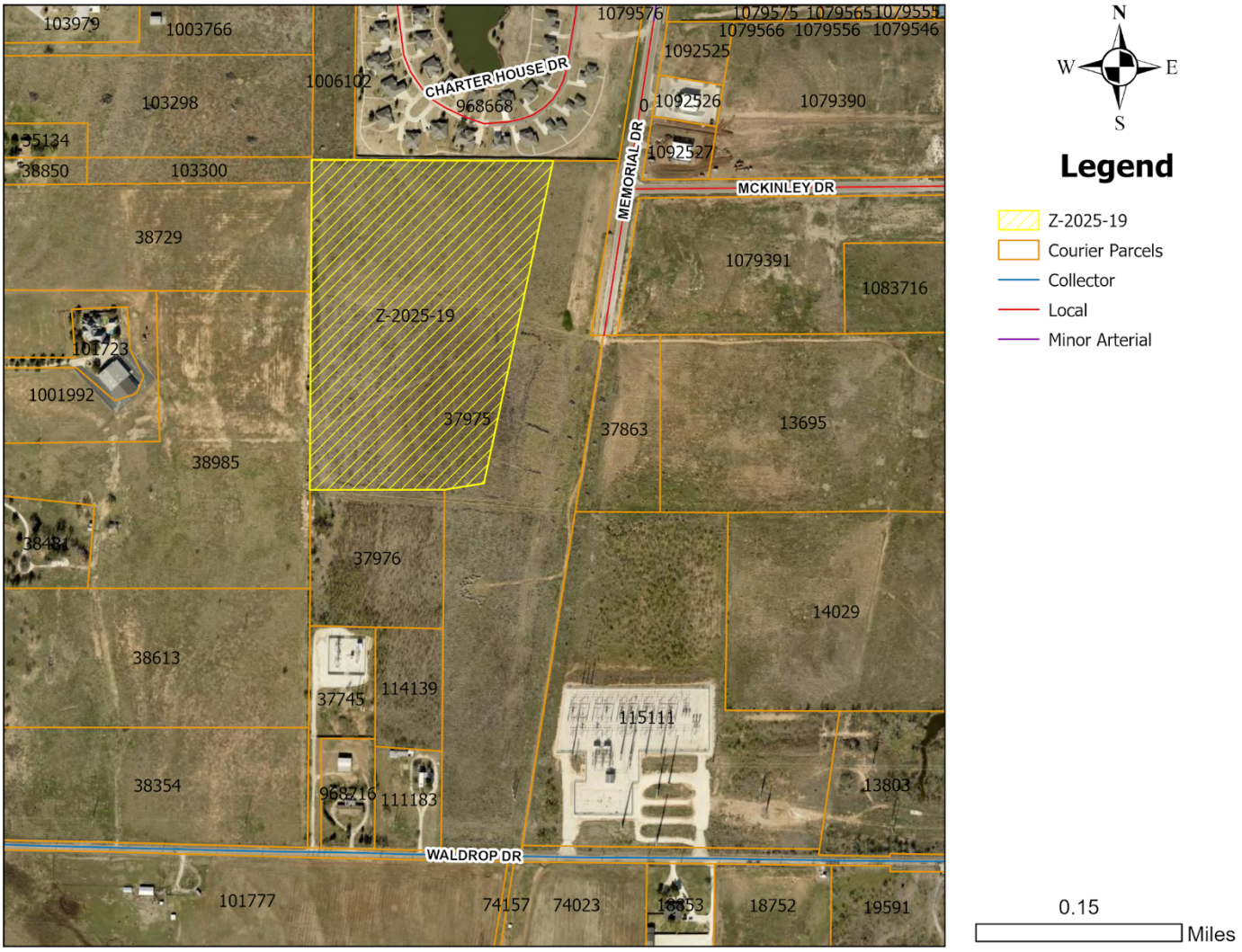
BYRD MIKE	1006102		

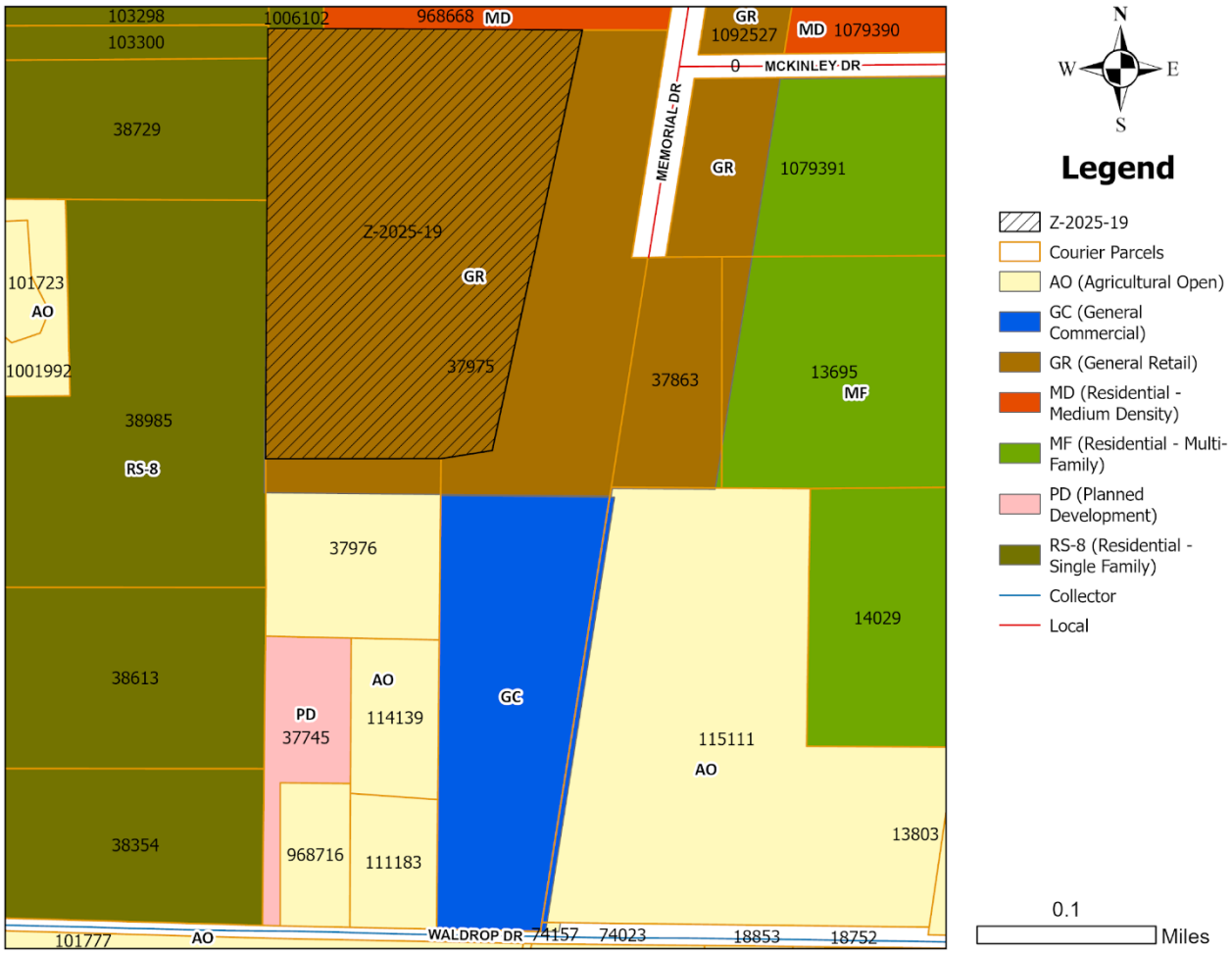
NOTIFICATION MAP



LOCATION MAP



ZONING MAP



Case # Z-2025-19
June 5, 2025

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 a **21.22 acre** zoning tract out of the SW/4 of Section No. 12, Lunatic Asylum Lands, M. Pogue Survey, Abstract No. 831, City of Abilene, Taylor County, Texas, and being out of Lot 7, Alfred and Mary Fasshauer Subdivision of Survey No. 12, Lunatic Asylum Land, as shown per plat recorded in Volume 1, Page 274, Plat Records, Taylor County, Texas, and being out of and a part of the west end of that certain 125.04 acre tract more particularly described in a deed to PB 6950, L.L.C. recorded in Instrument No. 2021-17398, Official Public Records, Plat Records, Taylor County, Texas. Said **21.22 acre** tract being more particularly described as follows:

BEGINNING at a point for the northwest corner of this described tract and said 125.04 acre tract;

THENCE S88°47'43"E, a distance of 162.56 feet along the north line of this described tract and said 125.04 acre tract to a point for an angle corner of this described tract and said 125.04 acre tract;

THENCE S89°35'36"E, a distance of 713.03 feet along the north line of this described tract and said 125.04 acre tract to a point for the northeast corner of this described tract and being the northwest corner of The Denali Addition, Section 2A-2, as shown per plat recoded in Cabinet 5, Slide 169, Plat Records, Taylor County, Texas;

THENCE along the east lines of this described tract and along the west lines of said The Denali Addition, Section 2A-2, the following bearings and distances:

- S09°04'30"W, a distance of 237.29 feet to a point;
- S09°04'06"W, a distance of 70.95 feet to a point;
- S09°04'30"W, a distance of 593.65 feet to a point;
- S09°04'40"W, a distance of 60.67 feet to a point;
- S09°02'25"W, a distance of 412.59 feet to a point for the southeast corner of this described tract and the southwest corner of said The Denali Addition, Section 2A-2;

THENCE S88°04'12"W, a distance of 160.58 along the south line of this described tract and over and across said 125.04 acre tract to a point for an angle corner;

THENCE N89°27'05"W, a distance of 510.63 along the south line of this described tract and a south line of said 125.04 acre tract to a point for the southwest corner of this described tract an said 125.04 acre tract;

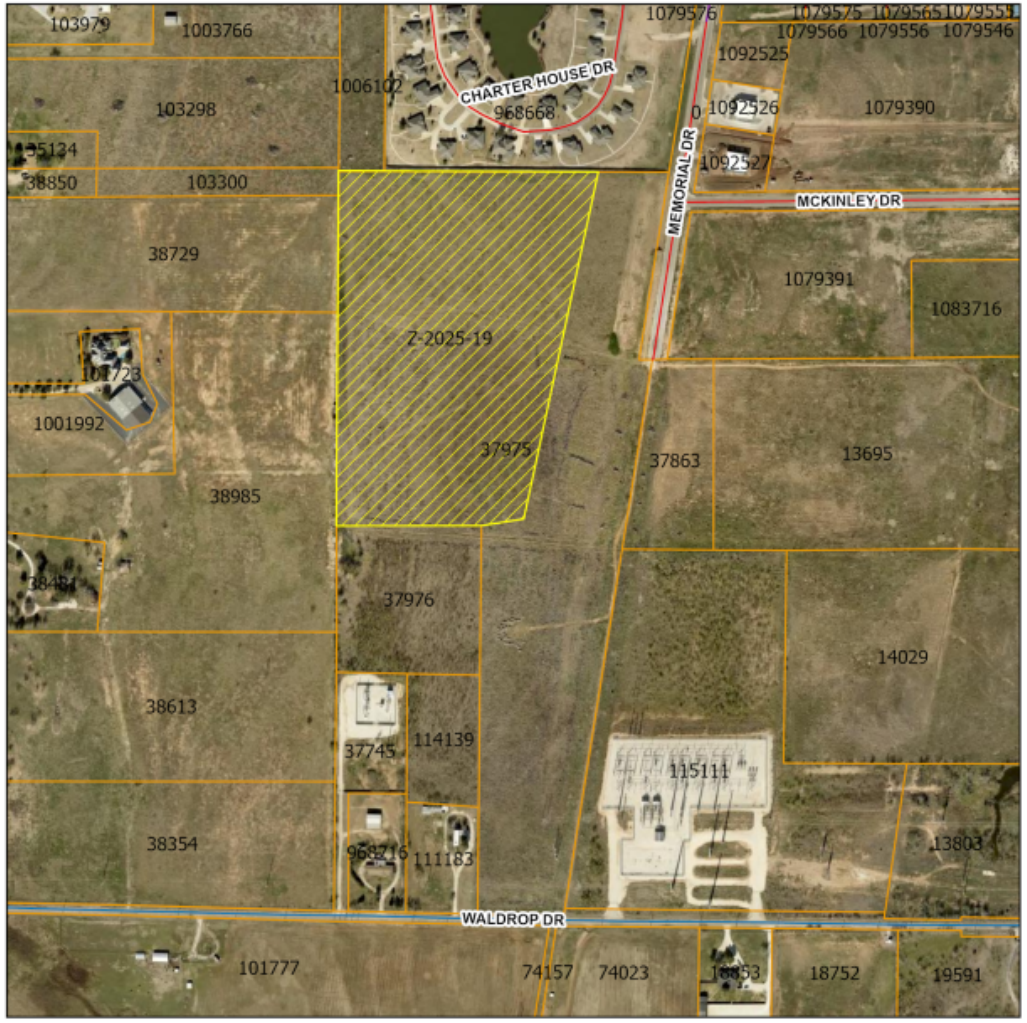
THENCE N00°30’42”E, a distance of 1367.04 feet along the west line of this described tract and said 125.04 acre tract to the **POINT OF BEGINNING** and containing **21.22 acres** of land, more or less.

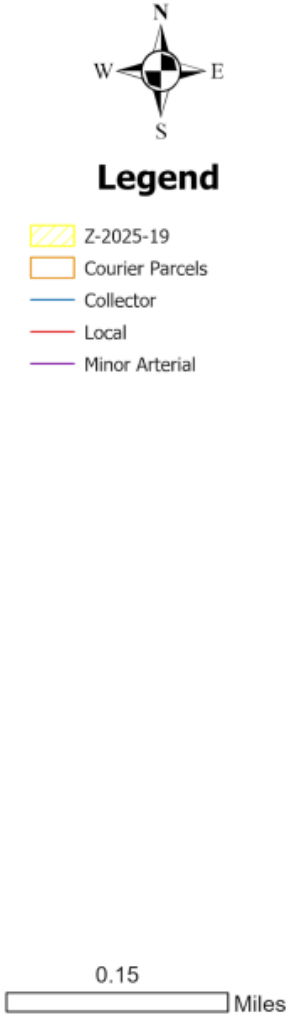
REZONE REQUEST

Case:	Z-2025-19
Agent:	Jacob & Martin
Request:	Change the zoning of approximately 21.22 acres from General Retail (GR) to Multi Family (MF).
Location:	Located along Memorial Drive
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 1, 2025
Council Hearing:	July 24, 2025 August 14, 2025

CITY OF ABILENE TEXAS

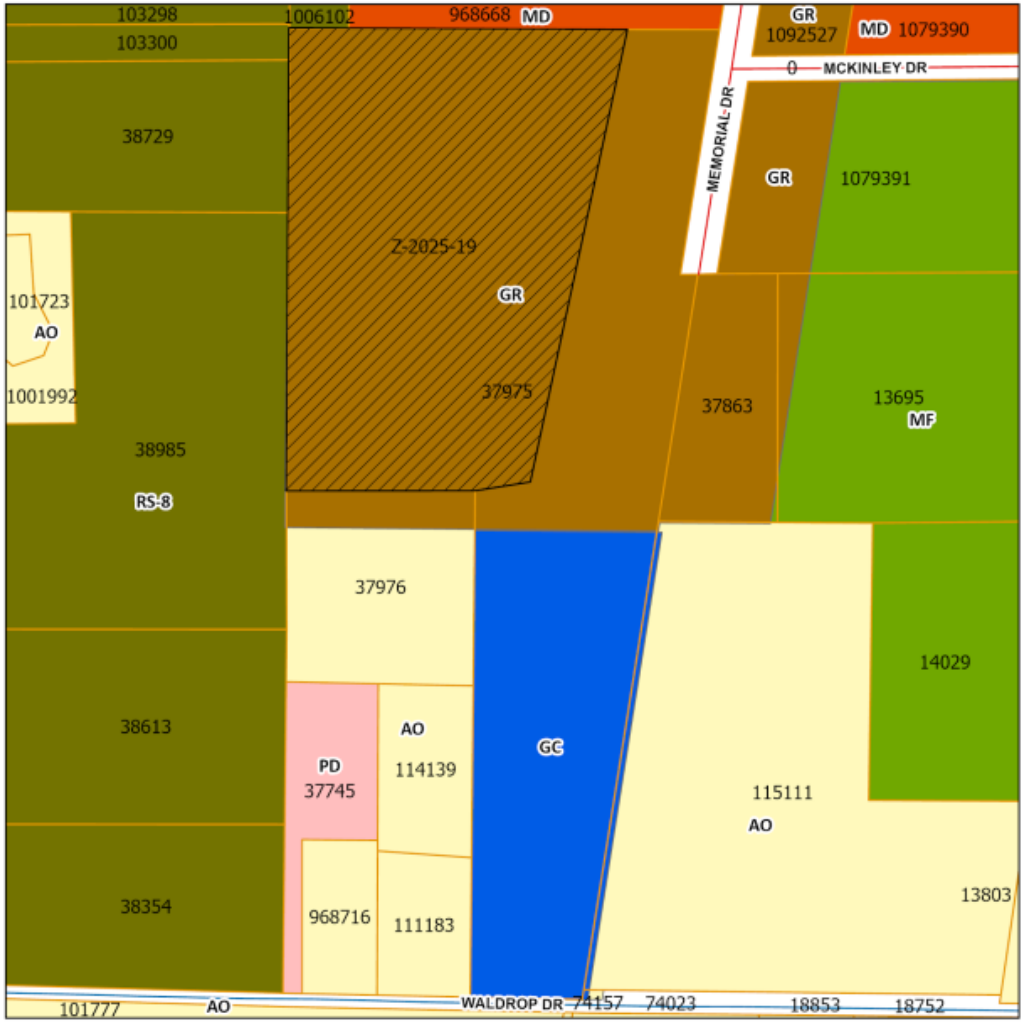
AERIAL LOCATION MAP

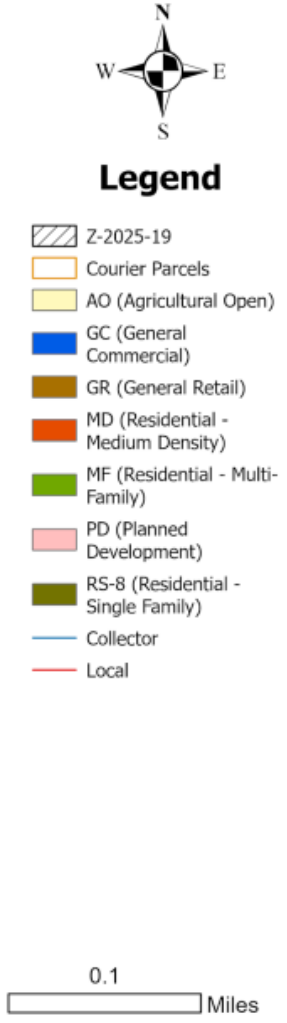




CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

USES IN 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)**
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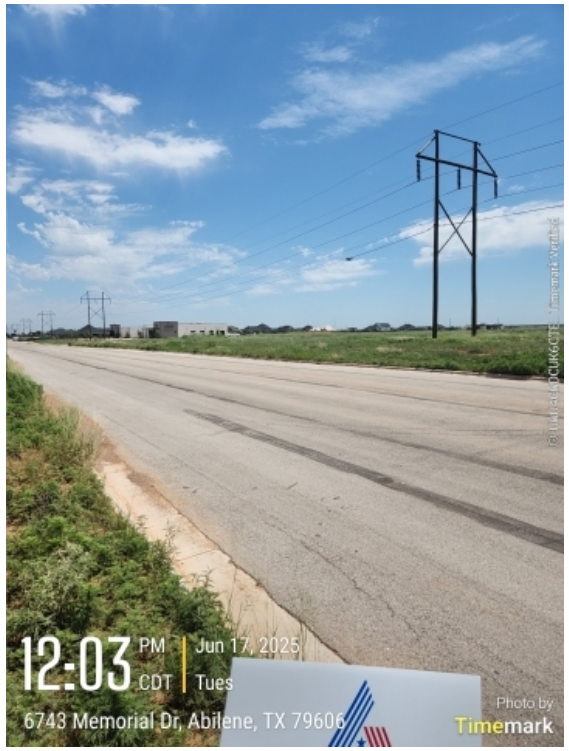
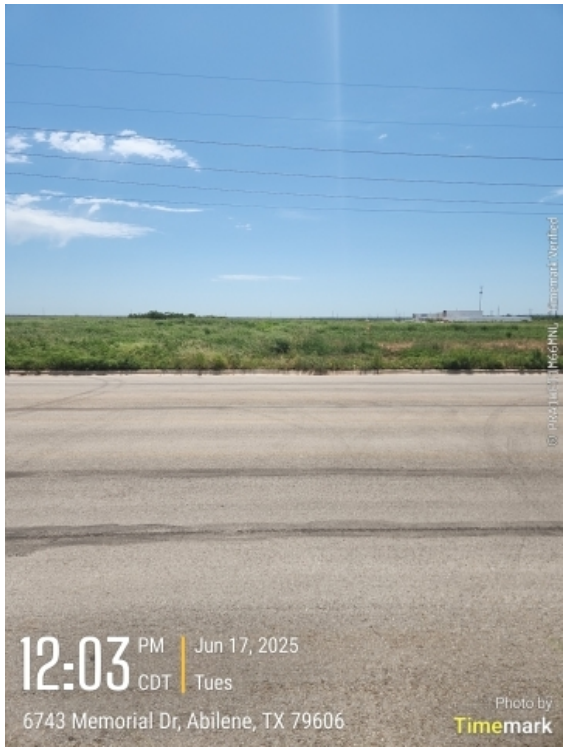
CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

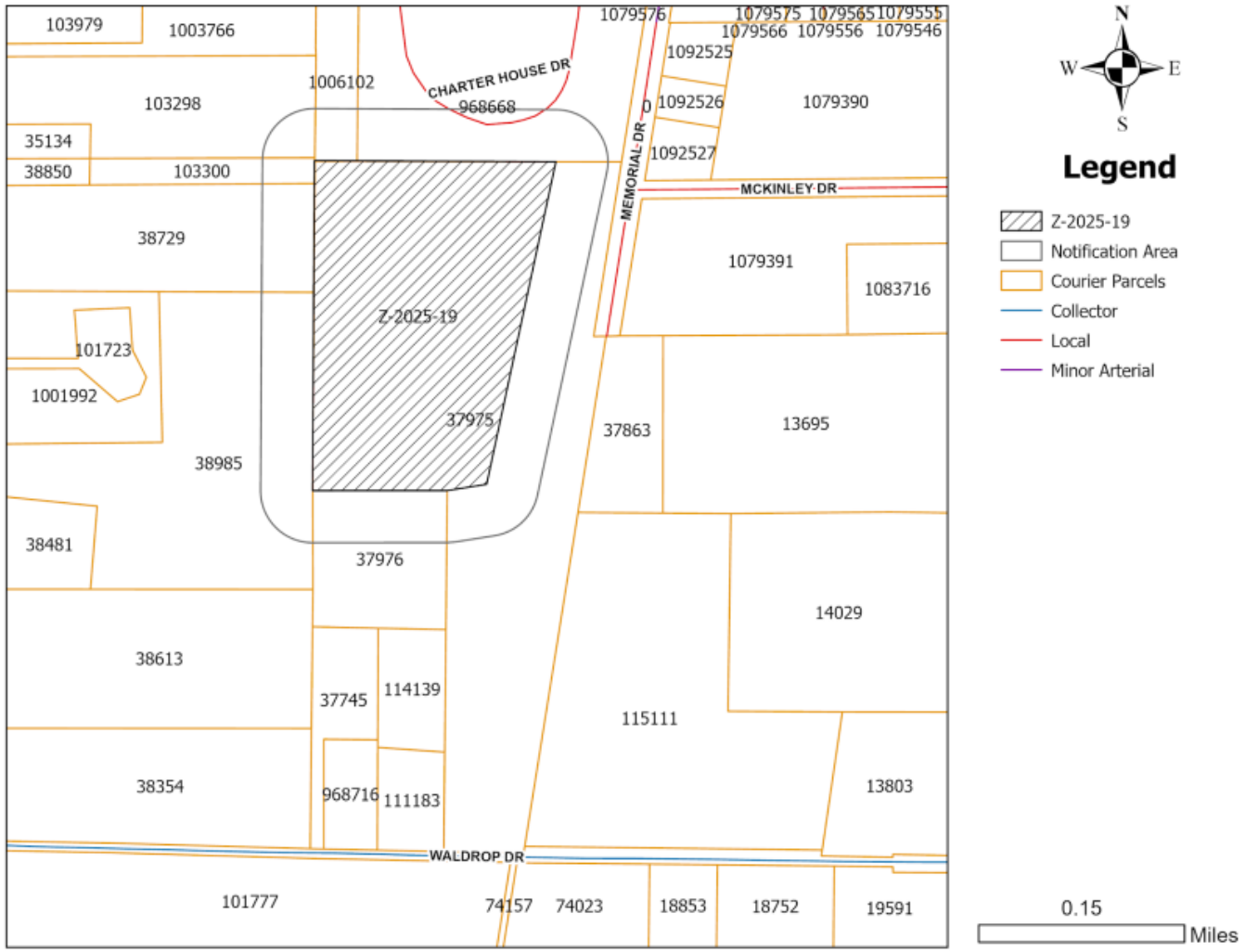
SURROUNDING PROPERTY VIEWS





CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **12. Ordinance (Final Reading) Z-2025-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-181). Specifically, To Amend The Buffer Area Surrounding The Property. Located At 617 F.M. 2404. *(Tim Littlejohn)***

GENERAL INFORMATION

Amend the terms and conditions of PDD-181. Specifically, to modify the buffer on the southwest corner. The proposed buffer amendment is located along Spinks Road on the southwest portion of the most recently added parcels to the Planned Development District.

SPECIAL CONSIDERATIONS

More property was annexed and added to the Planned Development District in April of 2025. The conceptual plan was amended to reflect new buffering requirements along the perimeter of the property.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2025-20 Ordinance
2. Staff Report
3. Buffer Zone Amendment
4. Application Lancium
5. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-181 AND ORDINANCE NO. 25-2023, 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. 25-2023, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 10th day of July, 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 15th day of June, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 24th day of July, 2025, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 24th day of July, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

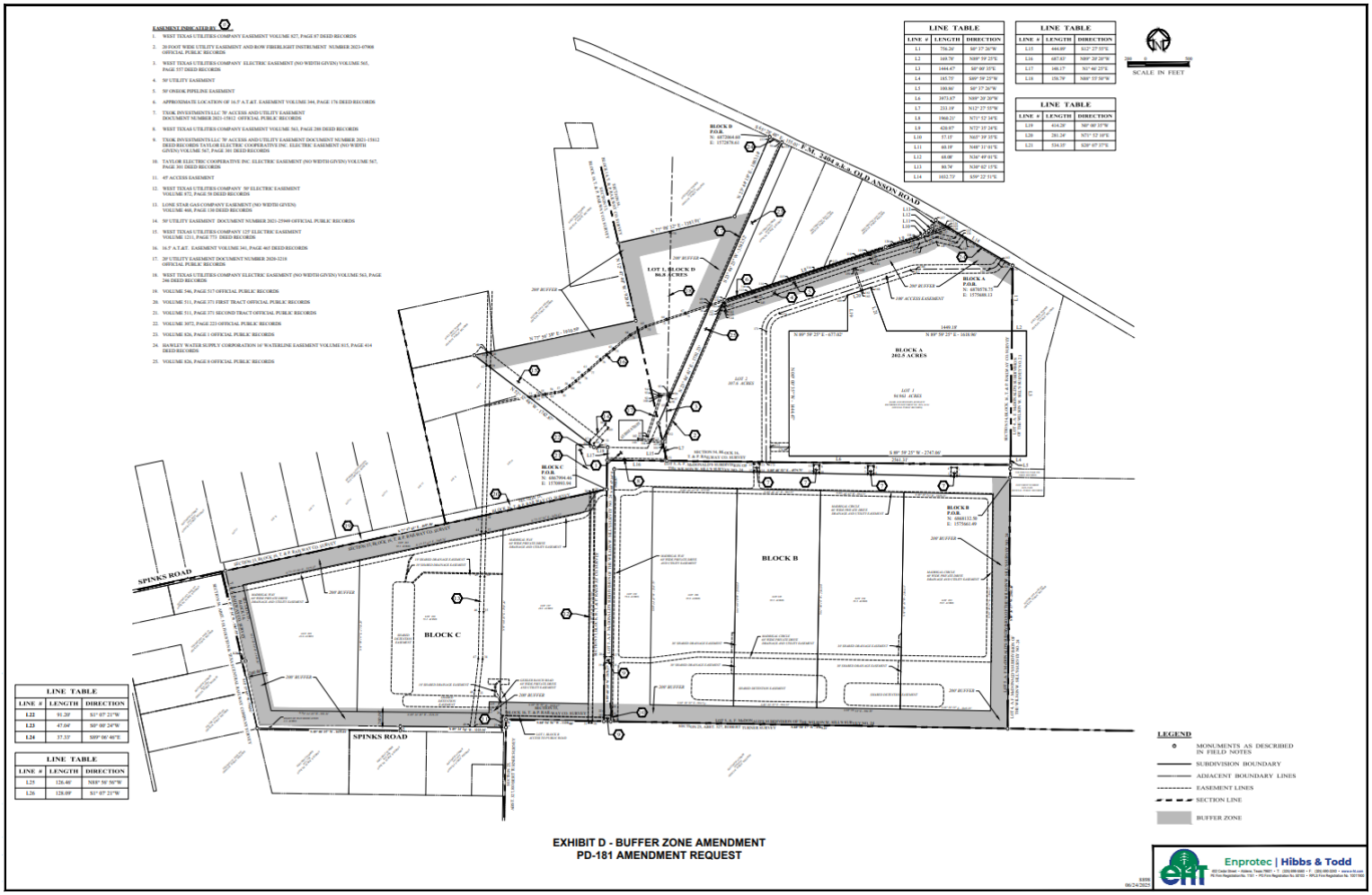
ORDINANCE NO. _____

EXHIBIT A

Request: Amend the terms and conditions of a Planned Development District (PDD-181). Specifically, to replace Exhibit D - the open buffer location.

DELETE: **EXHIBIT D**

ADD: **EXHIBIT E:**



END

ZONING CASE
Z-2025-20
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: July 1, 2025
City Council 1st Reading: July 10, 2025
City Council 2nd Reading: July 24, 2025

Applicant
Owner: Lancium Abilene LLC

Case Manager
Adam Holland – Planner

Request
Amend the terms and conditions of PDD-181. Specifically, to modify the buffer on the southwest corner.

Location
The proposed buffer amendment is located along Spinks Road on the southwest portion of the most recently added parcels to the Planned Development District.

Background
More property was annexed and added to the Planned Development District in April of 2025. The conceptual plan was not amended to reflect new buffering requirements along the perimeter of the property.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	ETJ(No Zoning)	ETJ
East	ETJ(No Zoning)	ETJ
South	AO	Vacant Lots
West	ETJ(No Zoning)	ETJ

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) **Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**
The proposed 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 has been 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.

P&Z Commission Recommendation
The Planning and Zoning Commission recommends **approval.**

Attachments

- PowerPoint Presentation
- Metes & Bounds
- Project Overview
- Ordinance

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 13, 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 Address	PROP_ID	RESPONSE
2G 4D LEGACY LP	142 CR 660	43217	
AEP TEXAS NORTH COMPANY		973980	
AGUIRRE CARLOS & SILVIA ET AL	335 MEADOW VALLEY RD	1063563	
AGUIRRE CARLOS & SILVIA ET AL	295 MEADOW VALLEY RD	1063564	
BAUCUM CHARLES	5613 SPINKS RD	36763	
BUNKLEY GARRY TRUST		47962	
CATON JOSEPH M & MELISSA L	227 MEADOW VALLEY RD	1079643	
CYCHOSZ DENISE M & JOSEPH J	237 LOMA VISTA	70117	
CYCHOSZ JOSEPH & DENISE M		36636	
DAVIS CHERYL ANN		36494	
DONAGHEY CALVIN WAYNE &		43336	
EARLY ROBERT & PAMELA	921 FM 2404	1095328	
GILES KEVANTE J & BRANCH W OLIVIA &	367 MEADOW VALLEY RD	1063326	
KENNEDY REVOCABLE TRUST		67776	
LANCIUM ABILENE LLC		117284	
LANCIUM ABILENE LLC		47960	
LANCIUM ABILENE LLC		1093722	
LANCIUM ABILENE LLC	5502 SPINKS RD	1093721	
LANCIUM ABILENE LLC		1093720	
LANCIUM ABILENE LLC	615 FM 2404	1093719	
LANCIUM ABILENE LLC		1089582	
LANCIUM ABILENE LLC	723 FM 2404	1062111	
LANCIUM ABILENE LLC		1062951	

LANCIUM ABILENE LLC	412 MEADOW VALLEY RD	1083680	
LANCIUM ABILENE LLC	417 MEADOW VALLEY RD	33205	
LANCIUM ABILENE LLC		1061063	
LANCIUM ABILENE LLC	151 LANCIUM WY	1093718	
LANCIUM ABILENE LLC	251 LANCIUM WY	1093718	
LANCIUM ABILENE LLC	351 LANCIUM WY	1093718	
MACIAS JOSE LUIS & PATRICIA A	197 MEADOW VALLEY RD	1079489	
MACIAS JOSE LUIS & PATRICIA A	145 MEADOW VALLEY RD	1079489	
MELCHOR POMPILIO &	393 MEADOW VALLEY RD	1062738	
MENDLER FRED & ARLENE	133 LOMA VISTA	69755	
MENDLER FREDERICK W &	6049 SPINKS RD	69352	
OLD ANSON RESOURCES LLC	815 FM 2404	1062207	
PINE STREET SALVAGE		43093	
PINE STREET SALVAGE		48619	
PINE STREET SALVAGE	150 Y CR 660	48739	
PINE STREET SALVAGE CO		47954	
QUINN KEITH PATRICK		1091661	
RICHARDSON FRANK RAY		70855	
SMITH JUSTIN DARREL &	5501 SPINKS RD	36827	
SMITH STEPHANIE	265 MEADOW VALLEY RD	1063064	
TUCHER CRISTOFOR L & JONNA B		1010474	
TUCHER JOHN M & MARY JANE	5705 SUMMERHILL RD	33072	
WEST TEXAS UTILITIES CO		43815	
WEST TEXAS UTILITIES CO		48087	
WEST TEXAS UTILITIES CO		32676	
WEST TEXAS UTILITIES CO		32811	
WEST TEXAS UTILITIES CO		15281	
WEST TEXAS UTILITIES CO		1086255	
ZUFFELATO GLEN	5992 SPINKS RD	1061731	

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

OWNER	SITUS Address	PROP_ID	RESPONSE
WEST TEXAS UTILITIES CO		15281	
WEST TEXAS UTILITIES CO		32676	
WEST TEXAS UTILITIES CO		32811	
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LANCIUM ABILENE LLC	417 MEADOW VALLEY RD	33205	
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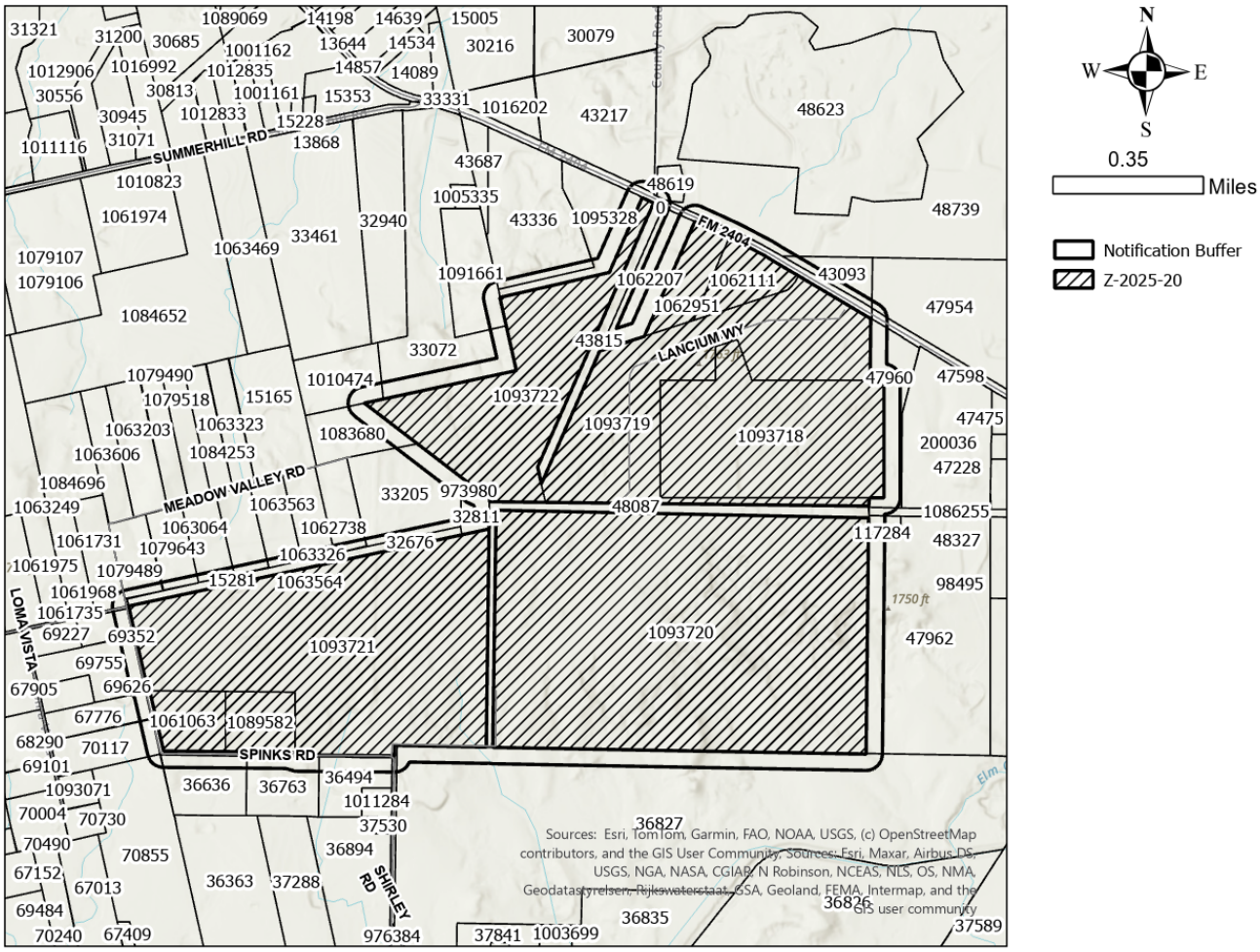
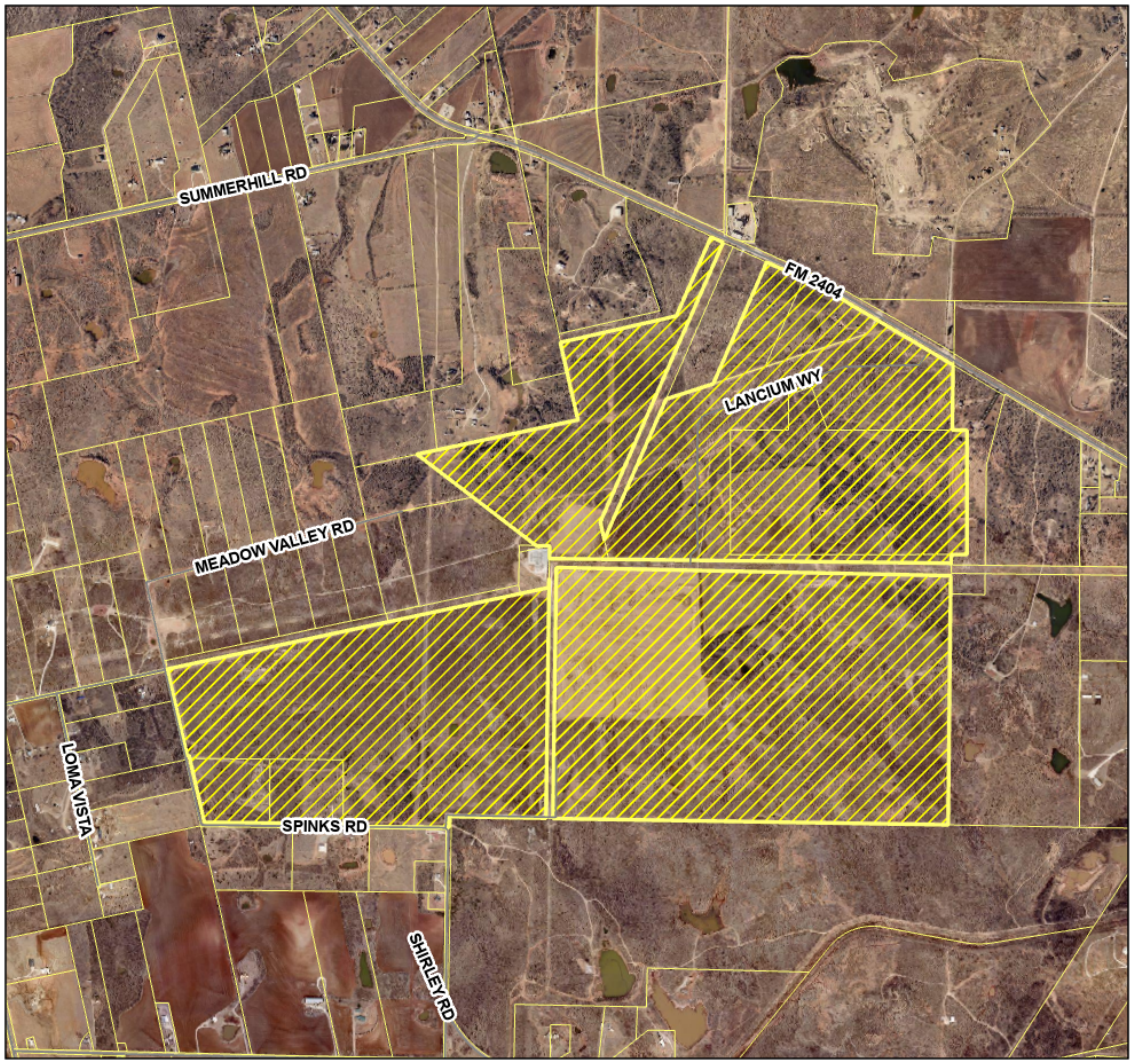
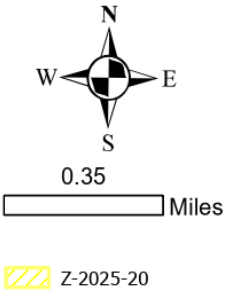
LANCIUM ABILENE LLC		1093720	
LANCIUM ABILENE LLC	5502 SPINKS RD	1093721	
LANCIUM ABILENE LLC		1093722	
EARLY ROBERT & PAMELA	921 FM 2404	1095328	

NOTIFICATION MAP

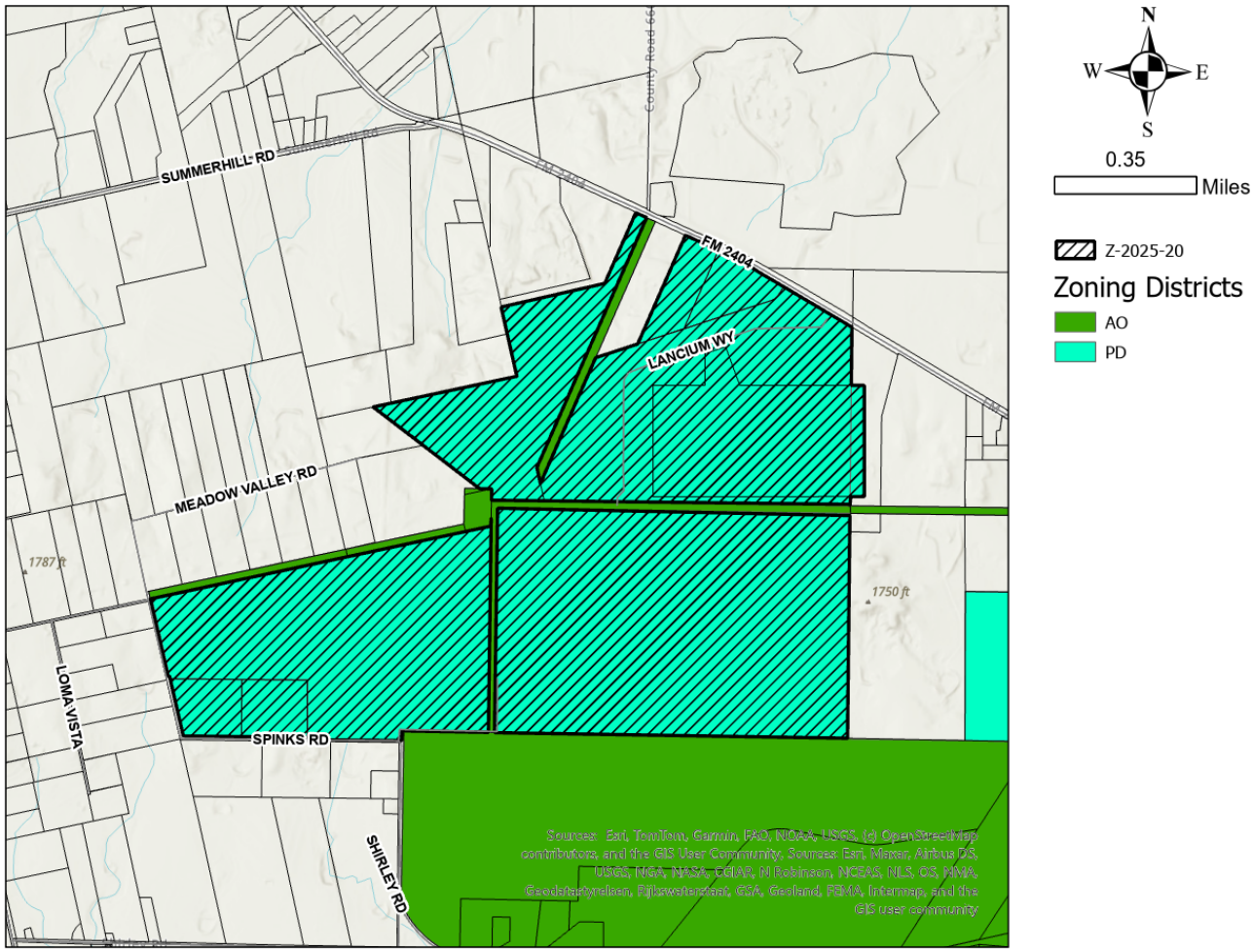


LOCATION MAP





ZONING MAP


SUMMERHILL RD
FM 2404
LANCIUM WY
MEADOW VALLEY RD
1787 ft
1750 ft
LOMA VISTA
SPINKS RD
SHIRLEY RD
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community
N
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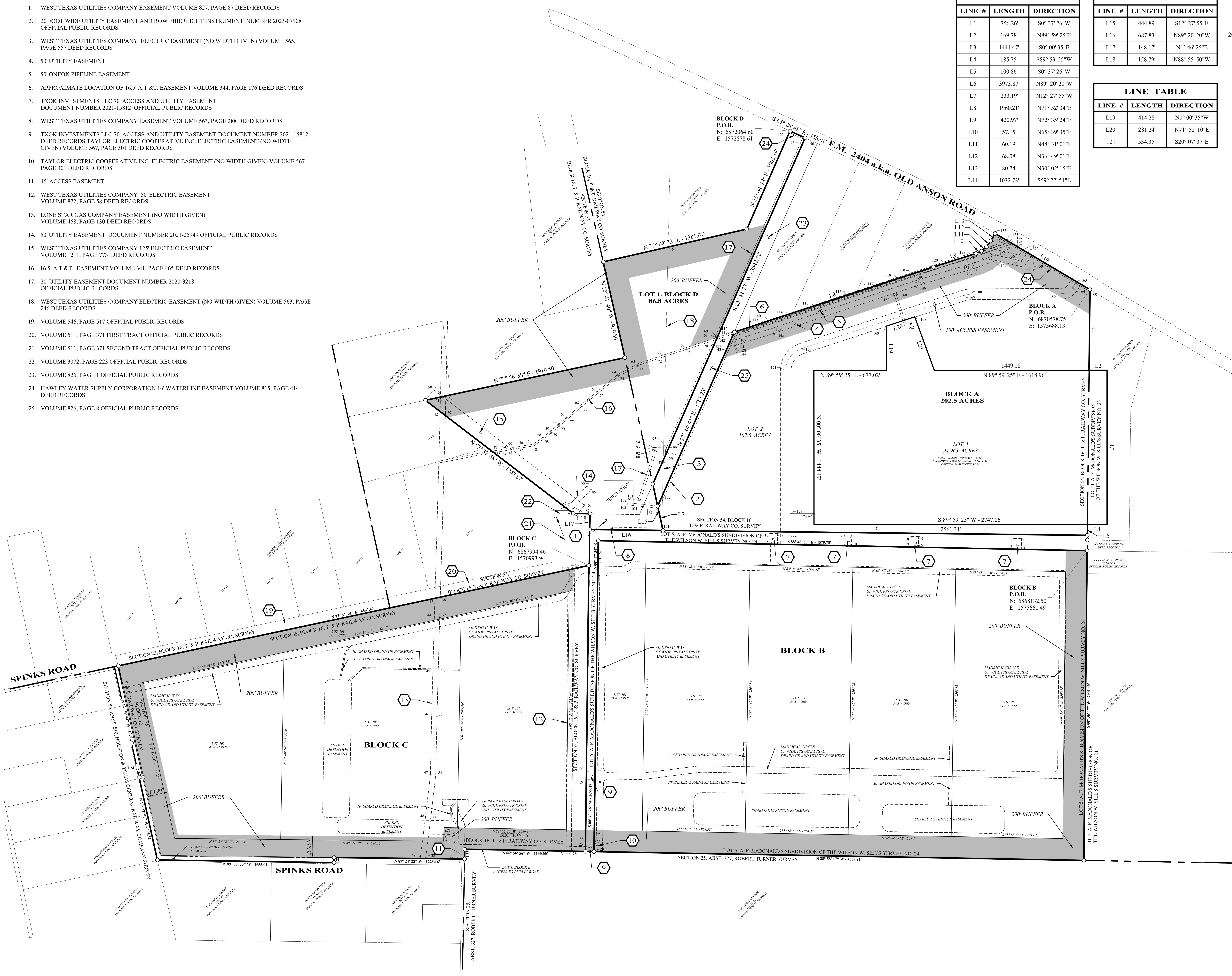
0.35
Miles
Z-2025-20
Zoning Districts
AO
PD

EASEMENT INDICATED BY ⟨#⟩.

1. WEST TEXAS UTILITIES COMPANY EASEMENT VOLUME 827, PAGE 87 DEED RECORDS
2. 20 FOOT WIDE UTILITY EASEMENT AND ROW FIBERLIGHT INSTRUMENT NUMBER 2023-07908 OFFICIAL PUBLIC RECORDS
3. WEST TEXAS UTILITIES COMPANY ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 565, PAGE 557 DEED RECORDS
4. 50' UTILITY EASEMENT
5. 50' ONEOK PIPELINE EASEMENT
6. APPROXIMATE LOCATION OF 16.5' A.T.&T. EASEMENT VOLUME 344, PAGE 176 DEED RECORDS
7. TXOK INVESTMENTS LLC 70' ACCESS AND UTILITY EASEMENT DOCUMENT NUMBER 2021-15812 OFFICIAL PUBLIC RECORDS
8. WEST TEXAS UTILITIES COMPANY EASEMENT VOLUME 563, PAGE 288 DEED RECORDS
9. TXOK INVESTMENTS LLC 70' ACCESS AND UTILITY EASEMENT DOCUMENT NUMBER 2021-15812 DEED RECORDS TAYLOR ELECTRIC COOPERATIVE INC. ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 567, PAGE 301 DEED RECORDS
10. TAYLOR ELECTRIC COOPERATIVE INC. ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 567, PAGE 301 DEED RECORDS
11. 45' ACCESS EASEMENT
12. WEST TEXAS UTILITIES COMPANY 50' ELECTRIC EASEMENT VOLUME 872, PAGE 58 DEED RECORDS
13. LONE STAR GAS COMPANY EASEMENT (NO WIDTH GIVEN) VOLUME 468, PAGE 130 DEED RECORDS
14. 50' UTILITY EASEMENT DOCUMENT NUMBER 2021-25949 OFFICIAL PUBLIC RECORDS
15. WEST TEXAS UTILITIES COMPANY 125' ELECTRIC EASEMENT VOLUME 1211, PAGE 773 DEED RECORDS
16. 16.5' A.T.&T. EASEMENT VOLUME 341, PAGE 465 DEED RECORDS
17. 20' UTILITY EASEMENT DOCUMENT NUMBER 2020-3218 OFFICIAL PUBLIC RECORDS
18. WEST TEXAS UTILITIES COMPANY ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 563, PAGE 246 DEED RECORDS
19. VOLUME 546, PAGE 517 OFFICIAL PUBLIC RECORDS
20. VOLUME 511, PAGE 371 FIRST TRACT OFFICIAL PUBLIC RECORDS
21. VOLUME 511, PAGE 371 SECOND TRACT OFFICIAL PUBLIC RECORDS
22. VOLUME 3072, PAGE 223 OFFICIAL PUBLIC RECORDS
23. VOLUME 826, PAGE 1 OFFICIAL PUBLIC RECORDS
24. HAWLEY WATER SUPPLY CORPORATION 16' WATERLINE EASEMENT VOLUME 815, PAGE 414 DEED RECORDS
25. VOLUME 826, PAGE 8 OFFICIAL PUBLIC RECORDS



LINE #	LENGTH	DIRECTION
L1	756.26'	S0° 37' 26"W
L2	169.78'	N89° 59' 25"E
L3	1444.47'	S0° 00' 35"E
L4	185.75'	S89° 59' 25"W
L5	100.86'	S0° 37' 26"W
L6	3973.87'	N89° 20' 20"W
L7	233.19'	N12° 27' 55"W
L8	1960.21'	N71° 52' 34"E
L9	420.97'	N72° 35' 24"E
L10	57.15'	N65° 39' 35"E
L11	60.19'	N48° 31' 01"E
L12	68.08'	N36° 49' 01"E
L13	80.74'	N30° 02' 15"E
L14	1032.73'	S59° 22' 51"E

LINE #	LENGTH	DIRECTION
L15	444.89'	S12° 27' 55"E
L16	687.83'	N89° 20' 20"W
L17	148.17'	N1° 46' 25"E
L18	158.79'	N88° 55' 50"W

LINE #	LENGTH	DIRECTION
L19	414.28'	N0° 00' 35"W
L20	281.24'	N71° 52' 10"E
L21	534.35'	S20° 07' 37"E

SCALE IN FEET (200 0 500)

LINE #	LENGTH	DIRECTION
L22	91.20'	S1° 07' 21"W
L23	47.04'	S0° 00' 24"W
L24	37.33'	S89° 06' 46"E

LINE #	LENGTH	DIRECTION
L25	126.46'	N88° 56' 56"W
L26	128.09'	S1° 07' 21"W

P:\Projects\Private Developers\2024 Projects\8875 - Lancium (Project Ludicrous-Plat)\10. CAD\6. BNDY EXHIBITS & PLATS\8875 - BUFFER ZONE EXHIBIT.dwg

LEGEND

- ○ MONUMENTS AS DESCRIBED IN FIELD NOTES
- SUBDIVISION BOUNDARY
- ADJACENT BOUNDARY LINES
- EASEMENT LINES
- SECTION LINE
- BUFFER ZONE

EXHIBIT D - BUFFER ZONE AMENDMENT
PD-181 AMENDMENT REQUEST

8898
06/24/2025

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

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: Lancium Abilene, LLC

Address: 5502 Spinks Road, Abilene, Texas Number of Lots: 5 Parcels Acreage: 815.86 AC

Legal Description: Lots 1-2, Block A; Lots 101 & 103-106, Block B; Lots 101 & 107-109, Block C

Subdivision Name: Lancium Subdivision Block: Blocks A - C Lot: Refer to Legal Desc.

Current Zoning: PDD - 181 Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Lancium Abilene, LLC

Address: 9002 Six Pines Drive, Suite 134

City, State, Zip: Shenandoah, Texas 77380 Fax:

Phone: 832-407-2288 Email: espen.johansen@lancium.com

Agent Name: Enprotec / Hibbs & Todd, Inc (BJ Prichard)

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas 79601 Fax: 325-691-3240

Phone: 325-698-5560 Email: bj.prichard@e-ht.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: 6/9/2025

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	X 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

Zoning Case Z-2025-07 (for 5614 Spinks Road) resulted in the addition of 31.00 acres of land into Parcel 3 of the original concept plan for PDD-181. Applicant is requesting this additional amendment to the PDD-181 Ordinance in order to specifically re-route of the "Buffer Zone" noted on Exhibit D around the recently incorporated 31-acres. Please refer to "Exhibit D - Buffer Zone Amendment" attached for reference.

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. The proposed amendment is consistant with the current provisions of PDD-181.

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 proposed amendment is consistant with the current provisions of PDD-181.

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?

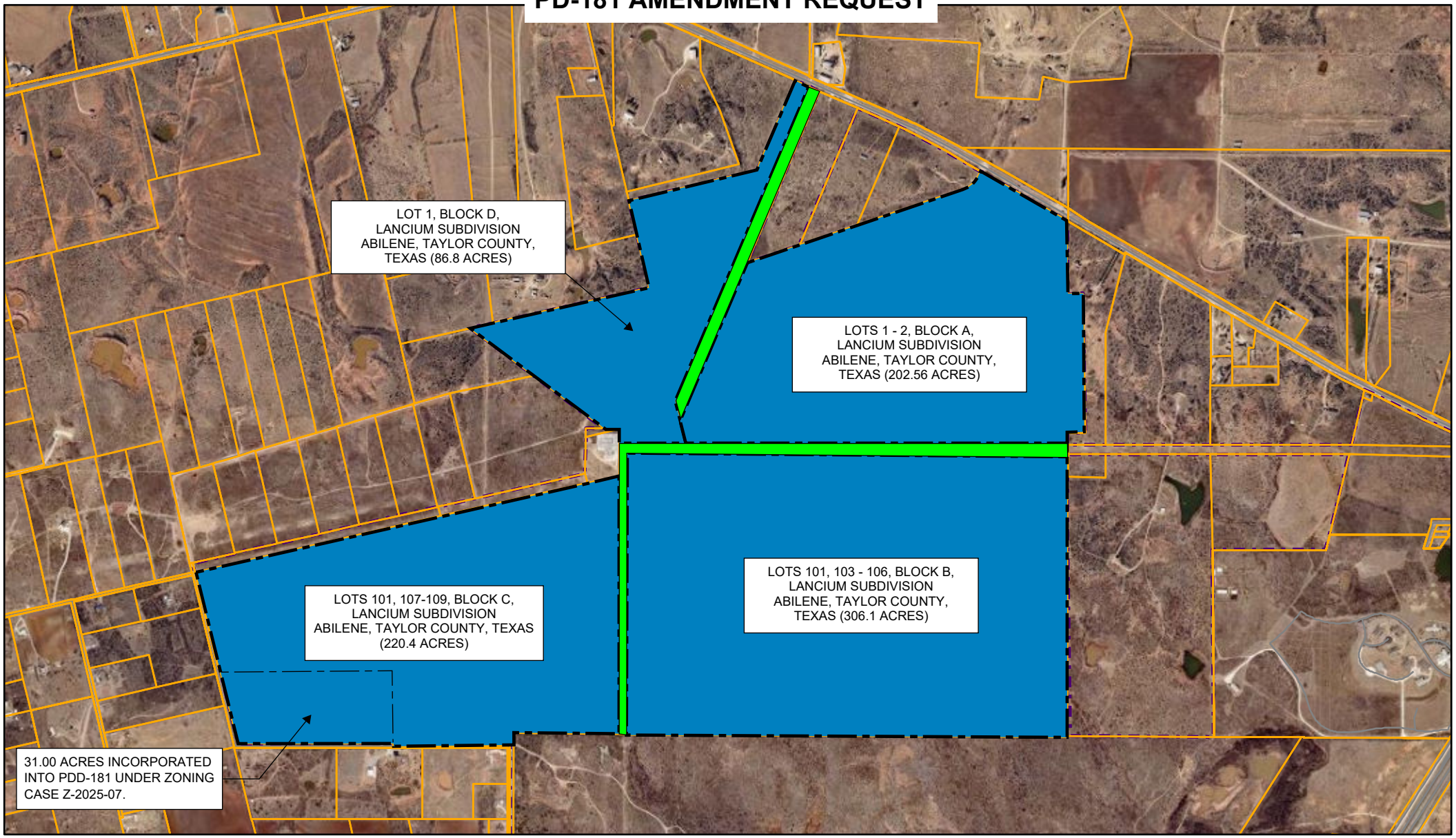
Yes. The proposed amendment is consistant with the current provisions of PDD-181.

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)

EXHIBIT A
PD-181 AMENDMENT REQUEST



Courier Parcels

Road Centerlines

Municipal Boundaries

LEGEND

PD - 181

AGRICULTURAL OPEN (AO) ZONES

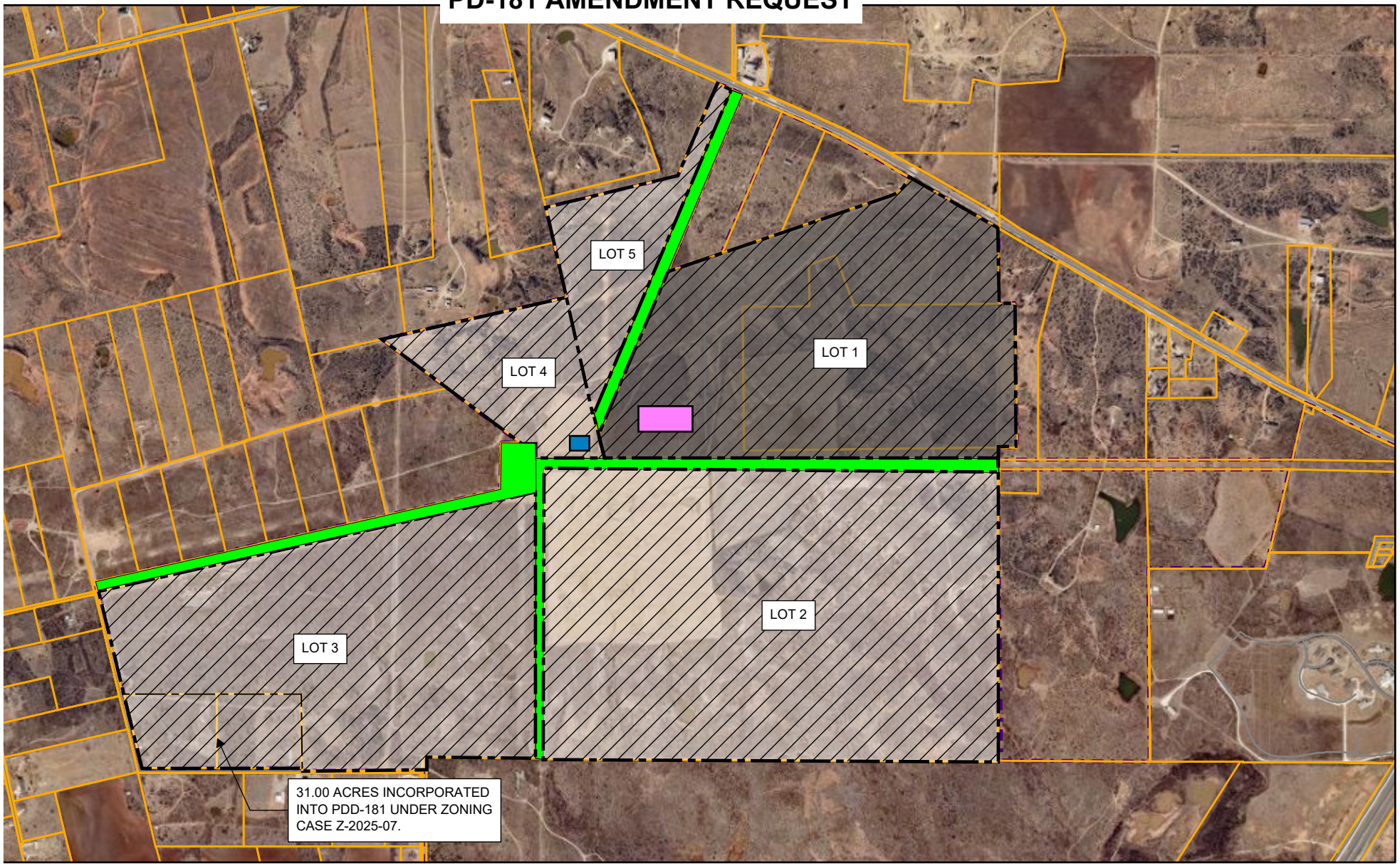
1:19,595

0 0.13 0.25 0.5 mi

0 0.23 0.45 0.9 km

ArcGIS Web Appbuilder

EXHIBIT B
PD-181 AMENDMENT REQUEST



Courier Parcels

Road Centerlines

Municipal Boundaries

LEGEND

Z-2023-09

HEAVY INDUSTRIAL USE

NOT INCLUDED IN PDD-181, TO REMAIN AO

SUBSTATION

200 MW

1,000 MW

1:19,595

0 0.13 0.25 0.5 mi

0 0.23 0.45 0.9 km

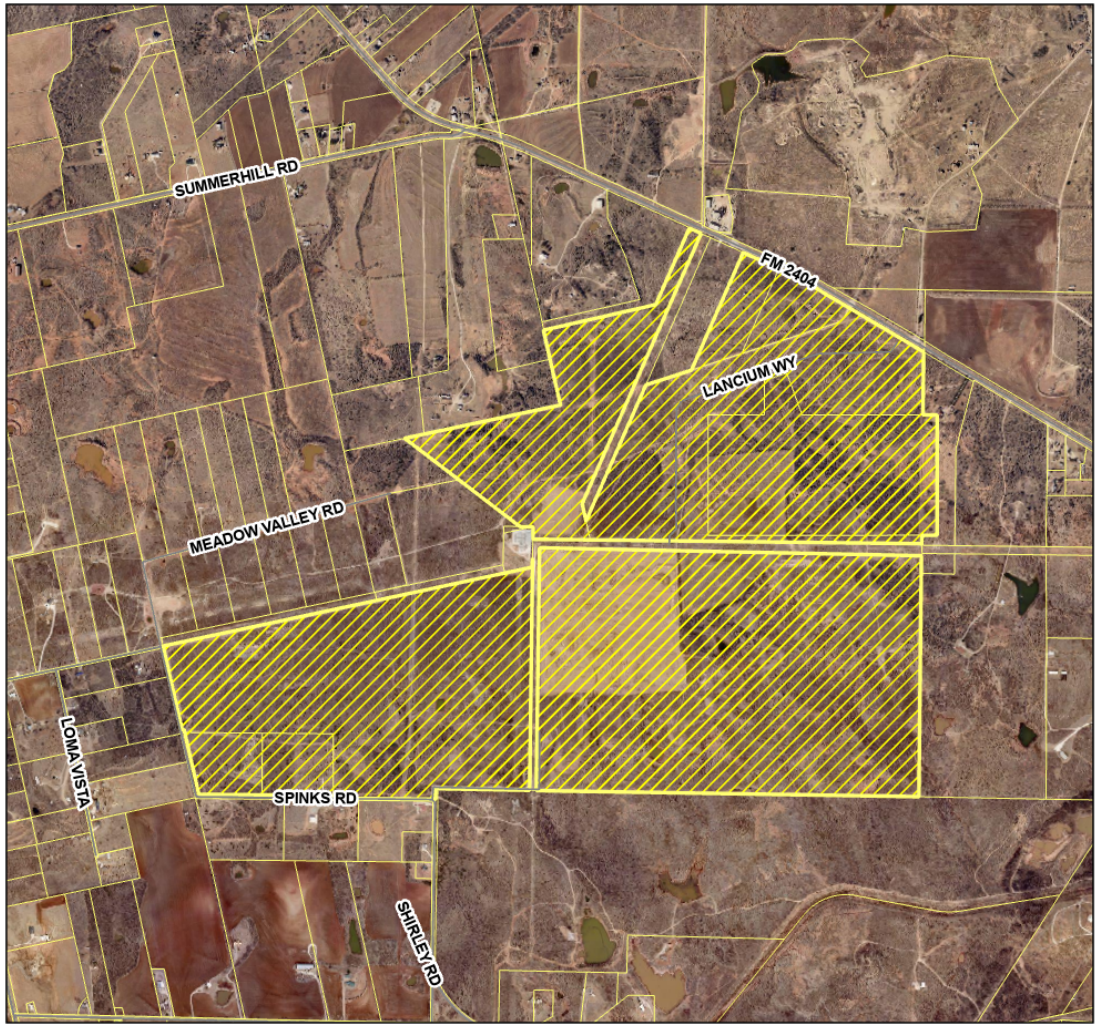
ArcGIS Web Appbuilder

REZONE REQUEST

Case:	Z-2025-20
Owner:	Lancium Abilene LLC
Request:	Amend the terms of PDD-181, more specifically the location of the buffer area.
Location:	Located along Spinks Road
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 1, 2025
Council Hearing:	July 10, 2025
	July 24, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



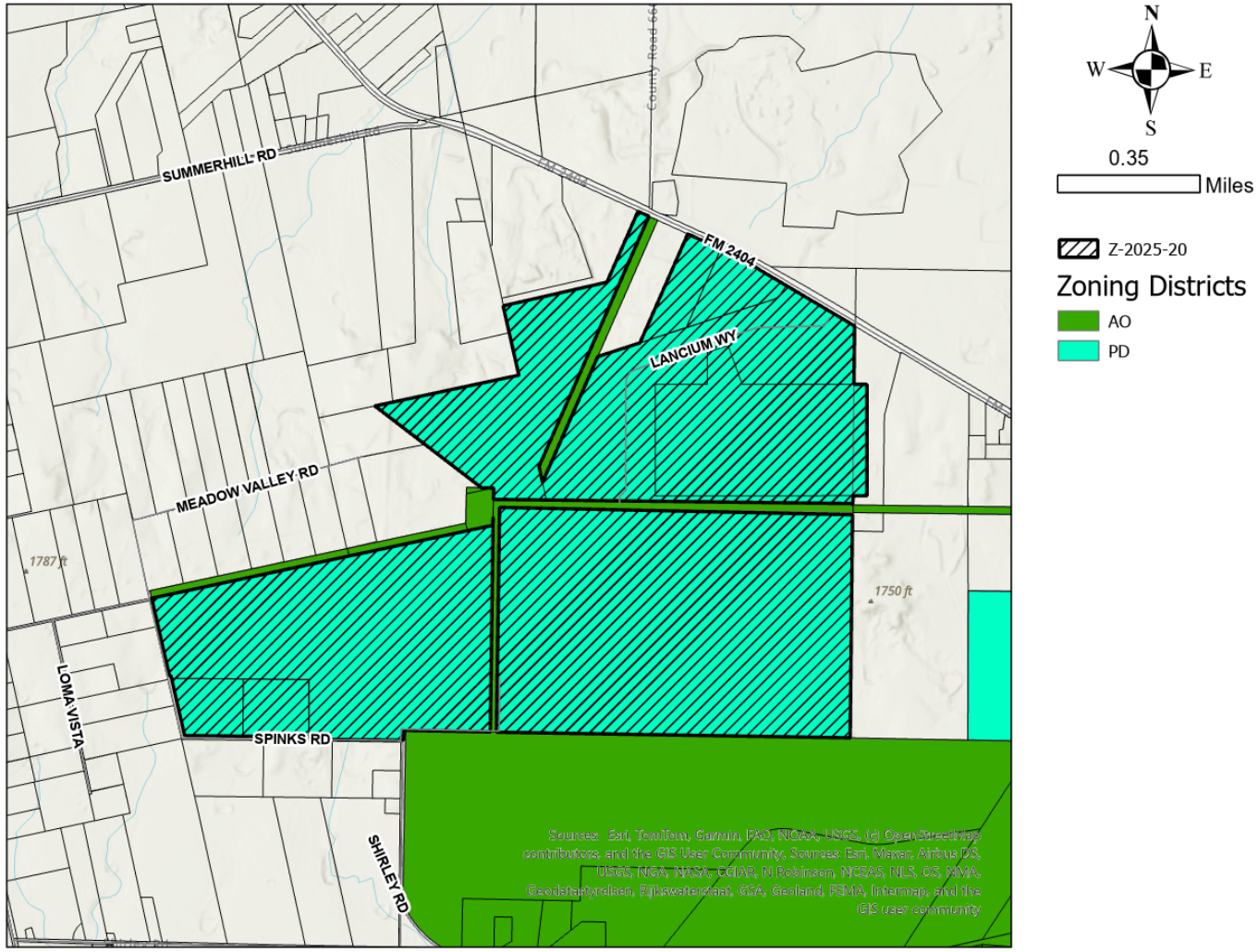
N
W E
S

0.35 Miles

Z-2025-20

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

0.35 Miles

Z-2025-20

Zoning Districts

AO

PD

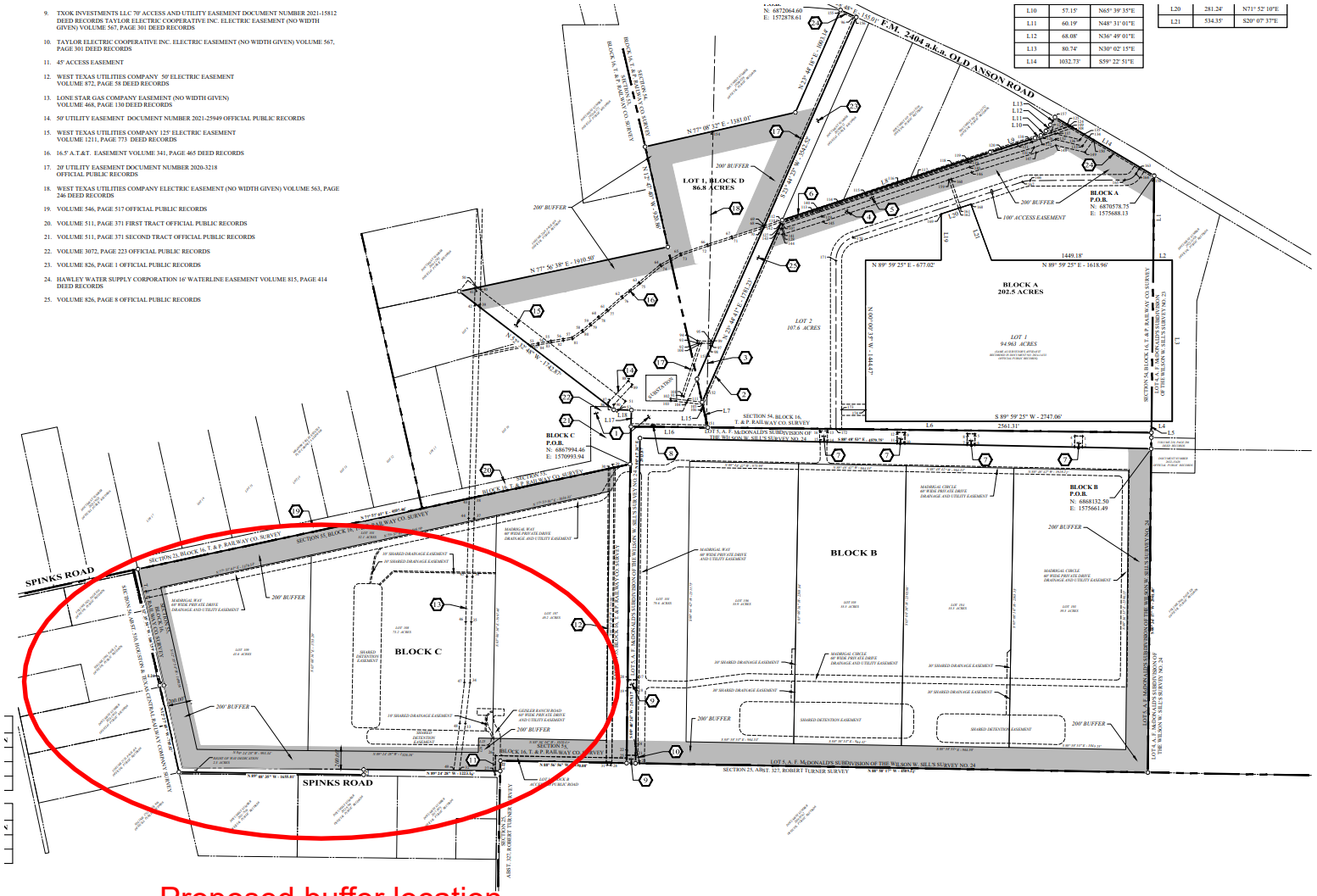
CITY OF ABILENE TEXAS

CONCEPTUAL PLAN

9. TXOK INVESTMENTS LLC 70' ACCESS AND UTILITY EASEMENT DOCUMENT NUMBER 2021-15812 DEED RECORDS TAYLOR ELECTRIC COOPERATIVE INC. ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 567, PAGE 301 DEED RECORDS
10. TAYLOR ELECTRIC COOPERATIVE INC. ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 567, PAGE 301 DEED RECORDS
11. 45' ACCESS EASEMENT
12. WEST TEXAS UTILITIES COMPANY 50' ELECTRIC EASEMENT VOLUME 872, PAGE 58 DEED RECORDS
13. LONE STAR GAS COMPANY EASEMENT (NO WIDTH GIVEN) VOLUME 468, PAGE 130 DEED RECORDS
14. 50' UTILITY EASEMENT DOCUMENT NUMBER 2021-25949 OFFICIAL PUBLIC RECORDS
15. WEST TEXAS UTILITIES COMPANY 125' ELECTRIC EASEMENT VOLUME 1211, PAGE 773 DEED RECORDS
16. 16.5' A.T.&T. EASEMENT VOLUME 341, PAGE 465 DEED RECORDS
17. 20' UTILITY EASEMENT DOCUMENT NUMBER 2020-3218 OFFICIAL PUBLIC RECORDS
18. WEST TEXAS UTILITIES COMPANY ELECTRIC EASEMENT (NO WIDTH GIVEN) VOLUME 563, PAGE 246 DEED RECORDS
19. VOLUME 546, PAGE 517 OFFICIAL PUBLIC RECORDS
20. VOLUME 511, PAGE 371 FIRST TRACT OFFICIAL PUBLIC RECORDS
21. VOLUME 511, PAGE 371 SECOND TRACT OFFICIAL PUBLIC RECORDS
22. VOLUME 3072, PAGE 223 OFFICIAL PUBLIC RECORDS
23. VOLUME 826, PAGE 1 OFFICIAL PUBLIC RECORDS
24. HAWLEY WATER SUPPLY CORPORATION 16' WATERLINE EASEMENT VOLUME 815, PAGE 414 DEED RECORDS
25. VOLUME 826, PAGE 8 OFFICIAL PUBLIC RECORDS

L10	57.15'	N65° 39' 35"E
L11	60.19'	N48° 31' 01"E
L12	68.08'	N36° 49' 01"E
L13	80.74'	N30° 02' 15"E
L14	1032.73'	S59° 22' 51"E

L20	281.24'	N71° 52' 10"E
L21	534.35'	S20° 07' 37"E



Proposed buffer location

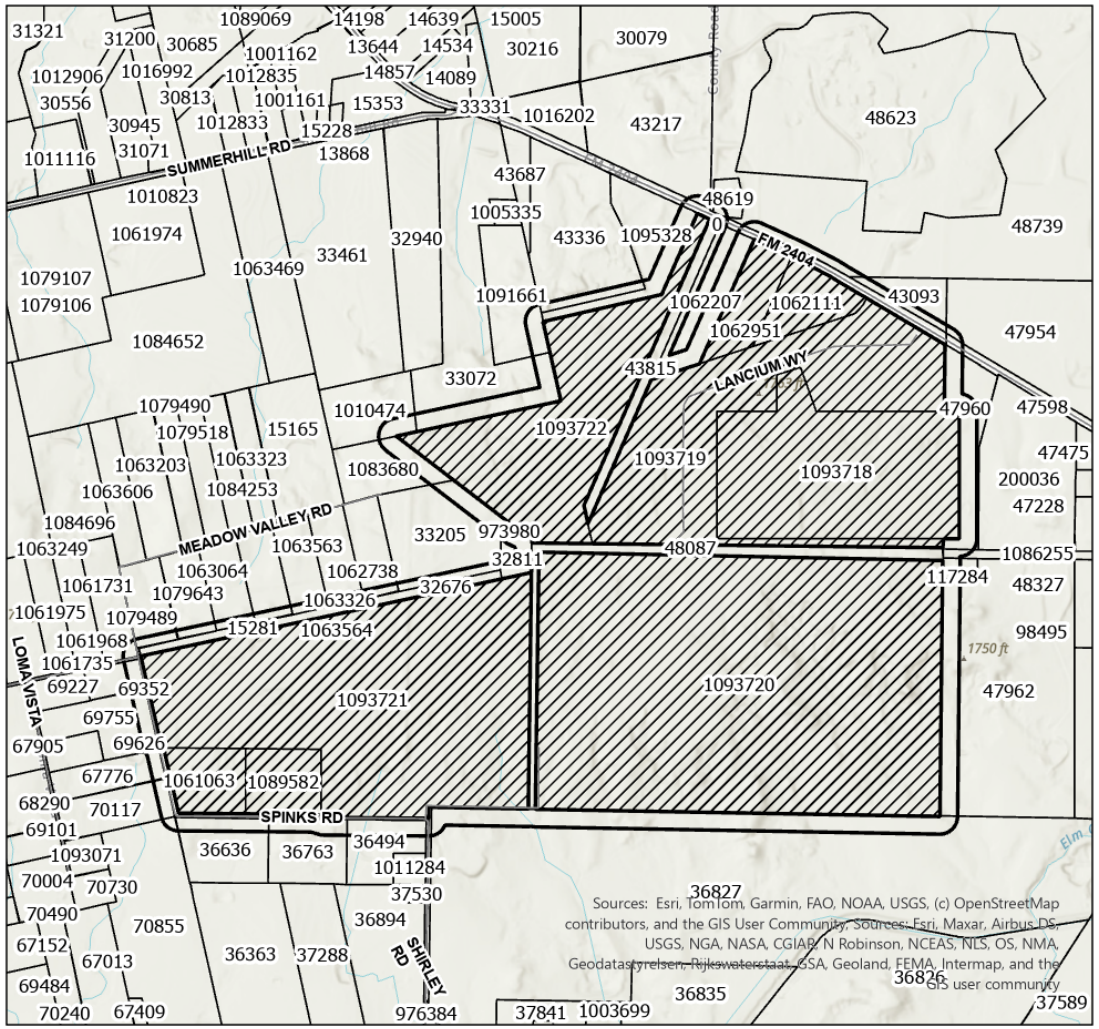
EXHIBIT D - BUFFER ZONE AMENDMENT

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

0.35 Miles

Notification Buffer

Z-2025-20

0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Emily Crawford, City Manager**

FROM: **Matthew Dane, Director of Water Utilities**

SUBJECT: **13. Presentation: Receive a Report and Hold a Discussion and Public Hearing on Modifying Year-Round Water Management Stage (*Matthew Dane*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council receive a report and hold a discussion regarding the restoration of the City's standard 3-day per week watering schedule, as outlined in the adopted Water Conservation and Drought Contingency Plan. Staff is seeking confirmation of direction to transition out of current restrictions based on improved reservoir levels exceeding the 50% combined storage threshold.

SPECIAL CONSIDERATIONS

The City's current outdoor watering restrictions were enacted in accordance with the adopted Water Conservation and Drought Contingency Plan following prolonged drought conditions and declining reservoir levels. These restrictions moved the City into tightened year-round water management, which limits outdoor irrigation to two days per week and includes additional measures to reduce nonessential water use.

Recent rainfall has improved water supplies in both Hubbard Creek Reservoir and Lake Fort Phantom Hill. Combined storage has now risen above the 50% threshold, which is the trigger identified in the City's conservation plan to exit the current stage and return to normal year-round watering practices.

This agenda item presents current reservoir status and requests direction to restore the standard 3-day per week watering schedule outlined for normal conditions. This action aligns with the thresholds and procedures established in the City's water conservation ordinance adopted May 9, 2024.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Drought Stage Presentation

Receive a Report and Hold a Discussion on Modifying Year-Round Water Management Stage

July 24, 2025

CITY OF ABILENE TEXAS

Our Water Conservation Plan

- The WCP is a set of staged restrictions designed to reduce water use as reservoir levels decline.
- Current Water Conservation Plan was signed into ordinance on May 9th, 2024.
- State agencies require a review and re-adopt every five years.
- Next required update due in May 2029.
- Each stage is triggered by the “combined storage” of Hubbard and Fort Phantom reservoirs reaching certain thresholds and outlines when and how outdoor watering and other uses are limited to protect supply.

CITY OF ABILENE TEXAS

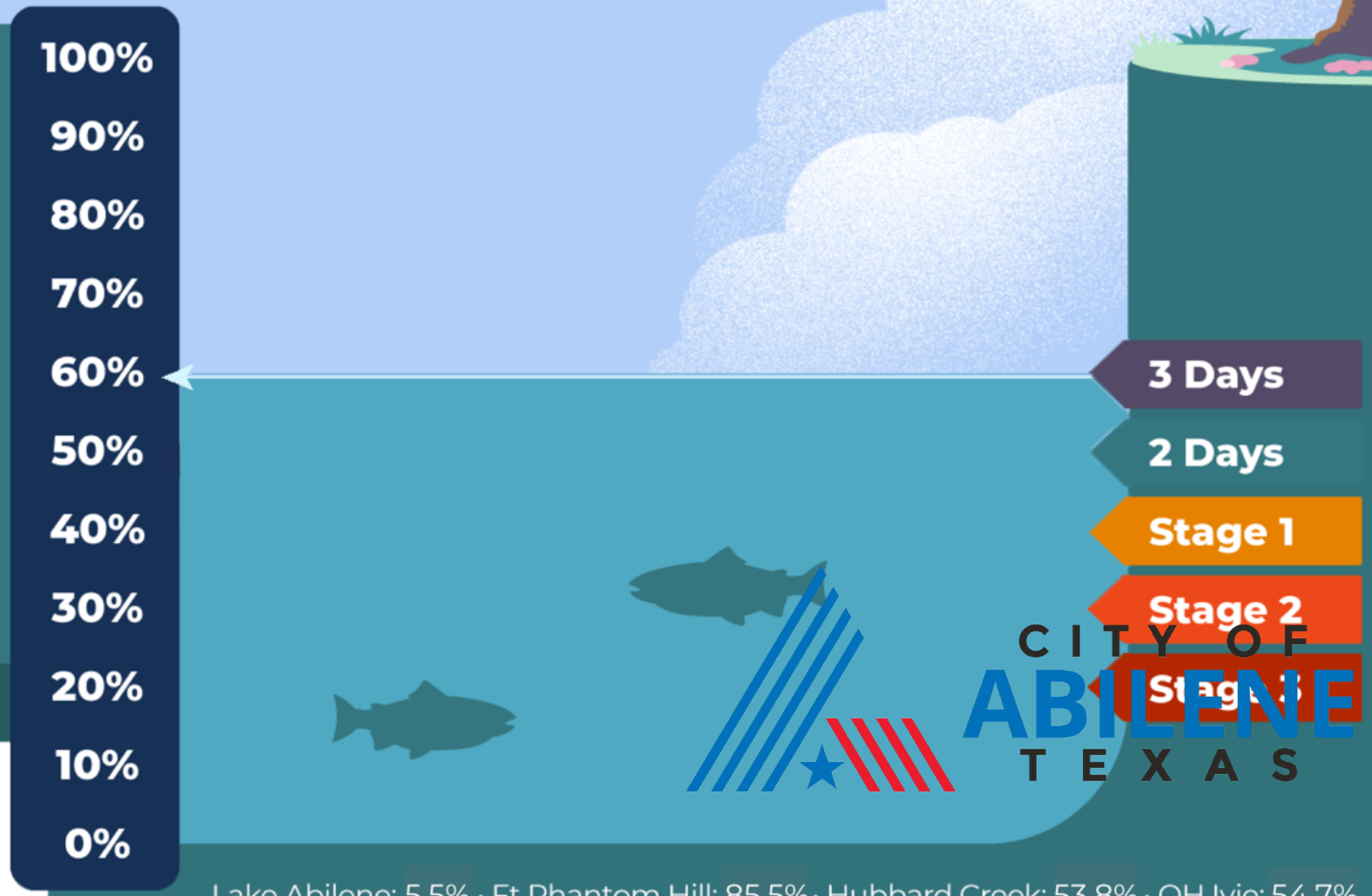
Combined Storage

Available Capacity:
59.95%
Combined Available Capacity of Lake Fort Phantom Hill & Hubbard Creek Lake

Water Conservation:
Year-Round

You May Water:
2 Days per Week
Schedule at saveabilenewater.com

DATA AS OF JULY 16, 2025



Lake Abilene: 5.5% · Ft Phantom Hill: 85.5% · Hubbard Creek: 53.8% · OH Ivie: 54.7%

WATER UTILITIES
CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

Combined Storage

How we calculate combined capacity

$$\frac{\text{Current Fort Phantom Volume} + \text{Current Hubbard Volume}}{\text{Total Fort Phantom Capacity} + \text{Total Hubbard Capacity}}$$

85% combined with 55% gives a combined capacity of approximately 60%

Fort Phantom Hill
23 Billion Gallons
Usable Storage

Hubbard Creek
102 Billion Gallons
Usable Storage

CITY OF ABILENE TEXAS

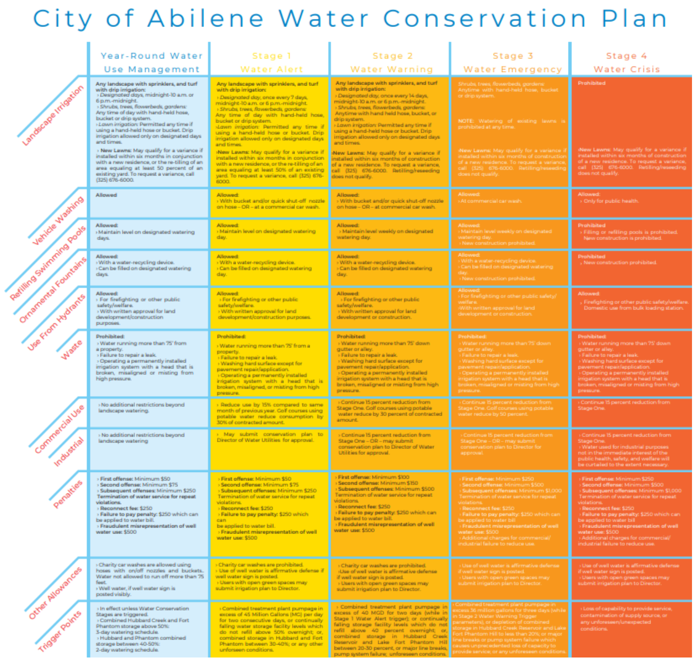
Current Water Level Triggers

- **Year-Round Management (3 day per week watering)**
  - Combined storage greater than 50%
- **Year-Round Management (2 day per week watering)**
  - Trigger: Combined storage 40–50%
- **Stage 1: Water Alert (1 day per week watering)**
  - Trigger: Combined storage 40–50% or high pumpage
- **Stage 2: Water Warning (1 day per week watering)**
  - Trigger: Combined storage 30–40% or further supply stress
- **Stage 3: Water Emergency (1 day per 2 weeks watering)**
  - Trigger: Combined storage 20–30% or major system failures
- **Stage 4: Water Crisis (Watering prohibited)**
  - Trigger: Combined storage below 20% or severe supply loss

CITY OF ABILENE TEXAS

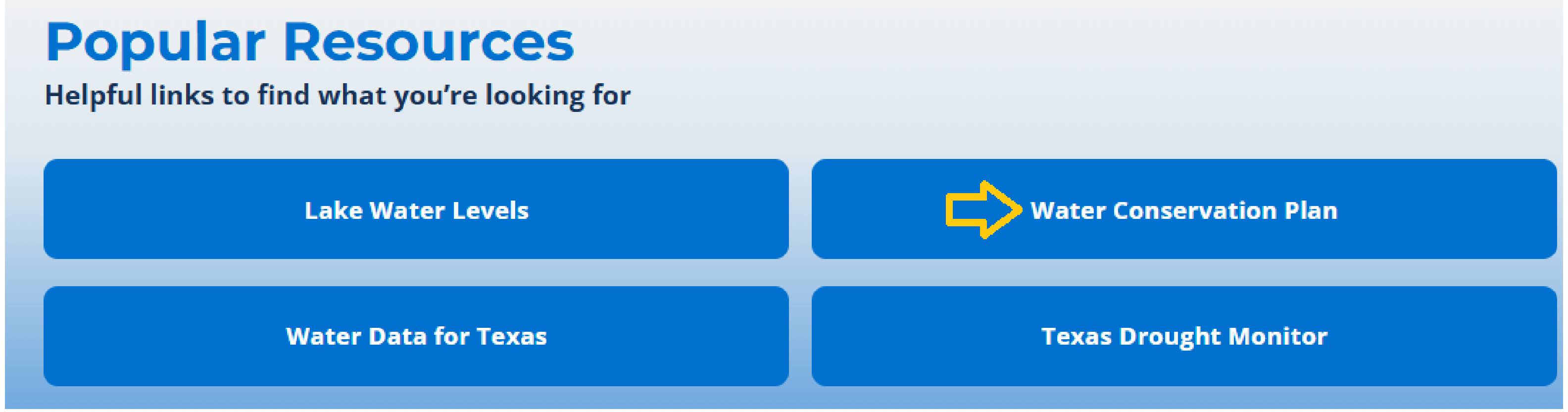
Water Conservation is More Than the Lawn

- The plan addresses all significant water uses to protect our overall supply, not just lawn watering.
- Includes: vehicle washing, pools & fountains, commercial/industrial use, new landscaping, leaks & waste, and enforcement penalties.



City of Abilene Water Conservation Plan

	Year-Round Water Use Management	Stage 1 Water Alert	Stage 2 Water Warning	Stage 3 Water Emergency	Stage 4 Water Crisis
Landscape Irrigation	Any landscape with sprinklers, and turf with drip irrigation: › Designated days, midnight-10 a.m. or 6 p.m.-midnight. › Shrubs, trees, flowerbeds, gardens: Any time of day with hand-held hose, bucket or drip system. › Lawn irrigation: Permitted any time if using a hand-held hose or bucket. Drip irrigation allowed only on designated days and times. › New Lawns: May qualify for a variance if installed within six months in conjunction with a new residence, or the re-tilling of an area equaling at least 50 percent of an existing yard. To request a variance, call (325) 676-6000.	Any landscape with sprinklers, and turf with drip irrigation: › Designated day, once every 7 days, midnight-10 a.m. or 6 p.m.-midnight. › Shrubs, trees, flowerbeds, gardens: Any time of day with hand-held hose, bucket or drip system. › Lawn irrigation: Permitted any time if using a hand-held hose or bucket. Drip irrigation allowed only on designated days and times. › New Lawns: May qualify for a variance if installed within six months in conjunction with a new residence, or the re-tiling of an area equaling at least 50% of an existing yard. To request a variance, call (325) 676-6000.	Any landscape with sprinklers, and turf with drip irrigation: › Designated day, once every 14 days, midnight-10 a.m. or 6 p.m.-midnight. › Shrubs, trees, flowerbeds, gardens: Anytime with hand held hose, bucket, or drip system. › Lawn irrigation: Permitted any time if using a hand-held hose or bucket. Drip irrigation allowed only on designated days and times. › New Lawns: May qualify for a variance if installed within six months of construction of a new residence. To request a variance, call (325) 676-6000. Retilling/reseeding does not qualify.	Shrubs, trees, flowerbeds, gardens: Anytime with hand-held hose, bucket or drip system. NOTE: Watering of existing lawns is prohibited at any time. › New Lawns: May qualify for a variance if installed within six months of construction of a new residence. To request a variance, call (325) 676-6000. Retilling/reseeding does not qualify.	Prohibited › New Lawns: May qualify for a variance if installed within six months of construction of a new residence. To request a variance, call (325) 676-6000. Retilling/reseeding does not qualify.
Vehicle Washing	Allowed	Allowed: › With bucket and/or quick shut-off nozzle on hose – OR – at a commercial car wash.	Allowed: › With bucket and/or quick shut-off nozzle on hose – OR – at commercial car wash.	Allowed: › At commercial car wash.	Allowed: › Only for public health.
Refilling Swimming Pools	Allowed: › Maintain level on designated watering days.	Allowed: › Maintain level on designated watering day.	Allowed: › Maintain level weekly on designated watering day.	Allowed: › Maintain level weekly on designated watering day. › New construction prohibited.	Prohibited › Filling or refilling pools is prohibited. New construction is prohibited.
Ornamental Fountains	Allowed: › With a water-recycling device. › Can be filled on designated watering days.	Allowed: › With a water-recycling device. › Can be filled on designated watering day.	Allowed: › With a water-recycling device. › Can be filled on designated watering day.	Allowed: › With a water-recycling device. › Can be filled on designated watering day. › New construction prohibited.	Prohibited › New construction prohibited.
Use From Hydrants	Allowed: › For firefighting or other public safety/welfare. › With written approval for land development/construction purposes.	Allowed: › For firefighting or other public safety/welfare. › With written approval for land development/construction purposes.	Allowed: › For firefighting or other public safety/welfare. › With written approval for land development or construction.	Allowed: › For firefighting or other public safety/welfare. › With written approval for land development or construction.	Allowed: › Firefighting or other public safety/welfare. Domestic use from bulk loading station.
Waste	Prohibited: › Water running more than 75' from a property. › Failure to repair a leak. › Operating a permanently installed irrigation system with a head that is broken, misaligned or misting from high pressure.	Prohibited: › Water running more than 75' from a property. › Failure to repair a leak. › Washing hard surface except for pavement repair/application. › Operating a permanently installed irrigation system with a head that is broken, misaligned, or misting from high pressure.	Prohibited: › Water running more than 75' down gutter or alley. › Failure to repair a leak. › Washing hard surface except for pavement repair/application. › Operating a permanently installed irrigation system with a head that is broken, misaligned or misting from high pressure.	Prohibited: › Water running more than 75' down gutter or alley. › Failure to repair a leak. › Washing hard surface except for pavement repair/application. › Operating a permanently installed irrigation system with a head that is broken, misaligned or misting from high pressure.	Prohibited: › Water running more than 75' down gutter or alley. › Failure to repair a leak. › Washing hard surface except for pavement repair/application. › Operating a permanently installed irrigation system with a head that is broken, misaligned or misting from high pressure.
Commercial Use	› No additional restrictions beyond landscape watering.	› Reduce use by 15% compared to same month of previous year. Golf courses using potable water reduce consumption by 30% of contracted amount.	› Continue 15 percent reduction from Stage One. Golf courses using potable water reduce by 30 percent of contracted amount.	› Continue 15 percent reduction from Stage One. Golf courses using potable water reduce by 50 percent.	› Continue 15 percent reduction from Stage One.
Industrial	› No additional restrictions beyond landscape watering	› May submit conservation plan to Director of Water Utilities for approval.	› Continue 15 percent reduction from Stage One – OR – may submit conservation plan to Director of Water Utilities for approval.	› Continue 15 percent reduction from Stage One – OR – may submit conservation plan to Director for approval.	› Continue 15 percent reduction from Stage One. › Water used for industrial purposes not in the immediate interest of the public health, safety, and welfare will be curtailed to the extent necessary.
Penalties	› **First offense:** Minimum $50 › **Second offense:** Minimum $75 › **Subsequent offenses:** Minimum $250 **Termination of water service for repeat violations.** › **Reconnect fee:** $250 › **Failure to pay penalty:** $250 which can be applied to water bill. › **Fraudulent misrepresentation of well water use:** $500	› **First offense:** Minimum $50 › **Second offense:** Minimum $75 › **Subsequent offenses:** Minimum $250 Termination of water service for repeat violations. › **Reconnect fee:** $250 › **Failure to pay penalty:** $250 which can be applied to water bill. › **Fraudulent misrepresentation of well water use:** $500	› **First offense:** Minimum $100 › **Second offense:** Minimum $150 › **Subsequent offenses:** Minimum $500 Termination of water service for repeat violations. › **Reconnect fee:** $250 › **Failure to pay penalty:** $250 which can be applied to water bill. › **Fraudulent misrepresentation of well water use:** $500	› **First offense:** Minimum $250 › **Second offense:** Minimum $500 › **Subsequent offenses:** Minimum $1,000 Termination of water service for repeat violations. › **Reconnect fee:** $250 › **Failure to pay penalty:** $250 which can be applied to water bill › **Fraudulent misrepresentation of well water use:** $500 › Additional charges for commercial/industrial failure to reduce use.	› **First offense:** Minimum $250 › **Second offense:** Minimum $500 › **Subsequent offenses:** Minimum $1,000 Termination of water service for repeat violations. › **Reconnect fee:** $250 › **Failure to pay penalty:** $250 which can be applied to water bill › **Fraudulent misrepresentation of well water use:** $500 › Additional charges for commercial/industrial failure to reduce use.
Other Allowances	› Charity car washes are allowed using hoses with on/off nozzles and buckets. Water not allowed to run off more than 75 feet. › Well water, if well water sign is posted visibly.	› Charity car washes are prohibited. › Use of well water is affirmative defense if well water sign is posted. › Users with open green spaces may submit irrigation plan to Director.	› Charity car washes are prohibited. › Use of well water is affirmative defense if well water sign is posted. › Users with open green spaces may submit irrigation plan to Director.	› Use of well water is affirmative defense if well water sign is posted. › Users with open green spaces may submit irrigation plan to Director.	› Use of well water is affirmative defense if well water sign is posted. › Users with open green spaces may submit irrigation plan to Director.
Trigger Points	› In effect unless Water Conservation Stages are triggered. › Combined Hubbard Creek and Fort Phantom storage above 50%: 3-day watering schedule. › Hubbard and Phantom combined storage between 40-50%: 2-day watering schedule.	› Combined treatment plant pumpage in excess of 45 Million Gallons (MG) per day for two consecutive days, or continually falling water storage facility levels which do not refill above 50% overnight; or, combined storage in Hubbard and Fort Phantom between 30-40%; or any other unforeseen conditions.	› Combined treatment plant pumpage in excess of 40 MGD for two days (while in Stage 1 Water Alert trigger); or continually falling storage facility levels which do not refill above 40 percent overnight; or, combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill between 20-30 percent, or major line breaks, pump system failure; unforeseen conditions.	Combined treatment plant pumpage in excess 36 million gallons for three days (while in Stage 2 Water Warning Trigger parameters), or depletion of combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill to less than 20%; or major line breaks or pump system failure which causes unprecedented loss of capacity to provide service; or any unforeseen conditions.	› Loss of capability to provide service, contamination of supply source, or any unforeseen/unexpected conditions.



CITY OF ABILENE TEXAS

Recommendation Moving Forward

- Current conditions meet the criteria to exit 2-day watering schedule and resume normal year-round conservation practices.
- Continue to encourage efficient water use and public awareness of conservation.
- Remain ready to re-enter drought stages if conditions worsen.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 17, "Miscellaneous Provisions," Code of Ordinance by Approving a Permit Requirement for Bring Your Own Beverage (BYOB) Establishments *(Stanley Smith)***

GENERAL INFORMATION

Establishments that sell alcoholic beverages are regulated by the Texas Alcohol and Beverage Commission (TABC). The TABC does not regulate Bring Your Own Beverage (BYOB) establishments. BYOB establishments may be regulated by municipalities.

The proposed BYOB Ordinance will regulate BYOB establishments which operate within the city limits of Abilene.

The purpose of this Ordinance is to protect the health, safety, and welfare of the citizens of the City of Abilene by monitoring and regulating BYOB businesses. This Ordinance establishes a permit program for BYOB businesses, imposes regulations of business operations of BYOB businesses, and imposes civil and criminal penalties for violations of this Article.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends passage of the BYOB Permit Ordinance.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Enacting Ordinance revised- BYOB
2. BYOB Ordinance final REVISED redline
3. BYOB permit ordinance revised powerpoint

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17, "MISCELLANEOUS PROVISIONS," OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City seeks to protect the public health and safety of citizens of Abilene through regulation of Bring Your Own Beverage (BYOB) establishments located in the city limits; and

WHEREAS, the regulation of Bring Your Own Beverage (BYOB) establishments may be accomplished by amending Chapter 17 of the Code of Ordinances to add permitting and regulation requirements for BYOB establishments in the City; and

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

PART 1: That Chapter 17, "Miscellaneous Provisions," of the Code of Ordinances of the City of Abilene, Texas, are hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PASSED ON FIRST READING the 24th day of July, 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, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall to permit the public to be heard. After such an opportunity for the public to be heard, said ordinance was passed on second reading. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING the 14th day of August, 2025.

ATTEST:

_____

CITY SECRETARY

_____

MAYOR

_____

CITY ATTORNEY

CHAPTER 17 MISCELLANEOUS PROVISIONS

ARTICLE IV. ESTABLISHMENTS NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION

DIVISION 1. GENERALLY

Sec. 17-111. – Purpose.

(A) This Article may be known and cited as "BYOB Businesses Regulation."

(B) The purpose of this Article is to protect the health, safety, and welfare of the citizens of the City of Abilene by monitoring and regulating BYOB businesses. This Article establishes a permit program for BYOB businesses, imposes regulations of business operations of BYOB businesses, and imposes civil and criminal penalties for violations of this Article.

(C) The restrictions of Sections 1.06 and 109.57 of the Alcoholic Beverage Code preempt the City's regulation of permitted or licensed establishments, and the regulation of the manufacture, sale, distribution, transportation, and possession of alcoholic beverages. The intent of this ordinance is not to regulate any of these activities or premises, but to establish a process by which Texas Alcoholic Beverage Commission (agency) permitted or licensed businesses are not discriminated against regarding locations and operations within the city, to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants by establishing a City permitting process for businesses that are not regulated by the agency.

Sec. 17-112. – Administration.

The City Manager, or his/her designee, shall administer, implement, and enforce the provisions of this Article. Any powers granted to, or duties imposed upon the City Manager or the designee, may be delegated to other city personnel or authorized representatives.

Sec. 17-113. – Definitions.

(A) It is common practice for an establishment not licensed or permitted by the Texas Alcoholic Beverage Commission ("TABC") to sell or serve alcoholic beverages to allow its patrons to bring their own alcoholic beverages onto the premises for consumption. This practice is often referred to as "BYOB," an acronym commonly used for "bring your own bottle," or "bring your own beverage."

(B) In this article:

(1) *Alcoholic Beverage* has the meaning assigned by the Texas Alcoholic Beverage Code.

(2) *Applicant* means the owner or operator of the BYOB establishment who has applied for a BYOB permit.

(3) *BYOB Establishment* means an establishment to which this article applies, as described in section 17-114 below.

(4) *BYOB Permit* means a permit issued, pursuant to this article, to operate a BYOB establishment.

(5) *City Secretary* means the City of Abilene City Secretary or Deputy City Secretary.

(6) *City Manager* means the City Manager for the City of Abilene. The term may also include the City Manager's designee, delegated staff, or duly authorized representative of the City Manager.

(7) *Obstruct* means to block, close up, or hinder from passage, action, or operation.

(8) *Permit Holder* means the person to whom the BYOB permit has been issued. This term includes any agent or employee of the holder that has the responsibility for operating the BYOB Establishment or acting as a person in charge of a BYOB establishment.

(9) *Person* has the meaning assigned by Texas Penal Section 1.07.

(10) *Premises* means a building or portion of a building and the grounds on which the building is located, including any public or private driveway, street, sidewalk or walkway, appurtenances, parking areas, and vehicles in the parking areas.

(11) *Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops. A public place for the purposes of this article includes a BYOB Establishment. Premises remain a public place despite the requirement to pay a fee or other cost for access.

(12) *Restaurant* means any establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state.

~~(12)~~(13) *Special events venue* means an establishment whose principal business is the hosting of weddings and other private events, where a third-party rents the event space for a limited period of time and guests are invited. A wedding includes a wedding reception. A special events venue does not include an event that is open to the public.

Sec. 17-114. – Applicability.

(A) Except as provided in subsection (B), this article applies to an establishment that:

(1) Is not licensed or permitted by the Texas Alcoholic Beverage Commission to sell or serve alcoholic beverages; and

(2) Allows patrons to bring alcoholic beverages onto the premises for possession and consumption.

(B) The regulations provided by Sections 17-129, 17-130; 17-131, 17-132, 17-135, and 17-136 shall apply to a BYOB Permit Holder and BYOB Establishment only if it is determined by the City of Abilene that there have been two (2) or more corroborated incidents at or related to the BYOB Establishment within any 180-day period that involve:

a. Weapons charges;

b. Violent crime;

c. Incidents categorized as "major disturbance";

d. Deadly conduct;

e. Any felony offense; or

f. Human trafficking related offenses.

The City Secretary shall provide the BYOB Permit Holder and BYOB Establishment with written notice of application of the above listed sections, and shall include the reason(s) the BYOB Permit Holder and BYOB Establishment are subject to the regulations.

(B)(C) This article does not apply to:

(1) A residence;

(2) A special events venuen establishment operated by a governmental entity;

(3) A private club permitted pursuant to Chapter 32 of the Texas Alcoholic Beverage Code;

(4) A fraternal organization or veteran's organization, as defined by the Texas Alcoholic Beverage Code;

(5) A restaurant; oruniversity or college providing a degree program;

(6) A place of worship.; or

(7) A restaurant.

Sec. 17-115. – Notice.

(A) Notice may be provided by:

(1) U.S.P.S. regular mail;

(2) Hand delivery; or

(3) Posting of a notice on a public entry door to the BYOB establishment.

(B) Mailed notice is deemed to be delivered on the fifth (5th) day after it is mailed.

(C) Hand-delivery and posted notice are deemed to be delivered on the date the notice is hand delivered or posted.

(D) If more than one manner of notice is utilized, the earliest date of notice shall be deemed the date notice was provided.

(E) Notice to a Permit Holder may also be delivered to an employee if no person in charge is present at the BYOB Establishment at the time of delivery and is effective notice to the Permit Holder upon delivery.

DIVISION 2. PERMITS

Sec. 17-116. – Permit Required.

(A) A person shall obtain a BYOB Permit issued by the City before the person may operate a BYOB Establishment.

(B) A person must obtain a separate BYOB Permit for each BYOB Establishment location.

Sec. 17-117. – Qualifications.

(A) A person must be at least eighteen (18) years of age to apply for or hold a BYOB Permit under this article.

(B) A person may not hold a BYOB Permit issued under this article or manage a BYOB Establishment if the person has been convicted of a felony or misdemeanor that directly relates to the duties and responsibilities for operating a BYOB venue, including offenses that involve any regulated substances.

Sec. 17-118. – Permit Application.

(A) A person who seeks a permit to operate a BYOB Establishment must submit an application to the City Secretary on a form provided by the City. The application must include:

(1) The names, addresses, and birth dates of all individuals who have an ownership interest in, or who will manage or otherwise exercise control over, the proposed BYOB Establishment;

(2) The names, addresses, phone numbers, and email addresses for all owners of the property upon which the BYOB Establishment is located;

(3) Authorization for the City to conduct a criminal background check on each person described in subsection (A)(1);

(4) The name of the BYOB Establishment and its physical address;

(5) For Applicants that are a legal entity:

a. Sufficient evidence from the Secretary of State that demonstrates the entity is authorized to transact business in Texas.

b. Designation of an individual Permit Holder that resides in the State of Texas and within 150 miles of the territorial limits of the City of Abilene, and the address of the residence of such individual.

c. Designate an agent, who is a citizen of this state, to represent the person in matters during appeal and to be responsible for the proper conduct of any activity of a Permit Holder.

(6) Proof that the Applicant has all other permits and approvals required to operate the BYOB Establishment.

(7) A security plan that meets or exceeds the minimum standards established by administrative rule, as determined by the Chief of Police.

(8) Scale drawings of the site, including:

a. All site improvements;

b. The floor plan of each building; and

c. A designation of the areas where the consumption of alcohol is to be allowed;

(9) An owner consent form signed and notarized by the owner of record of the property if an Applicant does not own the property upon which the BYOB Establishment is located; and

(10) Other information reasonably required by the City Manager.

(B) The annual permit and inspection fee stated in the City's fee schedule shall be payable upon the submission of the application and shall be non-refundable.

(C) An Applicant or Permit Holder shall immediately supplement the information provided as part of the BYOB permit application if the information is, or becomes in any manner, inaccurate, incomplete, or misleading. This obligation continues after a BYOB Permit is issued for as long as the BYOB Establishment is in effect and shall also continue during any period of suspension or appeal.

Sec. 17-119. – Permit approval; denial.

(A) Except as otherwise provided in this article, the City Secretary shall approve a BYOB Permit application if the City Secretary determines that the Applicant and the proposed BYOB Establishment meet the requirements of this article.

(B) The City Secretary shall deny a BYOB Permit application if the City Secretary determines that:

(1) The Applicant is under the age of eighteen (18) years;

(2) The BYOB Establishment as proposed would not comply with this article;

~~(3) A BYOB Permit required by this article was revoked within the preceding 12-month period for the same location with a similar or related use; or~~

~~(4) A BYOB Permit required by this article was revoked within the preceding 12-month period and the revoked BYOB Permit was issued to the same Applicant or Permit Holder as a current Applicant or Permit Holder.~~

(C) The City Secretary may deny a BYOB Permit application if the City Secretary determines that:

(1) The Applicant provided incorrect or incomplete information on the application; or

(2) An Applicant or Permit Holder has been convicted of a felony or misdemeanor that directly relates to the duties and responsibilities for operating a BYOB Establishment, including an offense involving a regulated substance.

(3) A BYOB Permit required by this article was revoked within the preceding 12-month period for the same location with a similar or related use; or

(4) A BYOB Permit required by this article was revoked within the preceding 12-month period and the revoked BYOB Permit was issued to the same Applicant or Permit Holder as a current Applicant or Permit Holder.

~~(2)~~

~~(3)~~

(D) The City Secretary shall give written notice of a determination of an application to the Applicant no later than thirty~~forty-five~~ (30~~45~~) days from the submission of a complete application.

(E) An Applicant may appeal a denial of a BYOB Permit application to the City Manager in accordance with section 17-126 of this article.

(F) Notice of a determination of approval, suspension, denial, or revocation may be delivered as provided elsewhere for notices in this article.

Sec. 17-120. – Permit not transferable.

A BYOB Permit issued under this article is not assignable or transferable to any other person or entity.

Sec. 17-121. – Permit not a right.

A BYOB Permit issued under this article is a grant of a privilege and is not a property right.

Sec. 17-122. – Permit expiration; renewal.

A BYOB Permit issued under this article expires one (1) year after the date it is issued. A renewal application for a BYOB Permit must be filed not sooner than the 90th day and not later than the 45th day before the BYOB Permit expires. An application than is not filed within the described time period shall be deemed a new application and shall comply with all new application requirements.

DIVISION 3. REVOCATION; AND APPEAL

Sec. 17-123. – Permit revocation; general.

(A) The City Secretary may, in writing, revoke a BYOB Permit issued under the provisions of this article whenever the BYOB Permit is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building, structure, or use is in violation of any provision of this article, the City of Abilene Land Development Code, or the provisions of any other ordinance of the City of Abilene that regulates public health or sanitation.

(B) A BYOB Permit which has been revoked shall not be displayed at the BYOB Establishment.

(C) A BYOB Permit must be surrendered to the City Secretary immediately upon revocation.

Sec. 17-124. – Reserved.

Sec. 17-125. – Permit revocation.

(A) The City Secretary may revoke a BYOB Permit issued under this article if the City Secretary determines that:

(1) The Permit Holder, the manager, an employee, or other agent of the BYOB Establishment has engaged in a serious violation or repeated violations of this article.

(2) The BYOB Establishment has ~~repeatedly~~ failed to comply with the requirements of this article.

(3) The BYOB Establishment is not in compliance with all health and safety ordinances of the City of Abilene and the laws of the State of Texas.

(4) The Permit Holder does not qualify for a BYOB Permit under this article and does not have the ability to qualify within a reasonable time period not to exceed ninety (90) days.

~~(5) The calls for service to the BYOB Establishment exceeds three (3) calls within any 120-day period that involve:~~

~~a. Weapons charges;~~

~~b. Violent crime;~~

~~c. Calls categorized as "major disturbance" by dispatch;~~

~~d. Deadly conduct;~~

~~e. Any felony offense; or~~

~~f. Human trafficking related offenses.~~

~~(6)~~(5) The BYOB Permit was issued pursuant to false information provided on or with the application, renewal application, or supplemental information submitted as part of the application or renewal process or as required by this article.

(B) The City Secretary shall provide the BYOB Permit Holder and Applicant with written notice of the BYOB permit revocation that includes the reason(s) the BYOB permit is subject to revocation.

(C) Revocation of a BYOB Permit is effective on delivery of notice.

(D) A BYOB Permit Holder may appeal a BYOB Permit revocation pursuant to the provisions of this article.

(E) If an appeal is not timely filed, the City Secretary's decision to revoke is final.

Sec. 17-126. – Appeal.

(A) An Applicant may appeal the City Secretary's determination to deny or revoke a BYOB Permit pursuant to this article by filing a written notice of appeal to the City Manager not later than ten (10) calendar days after delivery of the notice of denial or revocation.

(B) If a BYOB Permit Holder timely files a written notice of appeal:

(1) The City Manager, or his/her designee, shall not later than the 10th day after the date the notice of appeal is filed, consider the appeal, and may affirm, reverse, or modify a permit application denial or permit revocation.

(2) A revocation is not stayed during the pendency of the appeal to the City Manager.

(C) The notice of appeal shall set forth the following:

(1) The name and contact information of the person filing the appeal;

(2) The name and address of the BYOB Establishment; and

(3) A statement setting forth the material facts that are the basis for the appeal.

(D) The City Manager, or designee, shall give written notice of a decision on an appeal to the appellant.

(E) The decision of the City Manager, or designee, shall be final and not subject to further appeal.

DIVISION 4. REGULATIONS FOR OPERATION OF A BYOB ESTABLISHMENT

Sec. 17-127. – Public place.

A BYOB Establishment is a public place.

Sec. 17-128. – Permit posting required.

A BYOB permit holder shall post the BYOB Permit required by this article in a prominent public location near or at the entrance of the BYOB Establishment.

Sec. 17-129. – Manager required on premises.

A BYOB Permit Holder shall ensure that a Permit Holder, or designee or designees, is continuously on the BYOB Establishment premises during the hours of operation. The BYOB Permit Holder shall provide the City Secretary with written confirmation of his or her designees. A BYOB Permit Holder may have not more than three (3) designees.

Sec. 17-130. – Minimum age for possession and ~~admittance and~~ alcohol consumption.

A BYOB Permit Holder, a manager, or an employee of a BYOB Establishment may not allow a person under the age of twenty-one (21) years to possess or consume alcohol on the premises.

Sec. 17-131. – Security plan implementation.

(A) A person may not operate a BYOB Establishment without an approved security plan.

(B) The Applicant shall provide security for the BYOB Establishment in accordance with the security plan.

Sec. 17-132. – Minimum security requirements.

All BYOB Establishments shall comply with the following requirements:

(A) Hand wand or walkthrough metal detectors shall be utilized on all persons entering the BYOB Establishment;

(B) The exterior portions of the premises, including parking areas, shall be well lit during business hours and must have lighting to illuminate parking areas. Said lighting shall be designed so as to not interfere with any neighbor's reasonable use and/or enjoyment of the neighbor's premises;

(C) The BYOB Establishment shall provide for at least one (1) security officer per fifty (50) patrons. Security officers must have at least a Level II non-commissioned security guard license;

(D) The BYOB Establishment shall have a licensed and bonded security company on premise;

(E) The BYOB Establishment must have a working security video system with low light recording capabilities. The system must record open areas and all entrances and exists outside of the premises, excluding restroom facilities. The BYOB Establishment must also have digital high-resolution surveillance cameras sufficient to provide an overall view from the exterior of the building to the property line. The owner shall maintain a library of the recorded digital images for not less than ninety (90) days. At least one (1) on-site personnel must be able to access the system if requested by law enforcement. All security cameras and security footage is subject to inspection at any time by City personnel; and

(F) Any written requirement that the Chief of Police deems reasonably necessary for the BYOB Establishment.

Sec. 17-133. – Doors to remain unlocked.

During the hours of operation, a person may not lock or obstruct:

(A) An exterior entrance door that is designated, or available, for use by patrons;

(B) An exit door in a manner that impedes exiting to the outside from the interior of the premises; or

(C) An interior door that provides access to a portion of the premises that is designated or available for use by patrons.

Sec. 17-134. – Hours of operation.

(A) A BYOB Permit Holder, a manager, or an employee of a BYOB Establishment shall close a BYOB Establishment between 2:00 a.m. and 7:00 a.m. each day except Sunday, and between 2:00 a.m. and noon on Sunday. A patron who is on the premises at 2:00 a.m. may remain until not later than 2:15 a.m.

(B) A person may not consume an alcoholic beverage on the premises of a BYOB Establishment between 2:00 a.m. and 7:00 a.m. each day except Sunday, or between 2:00 a.m. and noon on Sunday.

(C) A BYOB Permit Holder, a manager, or an employee of a BYOB Establishment may not allow a member of the public to remain on its premises, including a parking area, between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday. This prohibition does not apply to a person who is providing a product or service directly to the BYOB Establishment.

Sec. 17-135. – Alcoholic beverage consumption areas.

(A) A Permit Holder shall designate, subject to the approval of the City Manager or designee, the portions of the premises on which the consumption of alcoholic beverages is permitted. A designated area:

(1) Must be located within the interior of a building or an enclosed deck, patio, or garden; and

(2) Must exclude parking areas.

(B) A person may not consume, and a Permit Holder, a manager, employee, or other agent of a BYOB Establishment may not allow the consumption of an alcoholic beverage outside of a designated area.

(C) The BYOB Permit Holder shall indicate the portions of the premises on which the consumption of alcoholic beverages is permitted on the floor plan provided with the BYOB Permit application. If the BYOB Permit Holder desires to change or modify the area where alcoholic beverages may be consumed, it must provide a revised floor plan to the City Secretary, and receive approval from the City Manager or designee, prior to the implementation of such change or modification.

Sec. 17-136. – Notice of designated consumption areas.

A BYOB Permit Holder shall post signs in each parking area or on the exterior of the BYOB Establishment that provides sufficient notice to all persons on the premises that consumption is allowed only within the designated area within the interior of the building or within an enclosed deck, patio, or garden.

Sec. 17-137. – Sale of alcoholic beverages prohibited.

A person shall not sell an alcoholic beverage at a BYOB Establishment.

Sec. 17-138. – Consumption and purchase of alcohol by owner prohibited.

The owner, operator, employee, or agent of a BYOB Establishment may not:

(A) Consume an alcoholic beverage while on duty;

(B) Purchase or otherwise acquire an alcoholic beverage for a patron; or

(C) Give an alcoholic beverage to a patron.

Sec. 17-139. – Consent to inspection.

(A) By accepting a permit under this article, the owner consents that law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel may enter the premises at reasonable times to investigate or inspect the premises to determine compliance with this article.

(B) The owner, the operator, and an employee shall provide law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel with immediate access to all portions of the premises. If the BYOB Establishment is occupied, the Chief of Police, or his/her designee, must present credentials to the owner or other person having charge or control of the BYOB Establishment and request entry.

(C) If the owner or other person having charge or control of the BYOB Establishment refuses law enforcement's request to enter the premises to inspect or perform the duties imposed by this article or to inspect or review records relating to compliance with this article, police officers shall have recourse to the remedies provided by law to secure entry.

Sec. 17-140. – Compliance with other laws.

A BYOB Permit Holder, a manager, an employee, and any other agent of a BYOB Establishment shall comply with the Texas Alcoholic Beverage Code and all other applicable state and local laws, including all ordinances of the City of Abilene.

DIVISION 5. ENFORCEMENT

Sec. 17-141. – Criminal penalty.

(A) A person commits a Class C misdemeanor if the person:

(1) Operates a BYOB Establishment without a permit required by this article; or

(2) Violates a provision of this article, other than section 17-140 (Compliance with other laws).

(B) Proof of a culpable mental state is not required to prove an offense under this article.

(C) Each day that a violation occurs or continues is a separate offense.

Sec. 17-142. – Civil remedies.

(A) The City has determined that this article is necessary to protect the health, life, and property and to preserve the good government, order, and security of the city and its inhabitants.

(B) A person who continues to violate this article after being notified of the offense in writing by an authorized city representative is subject to a civil penalty not to exceed $1,000.00 for each day or part of a day the violation occurs.

(C) The city may file suit to enforce this article to collect a civil penalty.

(D) The city may seek to enjoin violations of this article.

17-143. – Cumulative remedies.

The remedies authorized under this section are cumulative. If the city files a civil or criminal action, it is not precluded from pursuing any other action or remedy.

Amend Chapter 17, "Miscellaneous Provisions," Code of Ordinances,

Permitting and Regulation of BYOB Establishments

CITY OF ABILENE TEXAS

Bring Your Own Beverage (BYOB) establishments are not regulated by the Texas Alcohol and Beverage Commission. Any regulation of BYOB establishments must come from local governments.

The purpose of the Ordinance is to protect the health, safety, and welfare of the citizens of the City of Abilene by monitoring and regulating BYOB businesses. The Ordinance establishes a permit program for BYOB businesses, imposes regulations of business operations of BYOB businesses, and imposes civil and criminal penalties for violations of this Article.

CITY OF ABILENE TEXAS

BYOB Permit Ordinance that apply to all BYOB Establishments:

1. A BYOB establishment must meet all requirements to obtain a BYOB permit before operating a BYOB establishment.

2. A person must be at least eighteen (18) years of age to apply for or hold a BYOB Permit, and may not hold a BYOB Permit or manage a BYOB Establishment if the person has been convicted of a felony or misdemeanor that directly relates to the duties and responsibilities for operating a BYOB venue, including offenses that involve any regulated substances.

CITY OF ABILENE TEXAS

3. The BYOB Permit must be prominently displayed at the BYOB establishment.

4. The BYOB establishment may not be open during the hours of 2:00 AM to 7:00 AM Monday through Saturday, and 2:00 AM to Noon on Sundays. This is the same as establishments that sell alcoholic beverages.

5. Owners, operators, employees and agents of the BYOB establishment may not consume alcohol during business hours, and may not purchase or provide alcohol to their patrons.

6. The BYOB Establishment consents to inspection of their premises.

CITY OF ABILENE TEXAS

If a BYOB Establishment has at least two corroborated incidents, as outlined in the Ordinance, within 180 days, the BYOB Establishment will be subject to additional regulations, including:

1. The BYOB Permit Holder, or designee, must be on the premises while the BYOB establishment if open for business.

2. All persons entering the BYOB establishment must walk through metal detectors or hand wand detectors must be utilized.

3. The exterior portions of the BYOB establishment must be well lit during business hours.

CITY OF ABILENE TEXAS

4. The BYOB establishment must provide at least one security officer per 50 patrons.

5. Security officers must have at least a Level II non-commissioned security guard license.

6. The BYOB establishment must have a working security video system with low light recording capabilities.

The following are exempt from the BYOB Ordinance and its regulations:

1. Residences,
2. Restaurants,
3. Special Events Venues,
4. Houses of Worship,
5. Fraternal and Veterans Organizations,
6. Private Clubs.

CITY OF ABILENE TEXAS

Violation of the BYOB permit ordinance may result in revocation of the permit, issuance of a class C misdemeanor citation, and/or filing of a civil suit by the City of Abilene to seek a civil penalty of up to $1,000 for each day a violation occurs.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fee Schedule Ordinance to Add a BYOB Permit Fee *(Stanley Smith)***

GENERAL INFORMATION

In conjunction with passage of the BYOB Permit Ordinance, a BYOB permit fee must be added to the City's Fee Schedule Ordinance.

The BYOB Permit Fee amount is recommended to be set at $50.00 annually, which is the reasonable administrative cost to process the permit applications and monitor the businesses for compliance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends passage of the amendment of the Fee Schedule to add a BYOB permit fee.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2025 Ordinance-revised BYOB Permit Fee Added to Fee Schedule
2. Exhibit A revised BYOB permit fee
3. BYOB revised permit fee powerpoint

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 37-2024 AND ADOPTING FEES AND CHARGES FOR A BRING YOUR OWN BEVERAGE (BYOB) ESTABLISHMENT PERMIT, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 37-2024 ("Fee Ordinance") on August 8, 2024 setting fees and charges commencing on October 1, 2024; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add a BYOB permit fee;

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PASSED on FIRST READING the 24th day of July, 2025.

A notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on second reading.

PASSED on FINAL READING the 14th day of August, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Exhibit “A”

BYOB Permit	$50.00 annually

Amend Fee Schedule Ordinance to Add a BYOB Permit Fee

CITY OF ABILENE TEXAS

In conjunction with the BYOB Permit Ordinance, adding a BYOB permit fee in the amount of $50.

Permit fee will be paid annually by BYOB establishments.

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **16. 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)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **17.**

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)*

- **Betty Hardwick Center Board of Trustees**
- **Landmarks Commission**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Betty Hardwick Center Board of Trustees	
Rosendo Contreras [Reappointment]	August 2027
Landmarks Commission	
Derek Hood [New] [Regular]	November 2028
Josh Black [New] [Alternate]	November 2028

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

- Betty Hardwick Center Board of Trustees
  - Rosendo Contreras [Reappointment]
- Landmarks Commission
  - Derek Hood [New] [Regular – Historical Commission Rep]
  - Josh Black [New] [Alternate]

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing One or More Assistant Municipal Court Judges.** ***(Stanley Smith)***

GENERAL INFORMATION

Section 77, Charter of the City of Abilene, provides for the appointment of Assistant Municipal Court Judges to act in the place of the Judge of the Municipal Court when the Judge of the Municipal Court is temporarily unable to act for any reason. The Assistant Judges must be qualified and competent attorneys, and must reside in the City of Abilene during their term as an assistant judge.

The City of Abilene Municipal Court currently has one Assistant Municipal Court Judge, the Honorable Chris M. Riley. Historically, the Court has had multiple Assistant Judges. Request is made for the appointment of one or more Assistant Municipal Court Judges to assist the Court in all of its legal proceedings.

More information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Assistant Municipal Court Judges are paid a daily flat rate only for the actual time that they serve in the Court.

STAFF RECOMMENDATION

Staff recommends the apppointment of one or more additional Assistant Municipal Court Judges.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Appoint Asst Municipal Court Judges

APPOINT ASSISTANT MUNICIPAL COURT JUDGES

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

TO: **Honorable Mayor and City Council**

FROM: **Misty Mayo, CEO Development Corporation of Abilene**

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan *(Misty Mayo)***

GENERAL INFORMATION

Approve DCOA's Economic Development Plan

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY 26 Economic Development Plan
2. 2025-07-24 DCOA - City Council Meeting - Economic Development Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") ECONOMIC DEVELOPMENT PLAN.

WHEREAS, the DCOA's President, in consultation with the DCOA's Board of Directors, has reviewed the Economic Development Plan (the "**Plan**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the objectives and strategies detailed in the Plan are a culmination of extensive data analysis and thorough input from stakeholders, community leaders, and the DCOA leadership; and,

WHEREAS, the Plan is intended to evaluate the current and future needs of Abilene's economic development efforts; and,

WHEREAS, the DCOA requests that the City of Abilene approve the Plan.

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

PART 1. The City of Abilene hereby approves the Plan.

PART 2. The City of Abilene's approval of the Plan as set forth in this Resolution is the approval of the Plan as required by the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

Crusoe on Lancium Clean Campus

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

VISION

To build the future Abilene.

MISSION

To lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

The DCOA **Past Five Years**

FY 2020 - FY 2024

$3.8 Billion

Total Capital Investment
Committed by Companies expanding, growing, and investing in Abilene

$19.4 Billion

Economic Impact
Total Direct & Indirect Economic Impact of Company Expansions at Full Operations

1,665
New Jobs Committed

3,950
Jobs Retained

40 Company Expansions
33 of 40 with Local, Existing Companies

$1.63 Million
5 Matching Grants Committed to Dyess Air Force Base

The DCOA **Since 1989**

FY 1989 - FY 2024

$4.4 Billion
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9,057
New Jobs Committed

11,424
Jobs Retained

Source: Impact Dashboard - Economic Impact Modeling

COMPANY PARTNERSHIPS

The best description of the service the DCOA provides to prospective & existing companies that choose Abilene.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

35 Years of Impact

The citizens of Abilene, Texas made a visionary investment by establishing the first economic development organization funded by sales tax revenue in the state.

For 35 years, the DCOA has driven growth to secure opportunities and progress for future generations. Today, the DCOA continues to build the future Abilene.

ECONOMIC DEVELOPMENT OBJECTIVES

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

DCOA STRATEGIES FOR **BUSINESS ATTRACTION**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

DCOA STRATEGIES FOR
BUSINESS RETENTION & EXPANSION

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

DCOA STRATEGIES FOR **WORKFORCE DEVELOPMENT**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.

DCOA STRATEGIES FOR
MARKETING & BRAND MANAGEMENT

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

DCOA STRATEGIES FOR **REAL ESTATE**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.

DCOA STRATEGIES FOR **EFFECTIVE OPERATIONS**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilites.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

24 Awards

In the Past 5 Years

FY 2020 - FY 2024

2024 | Annual Report - Gold Medal Winner
International Economic Development Council

2024 | Best in Show Nominee - 1 of 14 Internationally Recognized
International Economic Development Council

2024 | Print Promotion - Silver Medal Winner
International Economic Development Council

2024 | Economic Development Organization of the Year
Business Facilities

2024 | Workforce Excellence Award
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2024 | Small Business Campaign of the Year
United Way of Abilene

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DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

DEVELOPED IN **ABILENE, TEXAS**

Scan here to review the full 2024 Annual Report

DCOA **Board of Directors**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

"My favorite part of serving on the DCOA Board is witnessing how our efforts directly impact the community by creating opportunities for businesses and individuals alike. It's an honor to help shape Abilene's future and contribute to its success."

Shea Hall | Chair
Abilene Business Owner

"Serving on the DCOA Board allows me to collaborate with visionary leaders who are passionate about making Abilene a thriving hub for innovation and growth. I value the chance to contribute to meaningful projects that make a difference."

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"I love being part of an organization that is committed to advancing Abilene's economic potential while staying rooted in the values that make our community unique. It's inspiring to work toward a shared vision of growth and prosperity."

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President | HGN Operating

DCOA **Team** - Economic Development Professionals

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

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Economist Ray Perryman - Annual Impact of DCOA

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PRIMAL
tigé

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City Council
Agenda Memo

City Council Meeting Date: 7/24/2025

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

FROM: **Misty Mayo, CEO Development Corporation of Abilene**

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc. *(Misty Mayo)***

GENERAL INFORMATION

Approve DCOA's Annual Budget

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY 26 Budget
2. 2025-07-24 DCOA - City Council Meeting - FY 2026 Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") FISCAL YEAR 2026 BUDGET.

WHEREAS, on May 29, 2025, the DCOA approved a Fiscal Year 2026 Budget (the "**FY26 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the FY26 Budget.

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

PART 1. The City of Abilene hereby approves the FY26 Budget.

PART 2. The City of Abilene's approval of the FY26 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures, as set forth in the FY26 Budget, as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 24th day of July, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

SCALING FOR THE FUTURE IN FY 2026

Building the Future Abilene

TOTAL FY 2026 REVENUE CHANGE	TOTAL FY 2026 OPERATING EXPENSE CHANGE
$57,485 +0.31%	$695,541 +8.79%

Key Adjustments:

Lease Revenue:
-$258,725 | Line 2

Following Pactiv Evergreen's acquisition, their lease of the DCOA-owned facility is scheduled to conclude in FY 2025. The DCOA is actively marketing the site to prospective companies.

Salaries & Benefits:
$196,651 | Line 5

The DCOA plans to expand its team of economic development professionals (currently budgeted for 12) by allocating funds for 13 full-time equivalents.

Business Retention and Expansion Initiatives:
$600,000 | Line 22

The DCOA will bolster the Business Retention & Expansion Program, supporting local, existing companies related to their company expansions, primary job growth, and job retention. Barriers inhibiting growth for primary employers have been identified and the DCOA will continue to seek to address these barriers.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

PROPOSED FISCAL YEAR 2026 **BUDGET**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
1	Investment & Interest Income	$ 129,380	$ 129,380	$ -
2	Lease Revenue	$ 3,266,518	$ 3,525,243	$ (258,725)
3	Sales Tax Revenue	$ 15,391,618	$ 15,075,408	$ 316,210
4	**Total Revenue**	**$ 18,787,516**	**$ 18,730,031**	**$ 57,485**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
5	Employee Salaries & Benefits	$ 1,986,325	$ 1,789,674	$ 196,651
6	Business Insurance	$ 684,144	$ 684,144	$ -
7	IT Software, Cybersecurity & Equipment	$ 190,743	$ 182,850	$ 7,893
8	Marketing & Brand Management	$ 1,539,162	$ 1,507,541	$ 31,621
9	Office Furniture, Equipment, and Supplies	$ 137,000	$ 137,000	$ -
10	Professional Education & Training	$ 125,000	$ 125,000	$ -
11	Consulting & Strategic Studies	$ 402,000	$ 400,000	$ 2,000
12	Facilities & Land Management	$ 1,057,800	$ 1,020,000	$ 37,800
13	Property Taxes	$ 16,896	$ 15,360	$ 1,536
14	Utilities	$ 82,280	$ 82,280	$ -
15	**Total Operating Expenses (Lines 5-14)**	$ 6,221,349	$ 5,943,849	$ 277,500

Anticipated Marketing & Brand Management Expenses
Direct Marketing Campaigns
Marketing Missions *(Requiring Travel)*
Website Upgrades & Lead Capture
Print and Digital Advertising
Search Engine Optimization
Social Media
Digital Asset Library Development
Customer Relationship Management *(CRM)* Automation Tools
Business Attraction
Printed Material and Other Collateral

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

PROPOSED FISCAL YEAR 2026 **BUDGET**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
16	Military Affairs Initiatives - Dyess Air Force Base Retention	$ 437,000	$ 437,000	$ -
17	Abilene Regional Growth Alliance	$ 300,000	$ 325,000	$ (25,000)
18	Small Business Development Center *(Includes Entrepreneurial Programs)*	$ 253,000	$ 253,000	$ -
19	Abilene Regional Airport Business Development	$ 100,000	$ 231,959	$ (131,959)
20	Entrepreneurial Programs (Including ACU Griggs Center)	$ -	$ 25,000	$ (25,000)
21	Workforce Development Initiatives	$ 400,000	$ 400,000	$ -
22	Business Retention & Expansion Initiatives *(Includes Entrepreneurial Programs)*	$ 900,000	$ 300,000	$ 600,000
23	**Total Operating Expenses (Lines 16-22)**	$ 2,390,000	**$ 1,971,959**	**$ 418,041**

24	**TOTAL OPERATING EXPENSES** **Line 15 ($6,221,349) + Line 23 ($2,390,000) = $8,611,349**	**$ 8,611,349**	**$ 7,915,808**	**$ 695,541**

25	**Amount Reserved for Incentives & Capital Expenditures** **Line 4 ($18,787,516) - Line 24 ($8,611,349) = Line 29**	**$ 10,176,167**	**$ 10,814,223**	**$ (638,056)**

	FY 2026 Incentives & Capital Expenditures Budget	FY 2026 Proposed Budget	FY25 Budget Amount	$ Change Compared to FY 2025 Budget
26	FY 2026 Business Development Incentives	$ 3,719,826	$ 5,000,000	$ (1,280,174)
27	FY 2026 Capital Improvement Projects	$ 2,000,000	$ 2,000,000	$ -
28	FY 2026 Land Acquisition & Improvements	$ 4,456,342	$ 3,814,223	$ 642,119
29		**$ 10,176,167**	$ 10,814,223	$ (638,056)

PROPOSED FISCAL YEAR 2026 **BUDGET**

Total FY 2026 Budgeted Revenues (Line 4)	$	18,787,516
Total Operating Expenses (Line 24)	$	(8,611,349)
Total Incentives & Capital Expenditures (Line 29)	$	(10,176,167)
Total Change in Net Assets for FY 2026	$	-

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

PREVIOUSLY APPROVED EXISTING MULTI-YEAR
ECONOMIC DEVELOPMENT CONTRACTS

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Previously Approved Active Multi-Year Economic Development Contracts Providing Noncash* Incentives	Approved & Contracted Multi-Year Incentive Amount	Anticipated Percentage of Noncash Incentive Earned by End of Fiscal Year 2026
BE in Abilene | 2019	$ 200,000	100%
Hartmann's Inc. | Project ISO | 2020	$ 900,000	0%
Bavarian Polymers | Project Threshold | 2020	$ 400,000	100%
BE in Abilene | 2020	$ 250,000	100%
Primal Pet Group | Project Tiger | 2021	$ 3,160,000	49%
United Ag & Turf | Project Grasshopper | 2021	$ 300,000	77%
Primal Pet Group | Project Fox Hill | 2022	$ 1,372,988	53%
BWJ Metalworks | Project Maverick | 2022	$ 100,000	77%
Hardin-Simmons University | Project Campo | 2023	$ 49,900	100%
R&L Carriers | Project Bay | 2025	$ 1,495,000	25%
TOTAL Multi-Year Economic Development Incentives Earning Principal Reductions	**$ 8,227,888**	**47%**

FY 2026 Forecasted Depreciation on Assets Used for Economic Development	Accumulated Depreciation Recognized (Noncash*)
Buildings & Improvements	$ 721,041
Improvements other than buildings	$ 786,753
Total Fixed Assets	**$ 1,507,794**

*Estimates reflect previously approved, noncash expenses (asset depreciation or loan forgiveness) tied to company partners meeting requirements as outlined in the company's economic development contract.

PREVIOUSLY APPROVED EXISTING MULTI-YEAR
ECONOMIC DEVELOPMENT CONTRACTS

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DEVELOPMENT CORPORATION OF ABILENE

Previously Approved Active Multi-Year Economic Development Agreements Providing Cash* Incentives	Approved & Contracted Multi-Year Budget	Anticipated Percentage of Cash Incentive Earned By End of FY 2026
Texas State Technical College New Abilene Campus | 2017	$4,179,600	62%
Great Lakes Cheese | Project Legacy | 2021	$30,000,000	93%
Marigold & Fulwiler St. Upgrade / EDA Matching Grant | 2021	$3,000,000	32%
Abilene Christian University Next Lab | Project Future Hope | 2021	$2,930,000	60%
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AbiMar Foods | Project Zephyr | 2024	$463,100	100%
Airtite Windows | Project Shift | 2024	$120,000	100%
AcuFloor | Project Balance | 2024	$17,000	100%
City Street Maintenance Fund | FY 2024–2028	$10,000,000	70%
Project Hamilton | 2025	$650,000	67%
TOTAL Multi-Year Economic Development Contracts	**$93,604,450**	**75%**

*These are the estimated cash disbursements for the incentives earned by companies contracted with DCOA that have been previously approved in prior years.

Crusoe on Lancium Clean Campus

DevelopAbilene
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VISION

To build the future Abilene.

MISSION

To lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

SCALING FOR THE FUTURE IN FY 2026

Building the Future Abilene

TOTAL FY 2026 REVENUE CHANGE	TOTAL FY 2026 OPERATING EXPENSE CHANGE
$57,485 +0.31%	$695,541 +8.79%

Key Adjustments:

Lease Revenue:
-$258,725 | Line 2

Following Pactiv Evergreen's acquisition, their lease of the DCOA-owned facility is scheduled to conclude in FY 2025. The DCOA is actively marketing the site to prospective companies.

Salaries & Benefits:
$196,651 | Line 5

The DCOA plans to expand its team of economic development professionals (currently budgeted for 12) by allocating funds for 13 full-time equivalents.

Business Retention and Expansion Initiatives:
$600,000 | Line 22

The DCOA will bolster the Business Retention & Expansion Program, supporting local, existing companies related to their company expansions, primary job growth, and job retention. Barriers inhibiting growth for primary employers have been identified and the DCOA will continue to seek to address these barriers.

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PROPOSED FISCAL YEAR 2026 **BUDGET**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
1	Investment & Interest Income	$ 129,380	$ 129,380	$ -
2	Lease Revenue	$ 3,266,518	$ 3,525,243	$ (258,725)
3	Sales Tax Revenue	$ 15,391,618	$ 15,075,408	$ 316,210
4	**Total Revenue**	**$ 18,787,516**	**$ 18,730,031**	**$ 57,485**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
5	Employee Salaries & Benefits	$ 1,986,325	$ 1,789,674	$ 196,651
6	Business Insurance	$ 684,144	$ 684,144	$ -
7	IT Software, Cybersecurity & Equipment	$ 190,743	$ 182,850	$ 7,893
8	Marketing & Brand Management	$ 1,539,162	$ 1,507,541	$ 31,621
9	Office Furniture, Equipment, and Supplies	$ 137,000	$ 137,000	$ -
10	Professional Education & Training	$ 125,000	$ 125,000	$ -
11	Consulting & Strategic Studies	$ 402,000	$ 400,000	$ 2,000
12	Facilities & Land Management	$ 1,057,800	$ 1,020,000	$ 37,800
13	Property Taxes	$ 16,896	$ 15,360	$ 1,536
14	Utilities	$ 82,280	$ 82,280	$ -
15	**Total Operating Expenses (Lines 5-14)**	$ 6,221,349	$ 5,943,849	$ 277,500

Anticipated Marketing & Brand Management Expenses
Direct Marketing Campaigns
Marketing Missions *(Requiring Travel)*
Website Upgrades & Lead Capture
Print and Digital Advertising
Search Engine Optimization
Social Media
Digital Asset Library Development
Customer Relationship Management *(CRM)* Automation Tools
Business Attraction
Printed Material and Other Collateral

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DEVELOPMENT CORPORATION OF ABILENE

PROPOSED FISCAL YEAR 2026 **BUDGET**

	Budget Category	FY 2026 Proposed Budget	FY 2025 Budget	$ Change Compared to FY 2025 Budget
16	Military Affairs Initiatives - Dyess Air Force Base Retention	$ 437,000	$ 437,000	$ -
17	Abilene Regional Growth Alliance	$ 300,000	$ 325,000	$ (25,000)
18	Small Business Development Center *(Includes Entrepreneurial Programs)*	$ 253,000	$ 253,000	$ -
19	Abilene Regional Airport Business Development	$ 100,000	$ 231,959	$ (131,959)
20	Entrepreneurial Programs (Including ACU Griggs Center)	$ -	$ 25,000	$ (25,000)
21	Workforce Development Initiatives	$ 400,000	$ 400,000	$ -
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The DCOA has played a key role in the creation or retention of

1 OF EVERY 3 ABILENE JOBS

The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA

Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@AbileneDCOA.com

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets.
Available land is a competitive advantage for Abilene in attracting company expansions.