



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 August 14, 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. Deputy Mayor Pro-tem Blaise Regan

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 Special Called Budget Meeting Held on July 21, 2025, the Special Called Budget Meeting Held on July 22, 2025 and the Regular Meeting Held on July 24, 2025 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the FY25 FAA Airport Improvement Program Grant. **(Don Green)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2026 International MV607 Flatbed Stake Trucks with CM 14ft body from Roberts Truck Center, Abilene TX for Water Distribution and Solid Waste **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2026 Freightliner M2-106 Ledwell 5-6 Yard Dump Trucks from Houston Freightliner, Houston TX for Water Distribution **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Pricing Amendment for the Purchase of Two (2) PPV Pickups for the Marshal's Division Authorized in Resolution 077-2025 **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the purchase of One (1) One-Ton Utility Truck for Water Distribution from Lawrence Hall Chevrolet of Abilene, TX through CB-2546 **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the purchase of Two (2) 2026 Chevrolet CK31003 Utility Trucks with Valve Turning Machines for Water Distribution from Lawrence Hall Chevrolet of Abilene, TX through CB-2547 **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement with West Texas Health PLLC for Abilene Police Department Health & Wellness Exams **(Rondell Seratte)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Amendment to the Abilene Convention and Visitors Bureau FY 2025 Budget **(Marjorie Knight)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements at the Northeast Water Treatment Plant **(Matthew Dane)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Hargesheimer Water Treatment Plant Backwash Pipe Replacement Project (CB-2545) to Dowtech Specialty Contractors **(Matthew Dane)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Hamby Blower VFD Replacement Project **(Matthew Dane)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Signature Automation, LLC for SCADA System Restoration Phase 1 **(Matthew Dane)**
15. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of a Replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump **(Matthew Dane)**
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Designating Signature Authority for Utility Relocation Documents Required by TXDOT for the IH-

20 Relocation Project (Matthew Dane)

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in the Recovery and Deployment of Technologies from Delbert Dee Lott (Troy Swanson)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

18. **Presentation:** Receive a Report and Hold a Discussion and Public Hearing on Emergency Preparedness (Vincent Cantu)
19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, 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)
20. **Ordinance (Final Reading) CUP-2025-13:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner To Apply A Conditional Use Permit To Allow A Freight Container Within Planned Development District 52 (PDD-52). Located At 4338 Rio Mesa Drive. (Tim Littlejohn)
21. **Ordinance (Final Reading) CUP-2025-14:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Allow A Freight Container Within General Commercial (GC). Located At 358 East South 11th Street. (Tim Littlejohn)
22. **Ordinance (Final Reading) Z-2025-19:** Receive a Report, Hold a Discussion and Public Hearing, 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)
23. **(Remove from Table) 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)
24. **(Remove from Table) 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)
25. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 20, "Offenses," Article VII, "Alcoholic Beverages," Code of Ordinances to regulate the hours of operation of Bring Your Own Beverage (BYOB) Establishments (Stanley Smith)
26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Nomination for an Application for Texas Enterprise Zone Program (EZIP) for Blue Cross and Blue Shield of Texas (Emily Crawford)

EXECUTIVE SESSION

27. **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
14. Tracey Freeman v. City of Abilene, Case No. 13596-D; In the District Court of Taylor County, 350th Judicial District, filed on July 8, 2025
15. Bronson Joseph Serasio v. C Davis, City of Abilene Police Department; Case No. 25SC-11643J11; In The Small Claims Court, Precinct 1, Place 1, Taylor County, Texas, filed July 21, 2025
16. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of Texas, San Antonio Division; filed May 28, 2025
17. Listing of Pending Lawsuits on Agendas

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Project Surf
2. Lancium Project

RECONVENE

BUDGET ORDINANCES

28. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2024-2025 Budget
29. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2025-2026 Budget
30. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and

Take Action on Setting the Tax Levy

31. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2025-2026

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 8th day of August, 2025, at 1:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

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 Special Called Budget Meeting Held on July 21, 2025, the Special Called Budget Meeting Held on July 22, 2025 and the Regular Meeting Held on July 24, 2025 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Special Called Budget Meeting Held on July 21, 2025, the Special Called Budget Meeting Held on July 22, 2025 and the Regular Meeting Held on July 24, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-21-2025 Minutes - Special - Budget
2. 07-22-2025 Minutes - Special - Budget
3. 07-24-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING

July 21, 2025 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

The City Council of the City of Abilene, Texas met in Special Session on July 21, 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.

Councilmember Travis Craver led the invocation and led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

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

- Tammy Fogle

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

BUDGET WORKSHOP

2. Staff Presentation on the Revised FY 2024-2025 and Proposed FY 2025-2026 Budgets

City Manager Emily Crawford provided the overview of the proposed schedule for budget work sessions.

- Budget Workshop
 - First Reading 2024-2025 Revised Budget
 - First Reading 2025-2026 Budget
 - First Reading Tax Rate
 - First Reading Fee Schedule
- Public Hearing and Adoption of:
 - 2024-2025 Revised Budget
 - Tax Rate
 - 2025-2026 Budget
 - Fee Schedule

Councilmember Craver left the room from approximately 9:00 am to 10:12 am.

The Revised FY 2024-2025 and Proposed FY 2025-2026 Budgets information was presented by Marjorie Knight, Director of Finance, as follows:

General Fund – Budget Summary

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Taxes & Franchises	\$ 110,604,128	\$ 112,946,030	\$ 118,569,610	\$ 120,606,590
Licenses & Permits	1,499,948	1,257,980	1,257,980	1,419,230
Intergovernmental Revenue	175,436	124,700	116,700	121,040
Charges for Services	1,490,932	1,343,655	1,343,655	1,463,615
Fines & Forfeitures	994,108	982,340	790,870	695,140
Miscellaneous Revenue	13,810,226	13,196,646	12,968,782	13,463,456
Transfers In	2,574,903	2,583,000	2,583,000	3,117,000
Total Revenues	131,149,681	132,434,351	137,630,597	140,886,071
Expenditures				
Personnel Costs	90,094,944	94,764,226	94,081,186	102,681,426
Supplies & Materials	3,965,915	4,149,916	4,090,012	4,631,114
Purchased Services	4,722,532	5,289,713	5,680,810	5,798,297
Other Charges & Services	15,985,098	16,340,508	16,431,112	17,306,686
Capital Outlay	5,095	-	-	25,000
Transfers Out	22,251,161	11,889,988	20,074,399	10,443,548
Total Expenditures	137,024,745	132,434,351	140,357,519	140,886,071
Net Revenues Over (Under) Expenditures	(5,875,064)	-	(2,726,922)	-
Fund Balance Beginning, October 1	40,632,946	32,670,827	34,757,882	32,030,960
Fund Balance Ending, September 30	\$ 34,757,882	\$ 32,670,827	\$ 32,030,960	\$ 32,030,960

General Fund FY 2025 **REVISED** Revenue Changes from Original Budget

\$132.4 Million → \$137.6 Million

Category	Description	Increase (Decrease)
Sales tax	Increase of 13%	\$ 5,693,950
Municipal Court fines	Decrease in citation collections	(191,470)
Investment income	Decrease in interest rates	(298,590)
All other changes		(7,644)
Total increase in revenues		\$ 5,196,246

General Fund FY 2025 **REVISED** Expenditure Changes from Original Budget

\$132.4 Million → \$140.3 Million

Category	Description	Increase (Decrease)
Personnel costs	7 new police officers beginning August	\$100,884
	Salary savings from vacancies	(783,924)
Purchased services	Elections \$55k, backup building inspection services \$115k	170,000
Transfers out	FY 24 excess fund balance transfer to MIP	2,029,154
	FY 24 excess fund balance transfer to fund AYSA Year 2	800,000
	Surplus sales tax and adjusted sales tax transfer	4,256,225
	Pre-fund Rebuild ABI for 2026	1,000,000
All other changes		350,829
Total increase in expenditures		\$ 7,923,168



General Fund Proposed FY 2026 Revenue Changes from FY 2025 Revised Budget

\$137.6 Million → \$140.9 Million

Category	Description	Increase (Decrease)
Property tax	8% increase in taxable values and increase in tax rate	\$3,093,240
Sales tax	Decrease for one-time payments offset with 3.5% growth	(1,571,530)
Licenses & Permits	Increase building permit fees	161,250
Miscellaneous	Personnel recoveries and indirect cost	737,182
Transfers	One-time transfer from Self-Insurance Fund	500,000
	All other changes	335,332
Total increase in revenues		\$3,255,474

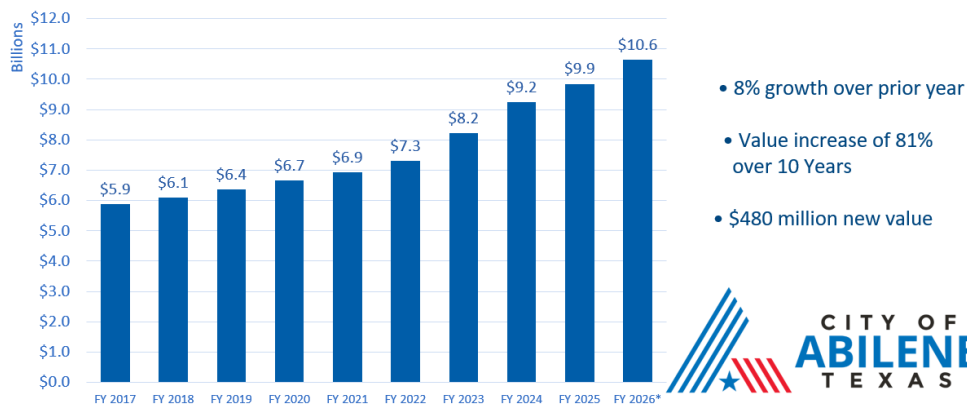


General Fund Proposed FY 2026 Expenditure Changes from FY 2025 Revised Budget

Category	Description	Increase (Decrease)
Personnel costs	Meet & Confer payroll increase	\$2,862,658
	Noncivil 3% payroll increase	1,039,146
	New positions (Heritage Square, Recreation Centers, Finance reorg)	1,215,609
	Full year impact of new police officers, firefighters, civil service step progression	1,592,510
	Reversal of vacancy savings (\$784k) and increase in city health contributions (\$314k)	1,097,427
Other services	Heritage Square lease (prorated)	432,900
Transfers out	Decrease transfers to MIP, Rebuild ABI, 380 Agreement	(9,217,851)
Various categories	Demos \$150k, traffic signal maintenance \$249k	399,000
All other changes		1,107,153
Total increase in expenditures		\$528,552



Net Taxable Property Values





Schedule of Tax Rate Per \$100 Assessed Valuation FY 2017-FY 2026

Fiscal Year	General Operating	General Debt Service	Total Tax Rate
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851
2023	.5988	.1633	.7621
2024	.5918	.1410	.7328
2025	.5951	.1656	.7607
2026	.5967	.1708	.7675

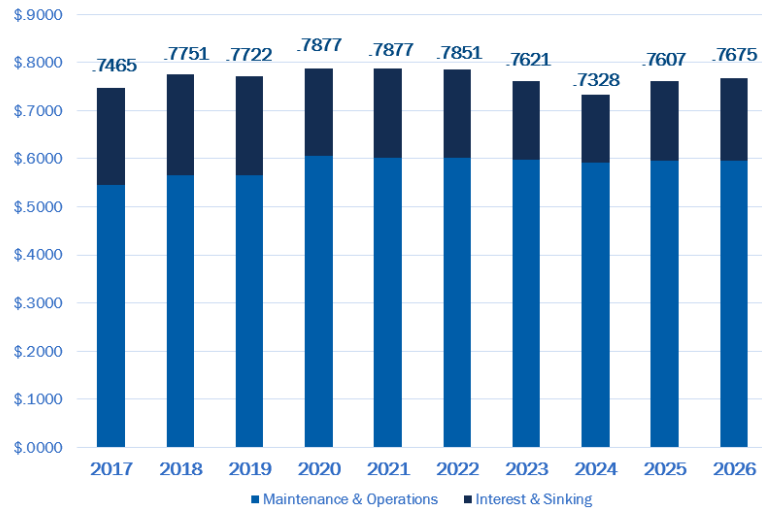
M&O ↑ \$.0016 or
\$1.60 per \$100k home value

Debt Service ↑ \$.0052 or
\$5.20 per \$100k home value

INCREASE TOTAL TAX RATE
Tax Rate ↑ \$.0068 or
\$6.80 per \$100k home value



Historical Tax Rates Per \$100 Valuation



Water & Sewer Operating Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Charges for Services				
Water Charges	\$ 53,276,789	\$ 57,917,479	\$ 57,917,479	\$ 61,355,847
Sewer Charges	19,425,569	21,258,360	21,258,360	23,378,577
Other Charges	473,699	1,060,000	1,060,000	1,060,000
Miscellaneous Revenue				
Investment Income	1,179,053	1,011,810	961,810	913,720
Rents & Royalties	122,442	82,910	82,910	82,910
Recoveries of Expenditures	197,310	129,690	129,690	129,690
Other Income	179,113	5,130	5,130	5,130
Sale of Assets	(34,568)	-	-	-
Total Revenues	74,819,409	81,465,379	81,415,379	86,925,874
Expenditures				
Water Administration	2,971,863	4,186,697	4,244,184	4,257,127
Customer Service*	5,808,042	6,472,980	6,458,295	2,751,258
Water Production	8,193,018	8,506,145	8,544,406	8,694,041
Water Treatment	7,025,764	9,940,957	9,797,138	9,951,523
Water Distribution	8,473,454	9,482,099	9,451,216	10,092,216
Wastewater Collection	2,570,483	2,788,144	2,735,537	2,823,286
Wastewater Treatment	4,737,146	5,352,069	5,357,902	5,472,831
Environmental Lab	2,008,560	2,624,870	2,801,450	2,316,102
Utility Special Services*	36,321,690	31,778,912	36,640,736	40,567,490
Total Expenditures	78,110,020	81,332,873	86,030,864	86,925,874
Net Revenues Over (Under) Expenditures	(3,290,611)	132,506	(4,615,485)	-
Fund Balance Beginning, October 1	26,698,459	18,303,938	23,407,848	18,792,363
Fund Balance Ending, September 30	\$ 23,407,848	\$ 18,436,444	\$ 18,792,363	\$ 18,792,363

Water & Sewer Operating Fund FY 2025 **Revised** Revenue Changes from Original Budget

\$81.5 Million → \$81.4 Million

Category	Description	Increase (Decrease)
Investment income	decrease in rates	(50,000)
Total decrease in revenues		\$(50,000)

Water & Sewer Operating Fund FY 2025 **Revised** Expenditure Changes from Original Budget

\$81.3 Million → \$86.0 Million

Category	Description	Increase (Decrease)
Personnel	Salary savings	\$(390,722)
Other charges and services	Utilities	131,570
Transfers out	Funding for capital projects (excess fund balance)	4,880,238
All other changes		76,905
Total increase in expenditures		\$4,697,991

Water & Sewer Operating Fund FY 2026 Revenue Changes from FY 2025 Revised Budget

\$81.4 Million → \$86.9 Million

Category	Description	Increase (Decrease)
Charges for services	Water rate increases (year 5 of 5-year rate plan)	\$3,438,368
	Sewer rate increases (year 5 of 5-year rate plan)	2,120,217
All other changes		(48,090)
Total increase in revenues		\$5,510,495

Water & Sewer Operating Fund FY 2026 Expenditure Changes from FY 2025 Revised Budget

\$86.0 Million → \$86.9 Million

Category	Description	Increase (Decrease)
Personnel	3% pay raise	\$332,349
	New positions	406,780
Other Charges & Services	Increase in interfund and internal charges	898,889
Capital Outlay	Remove prior year one-time purchases	(504,000)
Transfers Out	Decrease in capital project transfers	(1,878,631)
	Increase in debt service transfers	1,191,367
All other changes		448,256
Total increase in expenditures		\$895,010

Street Maintenance Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Street Maintenance Fee	\$ 7,277,034	\$ 7,256,450	\$ 7,256,450	\$ 7,256,450
Investment Income	247,402	150,000	150,000	142,500
Contributions & Donations	1,657,299	-	-	3,641,350
Transfers In	4,840,900	4,840,900	4,840,900	4,840,900
Total Revenues	14,022,635	12,247,350	12,247,350	15,881,200
Expenditures				
Supplies & Materials	781,346	1,040,900	958,884	1,040,900
Purchased Services	6,420	-	-	-
Transfers Out - Street Project Fund	15,899,880	10,775,000	11,288,466	14,840,300
Total Expenditures	16,687,646	11,815,900	12,247,350	15,881,200
Net Revenues Over (Under) Expenditures	(2,665,011)	431,450	-	-
Fund Balance Beginning, October 1	6,029,487	2,593,839	3,364,476	3,364,476
Fund Balance Ending, September 30	\$ 3,364,476	\$ 3,025,289	\$ 3,364,476	\$ 3,364,476

Budget highlights:

- DCOA contributions of \$3.61 million for projects
- Up to \$14.84 million in street projects can be funded in 2026

Health Services Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Licenses & Permits	\$ 308,539	\$ 294,500	\$ 300,500	\$ 301,500
Intergovernmental Revenue				
Federal Grants & Programs	1,665,550	2,363,213	1,971,597	1,682,209
State Grants & Contracts	983,920	866,496	912,784	1,327,894
County & Other Agency Grants	272,410	283,720	283,720	273,600
Charges for Services	525,374	730,170	543,451	507,200
Miscellaneous Revenue	134,507	548,510	620,510	169,450
Transfers In	1,610,000	1,610,000	1,610,000	1,610,000
Total Revenues	5,500,300	6,696,609	6,242,562	5,871,853
Expenditures				
Public Health Administration	1,109,126	1,087,929	1,119,472	1,376,298
Women, Infant & Children (WIC)	812,781	940,473	1,119,731	1,230,927
Health Lab	277,465	285,424	266,668	305,272
Environmental Health	385,986	436,597	537,121	464,663
Vital Statistics	125,177	138,609	130,797	139,195
Mercy Clinic	763,451	786,364	739,644	681,575
Minor Grants	932,930	1,189,106	1,181,307	1,150,906
Refugee ²	504,180	771,327	262,594	-
Immunizations	506,255	649,099	618,116	491,231
Child Advocacy Center ¹	-	501,230	513,347	590,479
Total Expenditures	5,417,351	6,786,158	6,508,797	6,430,546
Net Revenues Over (Under) Expenditures	82,949	(89,549)	(266,235)	(558,693)
Fund Balance Beginning, October 1	1,143,949	1,036,431	1,226,898	960,663
Fund Balance Ending, September 30	\$ 1,226,898	\$ 946,882	\$ 960,663	\$ 401,970

Budget highlights:

- Refugee program discontinued due to federal funding cuts
- Funding for family planning program discontinued
- Uncertainty on funding for Immunization programs
- Planned use of fund balance in 2025 and 2026

Airport Operating Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Intergovernmental Revenue				
Federal Grants & Programs	\$ 110,897	\$ -	\$ -	\$ -
State Grants & Contracts	93,665	75,000	100,000	100,000
Charges for Services	2,315,185	2,012,671	2,149,331	2,111,087
Miscellaneous Revenue	704,202	793,555	808,555	671,512
Total Revenues	3,223,949	2,881,226	3,057,886	2,882,599
Expenditures				
Personnel Costs	1,879,290	1,960,146	1,896,028	1,859,186
Supplies & Materials	191,995	217,885	209,305	224,640
Purchased Services	137,404	154,196	154,196	203,419
Other Charges & Services	901,757	1,032,836	1,049,896	920,041
Total Expenditures	3,110,446	3,365,063	3,311,425	3,207,286
Net Revenues Over (Under) Expenditures	113,503	(483,837)	(253,539)	(324,687)
Fund Balance Beginning, October 1	1,575,278	896,866	1,688,781	1,435,242
Fund Balance Ending, September 30	\$ 1,688,781	\$ 413,029	\$ 1,435,242	\$ 1,110,555

Budget highlights:

- Planned use of fund balance in 2025 and 2026
- The Airport was transferred out of the General Fund and established as a separate enterprise fund in 2022 and continues efforts towards becoming self-sufficient

Transit Fund (CityLink)

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Intergovernmental Revenue				
Federal Grants & Programs	\$ 2,769,391	\$ 2,964,164	\$ 2,894,289	\$ 3,000,277
State Grants & Contracts	467,919	447,462	473,274	442,274
Charges for Services	406,478	371,000	369,000	539,500
Miscellaneous Revenue	89,152	11,210	38,375	7,710
Transfers In	2,096,777	2,119,650	2,119,650	2,119,650
Total Revenues	5,829,718	5,913,486	5,894,588	6,109,411
Expenditures				
Supplies & Materials	522,363	698,180	612,730	591,630
Purchased Services	2,538,990	2,558,082	2,520,252	2,989,573
Other Charges & Services	2,515,094	2,651,654	2,625,306	2,948,512
Total Expenditures	5,576,447	5,907,916	5,758,288	6,529,715
Net Revenues Over (Under) Expenditures	253,271	5,570	136,300	(420,304)
Fund Balance Beginning, October 1	711,578	752,735	964,849	1,101,149
Fund Balance Ending, September 30	\$ 964,849	\$ 758,305	\$ 1,101,149	\$ 680,845

Budget highlights:

- Increase in passenger fares - \$171k
- Wage adjustment for CityLink staff - \$743k
- Planned use of fund balance

Solid Waste Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Charges for Services	\$ 20,102,205	\$ 22,947,535	\$ 22,947,535	\$ 22,989,277
Miscellaneous Revenue	288,050	174,210	174,210	165,730
Total Revenues	20,390,255	23,121,745	23,121,745	23,155,007
Expenditures				
Personnel Costs	5,236,128	5,460,131	5,436,562	5,731,394
Supplies & Materials	129,798	227,010	257,478	272,980
Purchased Services	3,480,673	3,401,133	3,208,133	2,956,221
Other Charges & Services	7,037,965	7,423,769	7,429,289	7,905,417
Capital Outlay	261,589	750,000	443,500	450,000
Transfers Out	4,724,046	4,960,000	5,260,000	4,300,000
Total Expenditures	20,870,199	22,222,043	22,034,962	21,616,012
Net Revenues Over (Under) Expenditures	(479,944)	899,702	1,086,783	1,538,995
Fund Balance Beginning, October 1	4,760,523	5,107,948	4,280,579	5,367,362
Fund Balance Ending, September 30	\$ 4,280,579	\$ 6,007,650	\$ 5,367,362	\$ 6,906,357

Budget highlights:

- 3 new full-time positions
- Expense reduction to landfill fees for new contract

Stormwater Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Charges for Services	\$ 3,616,325	\$ 3,651,764	\$ 3,651,764	\$ 3,767,314
Fines	-	1,000	1,000	1,000
Miscellaneous Revenue	147,416	122,330	122,330	120,290
Total Revenues	3,763,740	3,775,094	3,775,094	3,888,604
Expenditures				
Personnel Costs	1,480,573	1,632,905	1,601,180	1,694,224
Supplies & Materials	200,674	308,229	153,455	218,684
Purchased Services	75,463	137,430	137,430	108,530
Other Charges & Services	1,812,195	1,680,424	1,680,584	1,604,479
Capital Outlay	-	-	-	100,000
Transfers Out	205,300	-	154,774	90,000
Total Expenditures	3,774,205	3,758,988	3,727,423	3,815,917
Net Revenues Over (Under) Expenditures	(10,465)	16,106	47,671	72,687
Fund Balance Beginning, October 1	1,945,594	1,862,233	1,935,129	1,982,800
Fund Balance Ending, September 30	\$ 1,935,129	\$ 1,878,339	\$ 1,982,800	\$ 2,055,487

Budget highlights:

- 4% fee increase to residential and commercial rates per square foot - \$116k
- Design services for downtown underpass project - \$100k

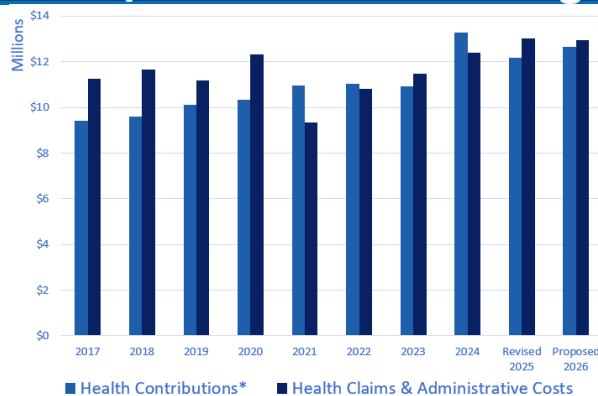
Self-Insurance Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Charges for Services	\$ 15,249,118	\$ 16,495,885	\$ 16,165,730	\$ 16,856,250
Miscellaneous Revenue	2,782,005	797,788	797,788	759,973
Transfers In	200,000	200,000	200,000	-
Total Revenues	18,231,123	17,493,673	17,163,518	17,616,223
Expenditures				
Personnel Costs	573,733	513,550	520,283	531,487
Supplies & Materials	23,636	44,359	41,380	53,079
Purchased Services	275,481	241,660	222,164	241,510
Other Charges & Services	16,353,082	16,812,103	17,454,588	17,481,080
Transfers Out	60,052	-	57,200	500,000
Total Expenditures	17,285,984	17,611,672	18,295,615	18,807,156
Net Revenues Over (Under) Expenditures	945,139	(117,999)	(1,132,097)	(1,190,933)
Fund Balance Beginning, October 1	7,663,863	7,716,185	8,609,002	7,476,905
Fund Balance Ending, September 30	\$ 8,609,002	\$ 7,598,186	\$ 7,476,905	\$ 6,285,972

Budget highlights:

- Health plan rates include 2.5% increase in employee rate for base and buy-up plans and 5% increase to city rate
- Health/prescription claims expense projected to increase \$518k
- One-time transfer to General Fund of \$500k

Health Contributions compared to Health Claims/Administrative Charges



*Includes stop loss reimbursements

Health Insurance Plan Changes

	2026 Proposed (2.5% EE Increase)	2026 Proposed (2.5% EE Increase)	2026 Proposed
Employee Premiums-monthly cost	Base Plan	Buy Up Plan	High Deductible Health Plan
Employee only	\$164 \$168	\$239 \$245	\$90
Employee+children	\$361 \$370	\$511 \$523	\$230
Employee+spouse	\$624 \$639	\$874 \$896	\$375
Employee+family	\$722 \$740	\$1,011 \$1036	\$500
City Contributions	\$708 \$744 per employee monthly	\$708 \$744 per employee monthly	\$708 \$744 per employee monthly + \$1,000 annually to HDHP
Medical Copay	\$50/\$75	\$35/\$60	100% after deductible
Prescription Copay	\$15/\$50/\$70/\$150	\$15/\$50/\$70/\$150	100% after deductible
Deductible	\$3,000/\$6,000 \$7,500/\$15,000	\$1,500/\$3,000 \$5,500/\$11,000	\$4,500/\$9,000 \$4,500/\$9,000

SELECTED PROJECTS & MULTI-YEAR FUNDS

Infill Development Fund (Rebuild ABI)

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfer from General Fund	\$ 1,000,000	\$ 718,270	\$ 1,718,270	\$ -
Transfer from Minor Improvement Fund	-	281,730	281,730	-
Interest Earnings	44,953	-	30,000	-
Total Revenues	1,044,953	1,000,000	2,030,000	-
Expenditures				
Rebuild ABI	260,813	1,000,000	1,814,140	1,000,000
Total Expenditures	260,813	1,000,000	1,814,140	1,000,000
Net Revenues Over (Under) Expenditures	784,140	-	215,860	(1,000,000)
Fund Balance Beginning, October 1	-	-	784,140	1,000,000
Fund Balance Ending, September 30	\$ 784,140	\$ -	\$ 1,000,000	\$ -

Life-to-date as of July 12th:

- **FUNDING AVAILABLE \$2,091,733**
- **GRANTS AWARDED \$2,037,999**
 - \$629k expended
 - \$1.409 million committed

Fire Apparatus Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfer from General Fund	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,000,000
Transfer from MIP	1,000,000	-	-	-
Miscellaneous Recoveries	51,535	-	29,919	-
Interest Earnings	105,849	15,518	72,526	23,829
Total Revenues	2,257,384	1,115,518	1,202,445	1,023,829
Expenditures				
Brush Trucks	15,000	200,000	610,016	-
Cardiac Monitor Lease	-	207,405	206,805	207,405
Electric Vehicle Equipment	-	-	20,600	-
Field Resource Medic Vehicle	56,573	-	124,496	-
Fire Boat Dolly	927	-	-	-
Fire Engines	-	1,815,581	-	1,815,581
Fire iPads	-	-	14,400	-
Fire PPE Software	4,800	-	-	-
Fire Vector Scheduling Software	-	-	21,296	-
Gear Extractor Pumps	13,806	-	-	-
Hazmat Response Vehicle	-	-	603,824	-
Mobile Data Computers	-	201,659	281,259	-
PPE Gear	167,302	-	-	-
Rescue Equipment	58,698	-	-	-
Rescue Vehicle	-	50,000	50,000	-
SCBA	-	-	-	35,000
Swift Water Rescue Equipment	-	-	23,000	-
Thermal Imaging Cameras	14,600	-	-	-
Total Expenditures	331,706	2,474,645	1,955,696	2,057,986
Net Revenues Over (Under) Expenditures	1,925,678	(1,359,127)	(753,251)	(1,034,157)
Fund Balance Beginning, October 1	1,210,458	1,551,849	3,136,136	2,382,885
Fund Balance Ending, September 30	\$ 3,136,136	\$ 192,722	\$ 2,382,885	\$ 1,348,728

Budget highlights:

- One-time reduction in transfer from General Fund of \$100k
- Completion of 4 Fire Engines moved to 2026

Police Apparatus Fund

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfer from General Fund	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,000,000
Transfer from Seized Funds	-	40,000	-	-
Transfer from Fleet	-	286,860	352,039	360,840
Donations	-	-	7,500	-
Interest Earnings	94,281	19,729	27,456	15,881
Total Revenues	1,194,281	1,446,589	1,486,995	1,376,721

Expenditures				
Body worn / In car cameras / RTIC cameras	289,777	493,440	591,335	626,297
Bomb robots	-	400,000	-	-
Bomb suit	38,492	-	-	-
CAD/RMS/Mobile software	-	-	-	500,000
Digital forensics software (Cellebrite)	-	-	19,360	31,161
Drones	-	-	-	49,500
Equipment for new lease vehicles	-	-	68,041	69,742
Gas masks	-	27,300	27,300	-
Hard body armor	18,012	278,910	278,910	-
Interview room software	-	-	20,280	20,787
Investigate pro dongle license	-	3,152	-	-
K-9	-	16,125	31,500	16,000
Launchers	-	-	6,300	-
Leasehold improvements	-	-	-	-
License plate reader (LPR) commercial data	8,736	26,197	24,971	25,970
Mobile command center	300,757	-	-	-
Mobile command center radios	33,023	-	-	-
Mobile data computers	237,816	-	101,863	-
Mobile data computer docks	34,935	15,860	54,762	17,069
Mobile data computer cradles	100,000	58,000	160,900	62,423
Mobile radios	-	118,000	104,799	83,631
Mounted patrol	1,990	-	-	-
Police academy fiber and tv displays	21,492	-	-	-
Power DMS policy tracking software	-	-	21,336	21,869
Public safety analytics platform (Forcemetrics)	25,000	12,608	35,000	35,875
Radar	-	57,620	57,620	-
Real-time information center	153,373	-	9,919	-
Rifles	31,192	-	-	6,600
Soft body armor	29,042	53,944	98,624	55,293
Tasers - 5 year payout	148,870	148,870	148,870	148,870

Budget highlights:

- One-time reduction in transfer from General Fund of \$100k
- Includes \$500k for implementation of a new dispatch and records management system
- Equipment costs for Phase 2 lease vehicles for patrol officers 1:1

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Expenditures - continued				
Ticketwriter message switch	2,704	2,771	5,954	2,981
Ticketwriter printers	-	8,798	25,140	9,680
Ticketwriter site license	38,221	36,400	40,133	40,133
Total Expenditures	1,513,432	1,757,995	1,932,917	1,823,881
Net Revenues Over (Under) Expenditures	(319,151)	(311,406)	(445,922)	(447,160)
Fund Balance Beginning	1,549,725	986,462	1,230,574	784,652
Fund Balance Ending	\$ 1,230,574	\$ 675,056	\$ 784,652	\$ 337,492

Minor Improvement Project Fund (MIP)

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfers from General Fund - Sales Tax %	\$ 10,232,554	\$ 2,001,168	\$ 2,257,393	\$ 1,622,998
Transfers from General Fund - Excess Fund Balance	-	-	2,029,154	-
Transfers from General Fund - Revised Surplus	-	-	4,000,000	-
Transfers from General Fund - Other	-	-	36,032	-
Transfers from Court Funds	-	-	146,542	-
Transfers from TIRZ	100,000	13,059	13,059	-
Transfers from Parks Bucks	-	-	75,000	-
Transfers from Health	-	-	121,276	-
Transfers from Water	172,770	-	18,414	-
Transfers from Solid Waste	249,046	-	300,000	-
Transfers from Stormwater	135,050	-	-	90,000
Transfers from Self-Insurance	60,052	-	57,200	-
Transfers from Downtown Hotel Fund	-	-	944,178	-
Contributions and donations	55,987	-	2,156,643	-
Interest earnings	382,361	-	318,875	-
Miscellaneous recoveries	-	-	1,608	-
Total Revenues	11,387,820	2,014,227	12,475,374	1,712,998
Expenditures				
City Manager's Office				
810 North 6th	321,846	-	-	-
Pet Adoption and Resource Center	4,806,082	-	207,031	-
Animal Shelter Demo	-	-	43,071	-
City Hall 1st Floor / Basement Remodel	5,504	-	24,988	-
City Hall 2nd Floor Administration	19,747	-	-	-
City Hall Exterior / Building Envelope	283,819	-	-	-
Downtown Hotel Changeorder #4	944,178	-	-	-
Downtown Hotel Convention Center Naming Rights	46,986	-	18,444	-
Downtown Parking Lot	-	-	950,000	-
Fallen Hero Memorial	235,461	-	254,343	-
Habitat for Humanity 380 Agreement-1350 Cypress	-	-	363,300	-
Heritage Square 380 Agreement Roof	-	-	900,000	-
Pedestrian Plaza	-	-	2,135,000	-
Washout Bay Animal Shelter	-	-	10,750	-
Office of Professional Standards				
City Marshal Cameras	39,966	-	-	-
Clearrisk Software	-	-	60,051	-
Finance				
City Hall Finance Office Addition	-	-	20,000	-
Court Municipal Justice 10 Conversion to Cloud	-	-	110,314	-

Budget highlights:

- 2025 includes additional \$4 million transfer from General Fund for sales tax surplus
- Contributions of \$2.2 million is primarily donations from foundations for the Pedestrian Plaza project.

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Expenditures - continued				
Human Resources				
Ceridian Implementation Assistance	\$ 8,488	\$ -	\$ 7,569	\$ -
Ceridian Integration Projects	-	-	19,000	-
Ceridian Firemen's Pension 288 OT File	-	-	3,000	-
Empyrean Benefit Solutions Implementation	-	-	57,200	-
HR Flooring Replacement	-	-	-	25,835
Information Technology				
610 Walnut	8,550	-	323,871	-
ERP System Phase I	706,401	-	450,303	-
CJIS Compliance	-	-	322,000	-
Microsoft Transition	-	-	465,001	-
Cyber Incident Response	-	-	1,500,000	-
1st St Fiber	-	-	48,388	-
Grape St Fire Station Fiber	-	-	20,176	-
Camera Access Surveillance and Control System	-	-	236,471	-
Police				
LEC Roof	145,265	-	-	-
Mobile Command Center	315,879	-	-	-
Fire				
EOC Equipment	124,611	-	-	-
Fire Marshal Office Station #3	-	-	106,000	-
Fire Station #9 ¹	3,973	-	-	-
Generator (includes FEMA Grant Match \$76,960)	-	-	176,960	-
Paving for Fire Stations	-	700,000	700,000	-
Station #9 Apparatus	1,000,000	-	-	-
Public Health				
Tyler Environmental Health	-	-	158,894	-
Tyler Eagle Health Records	-	-	60,426	-
Planning & Development Services				
Brianwood Apartments	4,472	-	-	-
Demo & Abatelements	-	-	150,000	-
Land Development Code Rewrite	136,916	-	266,084	-
Rebuild ABI	-	281,730	281,730	-
Public Works				
Catclaw Drainage Improvements	67,885	-	97,518	-
Citizen's Convenience Center	-	-	300,000	-
Cypress Streetscape Improvements ¹	356,355	-	419,759	-
Solid Waste Route Automation	103,092	-	145,954	-
Stormwater Rate Study	57,823	-	77,227	-
Stormwater Catclaw Creek Rose Park (FEMA Match)	-	-	-	90,000
Traffic Sign Printer	-	-	-	60,000
Library				
Heritage Square	169,340	3,000,000	3,049,779	-

Budget highlights and new projects:

- Cyber incident response of \$1.5 million
- Camera access and surveillance system for Law Enforcement Center, Municipal Court, Customer Service Center, Child Advocacy Center \$236k

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Expenditures - continued				
Zoo				
Zoo Fiber Infrastructure	\$ 56,506	\$ -	\$ -	\$ -
Perimeter Fence on Northwest Acreage	-	-	65,000	-
Parks & Recreation				
Adventure Cove Pool Resurfacing	-	-	175,000	-
Adventure Cove Repairs	101,790	-	-	-
Baseball/Softball Master Plan	12,250	-	2,250	-
Cedar Creek Trail ¹	183,418	-	2,364	-
Cobb Park New Restroom	7,603	-	-	-
Daniels Recreation Center ¹	500	-	61,048	-
Dog Park	584,945	-	440,856	-
Festival Gardens Fence (Parks Bucks Funded)	-	-	75,000	-
Fort Imagination Playground Improvements	9,907	-	9,940	-
Fort Phantom Northwest Boat Ramp	-	-	181,500	2,096,746
Fort Phantom Southeast Boat Ramp	-	-	179,000	1,692,496
Lake Ft Phantom Park Master Plan	123,769	-	-	-
Lake Kirby Compost Restroom Replacement	-	-	-	300,000
League Grant Projects	-	-	117,931	200,000
Dixie Little League Batting Cages	55,262	-	-	-
Southern Little League Improvements	-	-	37,830	-
Wylie Little League Improvements	-	-	54,313	-
Wylie Fastpitch Softball Improvements	350	-	53,005	-
Ablene Hockey Rink	27,950	-	-	-
Ablene Hockey Benches	23,893	-	-	-
Nelson Park Flat Fields	5,000,000	-	-	-
Nelson Park - Walking Trail Replacement	31,778	-	2,145	-
Nelson Park Playground Toddler and 5-12	-	-	-	700,000
Nelson Splash Pad Repairs	-	-	-	50,000
Nelson Wilson Park Improvements	7,880	-	172,840	-
Redbud Park - Walking Trail Replacement ¹	46,116	-	-	-
Redbud Playground Improvements	-	-	11,628	-
Rose Park Pickleball Courts	43,219	-	-	-
Rose Park Restroom Replacement	-	-	-	400,000
Rose Senior Center Fryer	-	-	-	20,000
Splash Pads Shade Structures	75,292	-	-	-
Sears Park Playground Equipment	277,522	-	-	-
Sears Park - Walking Trail Replacement	91,741	-	-	-
Skate Park Improvements	-	-	22,014	-
Valentine Park Improvements	100,034	-	58,223	-
Wylie Softball Dugouts	34,641	-	-	-
Total Capital Project Expenditures	16,809,006	3,981,730	16,282,479	5,635,077

Budget highlights and new projects:

- Ft Phantom boat ramp construction \$3.8m
- Restroom replacements:
 - Rose Park \$400k
 - Lake Kirby \$300k
- League grant program (\$118k+\$200k=\$318k)
- Nelson Park playground \$700k



Minor Improvement Project Fund (MIP) - cont

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Net Revenues Over (Under) Expenditures	\$ (5,421,186)	\$ (1,967,503)	\$ (3,807,105)	\$ (3,922,079)
Fund Balance Beginning, October 1	15,696,019	4,959,355	10,474,832	6,667,727
Fund Balance Ending, September 30	\$ 10,474,832	\$ 2,991,852	\$ 6,667,727	\$ 2,745,648

¹Also funded with other capital project funds. Those amounts are not reflected in this schedule.

**Ending Fund Balance =
\$2.7 Million**

ALL OTHER FUNDS

Other items to be aware of...

Fleet Replacement Fund: Ms. Knight went over the needed items in Fleet. There are \$4.589 million budgeted in planned replacements for fleet vehicles.

Fee Increase: Ms. Knight highlighted the permit fee increases for building permits, MERCY clinic, Adventure Cove, Stormwater, and Water and Sewer fees.

Additional Updates to Fee Schedule:

Code Compliance Fees	Current	Proposed
Abatement 0-3 hours	\$105.00	\$120.00
Abatement each additional hour	35.00	45.00
Trip fee to landfill or recycle	35.00	45.00
Mowing 0 – 15,000 sq ft lot / with house	55.00 / 60.00	65.00 / 70.00
Mowing 15,001 sq ft – 1 acre / with house	70.00 / 75.00	80.00 / 85.00
Mowing over 1 acre for first 2 acres	\$75.00/acre	\$90.00/acre
Mowing after 2 nd acre	\$50.00/acre	\$60.00/acre
Mowing additional fee mosquito laden or grass/weeds over 48" in height	\$30.00/acre	\$40.00/acre
Securement 4'x4' or less	\$75.00	\$85.00
Securement 4'x4' – 4'x8'	\$105.00	\$110.00

Ms. Crawford presented a proposal for a TMRS Retirement fund Cost of Living Adjustment. She went over the history of the fund, and when COLA's have been done in the past. The recommendation of Ms. Crawford is to go with a reoccurring non-retroactive COLA option that has to be done by the end of this year. Council and staff discussed the COLA options at length, including how much the City and employees currently contribute, salaries, other options for catching up in the plan, and the Firemen's Pension and Retirement Fund that needs more help than this fund does. The consensus of Council is to not move forward with this at this time.

Mayor Hurt recessed the meeting for a 5-minute break at 9:45.

DISCUSSION

Council discussed the Rebuild ABI program at length. Mayor Pro-tem Yates would like to see that funded completely in 2026, instead of it being taken out of surplus funds. Council and staff went over various options to do that.

Council had questions on police officer new hires, the immunization program being cut from federal funding, why the Child Advocacy Center funding was moved to a different fund, and the service charges for the landfill.

Deputy Mayor Pro-tem Regan expressed his concerns on various items like the park restrooms and playgrounds, as he would instead like to see that money given back to the tax payers as a decrease in the tax rate.

Council discussed the MIP fund at length and what can and cannot be funded with those monies. Increases for non civil service employees were discussed, as well as new positions. Max Johnson, Director of Public Works spoke about the needed brush center full time employee. Julee Hammer, Library Director, spoke about what will be needed to secure the main Library after they move to Abilene Heritage Square. Michael Rice, Assistant City Manager, spoke about street lights in neighborhoods, and that we are at the mercy of the electric companies on getting those installed. Cande Flores, Fire Chief, answered Council's questions about warning sirens and what grants could be looked into to help us fund those in the future.

Future stormwater projects and the Street Maintenance Fund were discussed. Matthew Dane, Director of Water Utilities, spoke about PFAS updates and projected utility expenditures and their capital improvement plan.

IT expenses, including the Cyber Attack, were discussed, and what could potentially be outsourced. Troy Swanson, IT Director spoke about what all is currently being contracted out and why.

The tax rate was discussed at length and possibilities on moving things around to lower the tax rate. The excess revenue of \$2.2 million was discussed on how that could potentially be utilized.

Mayor Hurt recessed the meeting for a lunch break from 11:30 am to 12:16 pm.

Once the meeting was resumed, Mayor Hurt announced that in order to allow staff to better prepare some numbers for the FY 2026 budget and tax rate, items 4 and 5 will be considered at the meeting tomorrow, July 22nd, to resume at 8:30 am.

ORDINANCES

3. Consider on First Reading – Ordinance Approving the Revised 2024-2025 Budget

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

- Tammy Fogle

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

Councilmember Price moved to approve the item as presented, moving the \$2.2 million in excess revenue over to the MIP fund. 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

Councilmember Beard had conflicts and abstained from voting on the Aviation Fund, the Self-Insurance Fund, and the COLA adjustment. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's Office.

4. Consider on First Reading – Ordinance Approving the Proposed 2025-2026 Budget

Not Considered at this time.

5. Consider on First Reading – Ordinance Setting the Tax Levy

Not considered at this time.

6. Consider on First Reading – Ordinance Adopting Fees and Charges for FY 2025-2026

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

ADJOURNMENT

There being no further business, the meeting adjourned at 12:22 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 22, 2025 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Special Session on July 22, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Miguel Espinoza led the invocation and led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

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

- Tammy Fogle

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

BUDGET WORKSHOP

2. Staff Presentation on the Proposed FY 2025-2026 Budgets

Marjorie Knight, Director of Finance, presented the following changes from yesterday's presentation:

All Operating Funds Budget

	Actual 2023-2024	Approved 2024-2025	Revised 2024-2025	Proposed 2025-2026
Revenues				
Taxes & Franchises	\$127,703,124	\$133,016,470	\$141,097,760	\$142,234,430
Charges for Services	142,722,481	153,777,045	153,234,684	160,490,455
All Other Revenues	68,569,255	62,924,425	63,716,869	66,029,786
Total Revenues	338,994,860	349,717,940	358,049,313	368,754,671
Expenditures				
Personnel	118,936,711	126,550,996	124,752,225	134,956,131
All Other Expenditures	227,909,244	223,628,403	241,262,517	235,647,778
Total Expenditures	346,845,955	350,179,399	366,014,742	370,603,909
Net Revenues Over (Under) Expenditures	(7,851,095)	(461,459)	(7,965,429)	(1,849,238)
Fund Balance Beginning	107,692,137	89,501,484	99,841,042	91,875,613
Fund Balance Ending	\$99,841,042	\$89,040,025	\$91,875,613	\$90,026,375

2025: Increased sales tax estimate and MIP transfer \$2,225,110

2026: Adjusted property tax revenue/rates estimates for increased value (minor impact to revenues due to rounding for updated tax rates)

Proposed Decrease in Tax Rate to \$.7506 per \$100 value

Proposed 2026 Budget Changes

	Proposed As of July 3	Proposed As of July 22	Change
Revenues			
Taxes & Franchises	\$142,266,870	\$142,234,430	(32,440)
Charges for Services	160,490,455	160,490,455	-
All Other Revenues	66,023,796	66,029,786	5,990
Total Revenues	368,781,121	368,754,671	(26,450)
Expenditures			
Personnel	134,956,131	134,956,131	-
All Other Expenditures	235,647,778	235,647,778	-
Total Expenditures	370,603,909	370,603,909	-
Net Revenues Over (Under) Expenditures	(1,822,788)	(1,849,238)	(26,450)
Fund Balance Beginning	91,875,613	91,875,613	
Fund Balance Ending	\$90,052,825	\$90,026,375	(26,450)

Minor changes to revenues due to rounding for updated tax rates



Schedule of Tax Rate Per \$100 Assessed Valuation FY 2017-FY 2026 (Values of 7-16-2025)

Fiscal Year	General Operating	General Debt Service	Total Tax Rate
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851
2023	.5988	.1633	.7621
2024	.5918	.1410	.7328
2025	.5951	.1656	.7607
2026	.5837	.1669	.7506

Original property tax estimates used \$8.995 billion taxable value estimate. Taxable value as of 7/16 was \$9.189 billion. This is an increase of \$194 million.

DECREASE TOTAL TAX RATE
Tax Rate ↓ \$.0101 or
-\$10.10 per \$100k home value

M&O ↓ \$.0114 or
-\$11.40 per \$100k home value

Debt Service ↑ \$.0013 or
\$1.30 per \$100k home value



Infill Development Fund (Rebuild ABI)

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfer from General Fund	\$ 1,000,000	\$ 718,270	\$ 718,270	\$ 1,000,000
Transfer from Minor Improvement Fund	-	281,730	281,730	-
Interest Earnings	44,953	-	30,000	-
Total Revenues	1,044,953	1,000,000	1,030,000	1,000,000
Expenditures				
Rebuild ABI	260,813	1,000,000	1,814,140	1,000,000
Total Expenditures	260,813	1,000,000	1,814,140	1,000,000
Net Revenues Over (Under) Expenditures	784,140	-	(784,140)	-
Fund Balance Beginning, October 1	-	-	784,140	-
Fund Balance Ending, September 30	\$ 784,140	\$ -	\$ -	\$ -

Life-to-date as of July 12th:

- **FUNDING AVAILABLE \$2,091,733**
- **GRANTS AWARDED \$2,037,999**
 - \$629k expended
 - \$1.409 million committed

Minor Improvement Project Fund (MIP)

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Revenues				
Transfers from General Fund - Sales Tax %	\$ 10,232,554	\$ 2,001,168	\$ 2,257,393	\$ 622,998
Transfers from General Fund - Excess Fund Balance	-	-	2,029,154	-
Transfers from General Fund - Revised Surplus	-	-	7,225,110	-
Transfers from General Fund - Other	-	-	36,032	-
Transfers from Court Funds	-	-	146,542	-
Transfers from TIRZ	100,000	13,059	13,059	-
Transfers from Parks Bucks	-	-	75,000	-
Transfers from Health	-	-	121,276	-
Transfers from Water	172,770	-	18,414	-
Transfers from Solid Waste	249,046	-	300,000	-
Transfers from Stormwater	135,050	-	-	90,000
Transfers from Self-Insurance	60,052	-	57,200	-
Transfers from Downtown Hotel Fund	-	-	944,178	-
Contributions and donations	55,987	-	2,156,643	-
Interest earnings	382,361	-	318,875	-
Miscellaneous recoveries	-	-	1,608	-
Total Revenues	11,387,820	2,014,227	15,700,484	712,998

Expenditures				
City Manager's Office				
810 North 8th	321,846	-	-	-
Pet Adoption and Resource Center	4,806,082	-	207,031	-
Animal Shelter Demo	-	-	43,071	-
City Hall 1st Floor / Basement Remodel	5,504	-	24,988	-
City Hall 2nd Floor Administration	19,747	-	-	-
City Hall Exterior / Building Envelope	283,819	-	-	-
Downtown Hotel Changeorder #4	944,178	-	-	-
Downtown Hotel Convention Center Naming Rights	46,986	-	18,444	-
Downtown Parking Lot	-	-	950,000	-
Fallen Hero Memorial	235,461	-	254,343	-
Habitat for Humanity 380 Agreement-1350 Cypress	-	-	383,300	-
Heritage Square 380 Agreement Roof	-	-	900,000	-
Pedestrian Plaza	-	-	2,135,000	-
Washout Bay Animal Shelter	-	-	10,750	-
Office of Professional Standards				
City Marshal Cameras	39,966	-	-	-
Cleamark Software	-	-	60,051	-
Finance				
City Hall Finance Office Addition	-	-	20,000	-
Court Municipal Justice 10 Conversion to Cloud	-	-	110,314	-

Budget updates:

- 2025: Updated transfer from General Fund for revised surplus to \$7.2 million
- 2026: Reallocated \$1 million to Rebuild ABI instead of MIP. Reduced MIP transfer

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Expenditures - continued				
Human Resources				
Ceridian Implementation Assistance	\$ 8,488	\$ -	\$ 7,569	\$ -
Ceridian Integration Projects	-	-	19,000	-
Ceridian Firemen's Pension 288 OT File	-	-	3,000	-
Empyrean Benefit Solutions Implementation	-	-	57,200	-
HR Flooring Replacement	-	-	-	25,835
Information Technology				
610 Walnut	8,550	-	323,871	-
ERP System Phase I	706,401	-	450,303	-
CJIS Compliance	-	-	322,000	-
Microsoft Transition	-	-	465,001	-
Cyber Incident Response	-	-	1,500,000	-
1st St Fiber	-	-	48,388	-
Grape St Fire Station Fiber	-	-	20,176	-
Camera Access Surveillance and Control System	-	-	236,471	-
Police				
LEC Roof	145,265	-	-	-
Mobile Command Center	315,879	-	-	-
Fire				
EOC Equipment	124,611	-	-	-
Fire Marshal Office Station #3	-	-	106,000	-
Fire Station #9 ¹	3,973	-	-	-
Generator (includes FEMA Grant Match \$76,960)	-	-	176,960	-
Paving for Fire Stations	-	700,000	700,000	-
Station #9 Apparatus	1,000,000	-	-	-
Public Health				
Tyler Environmental Health	-	-	158,894	-
Tyler Eagle Health Records	-	-	60,426	-
Planning & Development Services				
Brianwood Apartments	4,472	-	-	-
Demo & Abatelements	-	-	150,000	-
Land Development Code Rewrite	136,916	-	266,084	-
Rebuild ABI	-	281,730	281,730	-
Public Works				
Catclaw Drainage Improvements	67,885	-	97,518	-
Citizen's Convenience Center	-	-	300,000	-
Cypress Streetscape Improvements ¹	356,355	-	419,759	-
Solid Waste Route Automation	103,092	-	145,954	-
Stormwater Rate Study	57,823	-	77,227	-
Stormwater Catclaw Creek Rose Park (FEMA Match)	-	-	-	90,000
Traffic Sign Printer	-	-	-	60,000
Library				
Heritage Square	169,340	3,000,000	3,049,779	-

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Expenditures - continued				
Zoo				
Zoo Fiber Infrastructure	\$ 56,506	\$ -	\$ -	\$ -
Perimeter Fence on Northwest Acreage	-	-	65,000	-
Parks & Recreation				
Adventure Cove Pool Resurfacing	-	-	175,000	-
Adventure Cove Repairs	101,790	-	-	-
Baseball/Softball Master Plan	12,250	-	2,250	-
Cedar Creek Trail ¹	183,418	-	2,364	-
Cobb Park New Restroom	7,603	-	-	-
Daniels Recreation Center ¹	500	-	61,048	-
Dog Park	584,945	-	440,856	-
Festival Gardens Fence (Parks Bucks Funded)	-	-	75,000	-
Fort Imagination Playground Improvements	9,907	-	9,940	-
Fort Phantom Northwest Boat Ramp	-	-	181,500	2,096,746
Fort Phantom Southeast Boat Ramp	-	-	179,000	1,692,496
Lake Ft Phantom Park Master Plan	123,769	-	-	-
Lake Kirby Compost Restroom Replacement	-	-	-	300,000
League Grant Projects	-	-	117,931	200,000
Divie Little League Batting Cages	55,262	-	-	-
Southern Little League Improvements	-	-	37,820	-
Wylie Little League Improvements	-	-	54,313	-
Wylie Fastpitch Softball Improvements	350	-	53,005	-
Abilene Hockey Rink	27,950	-	-	-
Abilene Hockey Benches	23,893	-	-	-
Nelson Park Flat Fields	5,000,000	-	-	-
Nelson Park - Walking Trail Replacement	31,778	-	2,145	-
Nelson Park Playground Toddler and 5-12	-	-	-	700,000
Nelson Splash Pad Repairs	-	-	-	50,000
Nelson Wilson Park Improvements	7,880	-	172,840	-
Redbud Park - Walking Trail Replacement ¹	46,116	-	-	-
Redbud Playground Improvements	-	-	11,628	-
Rose Park Pickleball Courts	43,219	-	-	-
Rose Park Restroom Replacement	-	-	-	400,000
Rose Senior Center Fryer	-	-	-	20,000
Splash Pads Shade Structures	75,292	-	-	-
Sears Park Playground Equipment	277,522	-	-	-
Sears Park - Walking Trail Replacement	91,741	-	-	-
Skate Park Improvements	-	-	22,014	-
Valentine Park Improvements	100,034	-	58,223	-
Wylie Softball Dugouts	34,641	-	-	-
Total Capital Project Expenditures	16,809,006	3,981,730	16,262,479	5,635,077

Minor Improvement Project Fund (MIP) - cont

	ACTUAL 2023-2024	APPROVED 2024-2025	REVISED 2024-2025	PROPOSED 2025-2026
Net Revenues Over (Under) Expenditures	\$ (5,421,186)	\$ (1,967,503)	\$ (581,995)	\$ (4,922,079)
Fund Balance Beginning, October 1	15,896,019	4,959,355	10,474,832	9,892,837
Fund Balance Ending, September 30	\$ 10,474,832	\$ 2,991,852	\$ 9,892,837	\$ 4,970,758

¹Also funded with other capital project funds. Those amounts are not reflected in this schedule.

**Ending Fund Balance =
\$4.97 Million**

ORDINANCES

Items 3 & 6 were considered at yesterday's meeting.

4. Consider on First Reading – Ordinance Approving the Proposed 2025-2026 Budget

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

- Tammy Fogle

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

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

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on the Aviation Fund and the Self-Insurance Fund. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's Office.

5. Consider on First Reading – Ordinance Setting the Tax Levy

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

Mayor Pro-tem Yates moved to approve the item as presented at a \$0.7506 tax rate. 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

ADJOURNMENT

There being no further business, the meeting adjourned at 8:42 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 24, 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 24, 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 Deputy City Secretary Kaitlin Richardson.

Mayor Weldon Hurt led the invocation and 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 2-11. Item 8 was pulled from consideration prior to the meeting.

Item pulled from consideration:

- Item 8

PUBLIC COMMENTS

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

CONSENT AGENDA

Deputy Mayor Pro-tem Regan moved to approve the consent agenda. 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

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 10, 2025
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
[ASSIGNED RESOLUTION NO. 127-2025]
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
[ASSIGNED RESOLUTION NO. 128-2025]
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
[ASSIGNED RESOLUTION NO. 129-2025]

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
[ASSIGNED RESOLUTION NO. 130-2025]
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.
[ASSIGNED RESOLUTION NO. 131-2025]
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
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.
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

ITEMS PULLED FROM INDIVIDUAL CONSIDERATION

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
[NOT CONSIDERED]

REGULAR AGENDA

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
[ASSIGNED ORDINANCE NO. 56-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of a Planned Development District (PDD-181), to amend the buffer area surrounding the property, at the above referenced property

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

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

13. Presentation: Receive a Report and Hold a Discussion on Modifying Year-Round Water Management Stage

Matthew Dane, Director of Water Utilities, presented the item. Mr. Dane went over the five-year water management plan, current lake levels, and the water levels as they currently sit. According to the plan, the lake levels are at a stage where we can move back to three days per week watering restrictions. Council discussed the item at length and came to the consensus of staying with the two days per week watering, in order to conserve more.

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

This item was for presentation only. No votes or action were taken at this time.

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, City Attorney, presented the item. Adoption of the item would amend Chapter 17 of the Code of Ordinances, establishing a Bring Your Own Beverage (BYOB) Permit. Mr. Smith went through the changes from the last meeting.

Council discussed the item at length and expressed concerns about the permit still. Council is more in favor of not having an actual permit, but regulating the hours of alcohol consumption instead. The consensus is to table the item for now, so that staff can draft a new ordinance to regulate the hours of alcohol consumption from 2:00 a.m. to 7:00 a.m. and remove the permit requirement completely.

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

- Tammy Fogle
- Rochelle Johnson
- Eric Bengs

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

Councilmember Price moved to table the item. 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

Councilmember Craver left the meeting at this time.

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, City Attorney, recommended tabling this item as well, since item 14 was tabled already.

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

Deputy Mayor Pro-tem Regan moved to table the item. Councilmember Espinoza seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Craver

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:47 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:

16.A.551.074 (Personnel Matters)

1. Assistant Municipal Court Judges (Agenda Item 18)

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

REGULAR AGENDA – END

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. 133-2025]

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

Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Rosendo Contreras [Reappointment]	August 2027
<i>Landmarks Commission</i>	
Derek Hood [New] [Regular]	November 2028
Josh Black [New] [Alternate]	November 2028

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Craver

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing One or More Assistant Municipal Court Judges
[ASSIGNED RESOLUTION NO. 134-2025]

Stanley Smith, City Attorney, presented the item. Adoption of the item would appoint Forrest B. McCray and Chaile Allen to act as Assistant Municipal Court Judges, in the temporary absence or unavailability of the judge of the Municipal Court.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Craver

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
[ASSIGNED RESOLUTION NO. 135-2025]

Misty Mayo, CEO and President of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the 2026 Economic Development Plan for the Development Corporation of Abilene.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Craver

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.
[ASSIGNED RESOLUTION NO. 136-2025]

Misty Mayo, CEO and President of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the FY 2026 Annual Budget for the Development Corporation of Abilene.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Craver

ADJOURNMENT

There being no further business, the meeting adjourned at 10:33 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the FY25 FAA Airport Improvement Program Grant. **(Don Green)**

GENERAL INFORMATION

Abilene Regional Airport receives an annual Entitlement grant from the Federal Aviation Administration through the Airport Improvement Program. This grant can only be used for eligible capital purchases. FAA is now ready to issue the FY25 AIP Entitlement Grant to the city of Abilene in the amount of \$2,463,724.00. This amount includes FY24 AIP Entitlement Grant funds that were deferred by the airport last year as part of the funding strategy to build funds for the Airport Terminal project.

The grant will fund the Terminal Expansion and Improvement Task Order Amendment 1 with Parkhill in the amount of \$1,446,231.35 approved by Council on May 22, 2025 (Resolution 95-2025), a runway Pavement Condition Study required by FAA to be conducted by the airport's engineering firm, Garver in the amount of \$10,800.00, Airport Capital Implementation Services contract with Kutchins & Groh in the amount of \$90,000.00 (approved by Council through Resolution 84-2023), and the purchase of a new Airport Rescue Fire Fighting Truck to be brought to Council at a near-future meeting.

Unobligated/unused funds from this grant would be rolled into a future AIP grant.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This grant usually requires a 10% local match, but Congress approved a 5% match for small

airports for FY25 and FY26 in the FAA Reauthorization Act in 2024. Therefore, the Local Match is \$129,670.00

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 AIP Entitlement Grant Resolution 8-14-25
2. FY25 AIP Entitlement Grant Presentation (8-14-25)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF THE FY 25 AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT GRANT OFFERED BY THE FEDERAL AVIATION ADMINISTRATION.

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

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, the Airport Improvement Program (AIP) is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, an AIP Entitlement Grant is an annual formula-based amount tied to airline passenger enplanements at the airport; and

WHEREAS, the Airport deferred its FY24 AIP Entitlement Grant to be combined with the FY25 grant; and

WHEREAS, Abilene Regional Airport has demonstrated to the FAA the need for Fiscal Year 2025 grant funding to make improvements to and expansion of the airport terminal, conduct additional coordinated capital planning, purchase an Aircraft Rescue Fire Fighting Truck, and conduct a Runways Pavement Condition Study; and

WHEREAS, this grant will pay 95% of eligible costs and the City will provide a 5% match; and

WHEREAS, FAA offers to the City of Abilene the FY 25 Airport Improvement Program Grant in the amount not to exceed \$2,463,724.00.

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

That the City Manager is authorized to execute the FY25 Airport Improvement Program Grant Offer not to exceed \$2,463,724.00 from FAA, which requires a 5% local match of \$129,670.00, for improvements at Abilene Regional Airport.

ADOPTED this 14th day of August 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting





FY25 AIP Grant Award

- The airport receives an Entitlement Grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on a formula tied to passenger boardings at the airport.
- The grant is in the amount of \$2,463,724.00 and will fund 95% of the cost of the airport's FY25 capital improvement projects and purchases.
- The grant will be used to help fund design cost of the upcoming terminal improvement and expansion project, capital implementation consulting, a runway pavement condition study, and purchase of an Aircraft Rescue Fire Fighting Truck.







**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2026 International MV607 Flatbed Stake Trucks with CM 14ft body from Roberts Truck Center, Abilene TX for Water Distribution and Solid Waste (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2026 International MV607 Flatbed Stake Trucks with CM 14ft body through Sourcewell contract number 032824-NVS from Roberts Truck Center, Tye, TX for Water Distribution and Solid Waste, to replace existing units that have met the end of their useful life.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$210,629.78. The funds for this purchase were planned and included in the FY24 and FY25 Budget Process. This is \$84,370.22 under budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of two (2) 2026 International

MV607 Flatbed Stake Trucks with CM 14ft body through Sourcewell contract number 032824-NVS from Roberts Truck Center, Tye, TX.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Flatbed Stake Trucks Resolution (1)
2. FY25 Two (2) Flatbed Stake truck sourcewell quote
3. FY25 CO-OP Flatbed Stake Trucks Addtl Info
4. FY25 CO-OP Flatbed Stake Trucks Budget vs Actual
5. FY25 CO-OP Flatbed Stake Truck PiP (1)

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE TWO 2026 INTERNATIONAL MV607 FLATBED STAKE TRUCKS WITH CM 14FT BODY FROM ROBERTS TRUCK CENTER, TYE TX, THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-NVS.

WHEREAS, City of Abilene has a need for Two fourteen-foot Flatbed Stake Trucks; and

WHEREAS, City of Abilene budgeted for this purchase for one in Fiscal Year 2024 and one in Fiscal Year 2025; and

WHEREAS, These units will be 2026 International MV607 Flatbed Stake Trucks with CM 14ft body; and

WHEREAS, City of Abilene received pricing for two 2026 International MV607 Flatbed Stake Trucks with CM 14ft body through Sourcewell Co-Operative Contract #032824-NVS, and

WHEREAS, Roberts Truck Center is the Sourcewell approved vendor for the Flatbed Stake Trucks.

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

PART 1: That the City Council approves this purchase from Roberts Truck Center of Tye, Texas in the amount of Two Hundred and Ten Thousand, Six Hundred Twenty-nine Dollars and Seventy-nine Cents. (\$210,629.79) for two 2026 International MV607 Flatbed Stake Trucks with CM 14ft body through Sourcewell Co-Operative Contract #032824-NVS.

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

ADOPTED this 14^h day August 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Abilene	RTC Tye, TX.
Contact:	Cassandra Lambert	Phillip Carpenter
Address:	898 Sandy St.	550 S. Access Rd.
City/State/Zip:	Abilene, TX. 79601	Tye, TX. 79563
Phone:	(325) 437-4525	(325) 677-3393
Email:	cassandra.lambert@abilenetx.gov	phillip.carpenter@robertstruck.com

Proposal Number	7581-01
Date	7/11/2025
Quantity of this Specification	2
Single Sourcewell Transaction Total Volume	

Chassis		
New 2026 International MV607 Chassis		\$ 126,827.00
Base Chassis List	\$ 113,929.00	
Options List	\$ 12,898.00	
Sourcewell Contract Discount	30.3%	\$ (38,452.86)
Volume Incentive		\$ -
Material Price Increases		\$ 2,000.00
Net Sourcewell Chassis Price		\$ 90,374.14
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
New CM 14ft. Platform with Bulkhead, ICC Bumper & 15-Ton Pintle		\$ 9,500.00
Body Tool Box, Stake Pockets, & Painted White		\$ -
Handling Fee	5.00%	\$ 475.00
Additional Post Build Work		
Mud Flaps, Wash & Clean, Seat Covers, Floor Mats, Weight Slip, Prep & Program Parameters.		\$ 3,615.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 180.75
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
		\$ -
Additional Floorplan		
		\$ 1,000.00
		\$ -
Additional Fees & Taxes		
DMVIT		\$ 170.00
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 105,314.89
Final Sourcewell Total Vehicle(s) Price		\$ 210,629.79
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcwell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Flatbed Stake Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
1993	Water Distribution	1992	International	4600	101,645		\$56,913.23	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4263	Solid Waste	2012	International	Durastar 4300M7	119,739	10,410	\$48,185.40	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS**Flatbed Stake Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
1993	4204	Water Distribution	Flatbed Stake Truck	\$110,000.00	\$105,314.89	(\$4,685.11)
4263	4104	Solid Waste	Flatbed Stake Truck	\$185,000.00	\$105,314.89	(\$79,685.11)
				\$295,000.00	\$210,629.78	(\$84,370.22)

FY24 budgeted
FY25 Budgeted

Under Budget

Flatbed Stake Truck





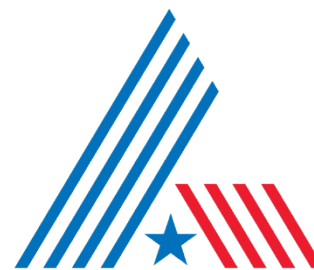
Flatbed Stake Trucks

- Replacing units 1993 for Water Distribution, and 4263 for Solid Waste.
- Units are to be 2026 International MV607 Chassis with CM Platform body.
- Units are to be purchased from Roberts Truck Center, Tye, Texas Through Sourcewell Co-operative contract number 032824-NVS.





Flatbed Stake Trucks



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2026 Freightliner M2-106 Ledwell 5-6 Yard Dump Trucks from Houston Freightliner, Houston TX for Water Distribution (Don Green)**

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2026 Freightliner M2-106 Ledwell 5-6 Yard Dump Trucks through HGAC contract number HT06-20 from Houston Freightliner, Houston TX for Water Distribution, to replace units that have met the end of their useful life.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$278,756.00. The funds for this purchase were planned and included in the FY24 and FY25 Budget Process. This is \$24,756.00 over budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of two (2) 2026 Freightliner M2-106 Ledwell 5-6 Yard Dump Trucks through HGAC contract number HT06-20 from Houston Freightliner, Houston TX.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP 5-6 Yard Dump Truck Resolution (1)
2. FY26 Two (2) 5-6 Yard dump HGAC quote
3. FY25 CO-OP 5-6 Yard Dump Trucks Addtl Info
4. FY25 CO-OP 5-6 Yard Dump Trucks Budget vs Actual
5. FY25 CO-OP 5-6 Yard Dump Truck PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE TWO 2026 FREIGHTLINER M2 106 PLUS DUMP TRUCKS WITH LEDWELL TUB DUMP BODY FROM HOUSTON FREIGHTLINER, HOUSTON TX, THROUGH HGAC CO-OPERATIVE CONTRACT #HT06-20.

WHEREAS, City of Abilene has a need for Two Five-Six Yard Dump Trucks; and

WHEREAS, City of Abilene budgeted for this purchase for one in Fiscal Year 2024 and one in Fiscal Year 2025; and

WHEREAS, these units will be 2026 Freightliner M2 106 Plus Dump Trucks with Ledwell Tub Dump Body; and

WHEREAS, City of Abilene received pricing for two 2026 Freightliner M2 106 Plus Dump Trucks with Ledwell Tub Dump Body through HGAC Co-Operative Contract #HT06-20, and

WHEREAS, Houston Freightliner is the HGAC approved vendor for the Dump Trucks.

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

PART 1: That the City Council approves this purchase from Houston Freightliner of Houston Texas in the amount of Two Hundred and Seventy-Eight Thousand, Seven Hundred Fifty-Six Dollars and Zero Cents. (\$278,756.00) for two 2026 Freightliner M2 106 Plus Dump Trucks with Ledwell Tub Dump Body through HGAC Co-Operative Contract #HT06-20.

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

ADOPTED this 14^h day August 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

7/8/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF ABILENE	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	
Email:		Email:	adam.neuse@houstonfreightliner.com

Product Code:	D5	Description:	M2-106, Conventional Cab, SBFA, SRA (PRL-20M)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	88483
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 270 HP 800 LB FT TQ ENGINE	8082	315/80R22.5 20 Ply RR Tires	1104
3500 RDS AUTOMATIC TRANSMISSION	5033	Air Cab Mounts	91
12,000 LB FLAT LEAF FRONT SUSPENSION	350	2-1/2" Fender Extensions	206
270" Wheelbase	1228	Dual West Coast Mirrors w/LH-RH Remote	215
11/32x3-1/2x10-15/16" Frame 120KSI	464	Premium Cab Insulation	140
Battery Disconnect MTD LH of Driver Seat	150	Basic High Back Air Driver Seat	159
1000 Watt/115 Volt Block Heater	67	Adjustable Steering Column	359
4S/4M ABS with Traction Control	149	Back Up Alarm	33
3 Piece Painted Steel Front Bumper	49	AM/FM/WB CD/MP3 with Sirius XM	449
Front Tow Hooks	56	Special Ledwell 5/6 Yard Tub Dump Body	33037
Fuel/Water Separator w/Water in Fuel Sensor	169	Subtotal From Additional Sheet(s):	
315/80R22.5 20 Ply FR Tires	552	Subtotal B:	52142

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	140625	=	Subtotal D:	281250
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	1000
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	Discount	-6869
		Subtotal F:	-3494

Delivery Date:		G. Total Purchase Price (D+E+F):	278756
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ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
5-6 Yard Dump Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3571	Water Distribution	2005	Freightliner	M2 106	100,445	9,242	\$116,083.67	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS**5-6 Yard Dump Truck**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3571	4204	Water Distribution	5-6 Yard Dump Truck	\$115,000.00	\$139,378.00	\$24,378.00
3682	4204	Water Distribution	5-6 Yard Dump Truck	\$139,000.00	\$139,378.00	\$378.00
				\$254,000.00	\$278,756.00	\$24,756.00

FY24 budgeted
FY25 Budgeted

Over Budget

5-6 Yard Dump Truck





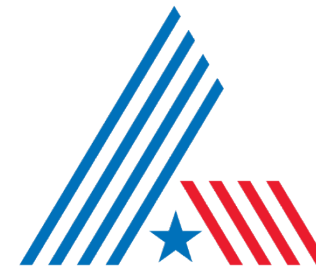
5-6 Yard Dump Truck

- Replacing units 3571 and 3682 for Water Distribution.
- Units are to be 2026 Freightliner M2 106 Plus Chassis with Ledwell LW5/6 Tb Dump body.
- Units are to be purchased from Lonestar Truck Group, Abilene, Texas Through HGAC Co-operative contract number HT06-20.





5-6 Yard Dump Truck



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Pricing Amendment for the Purchase of Two (2) PPV Pickups for the Marshal's Division Authorized in Resolution 077-2025 (Don Green)

GENERAL INFORMATION

On April 24th, 2025, Abilene City Council approved the purchase of two (2) half-ton PPV pickups (Resolution 77-2025) that were to be purchased from Randall Reed's Planet Ford using HGAC cooperative contract VE05-24 in the amount of \$127,927.20.

After the trucks were ordered by the dealer, Fleet Services was notified that the vendor providing the lighting and other law enforcement accessories misquoted their services to the dealer. Planet Ford submitted a revised HGAC Pricing Worksheet with an increase of \$22,842.00 in total or \$11,421.00 per truck. The increase was not acceptable to Fleet Services.

Fleet Services intends to purchase these two (2) trucks without the law enforcement accessories from Planet Ford, as they are already ordered and in production. Planet Ford provided a quote for the trucks with no unfitting included in the amount of \$100,157.20.

Fleet will seek quotes, separate from Planet Ford, from additional vendors for the upfitting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approve amending the pricing on the purchase of two (2) 1/2 ton PPV pickups from Planet Ford 365.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP half-ton PPV Pickups Revised Resolution
2. Rejected Revised HGAC Pricing Worksheet (Revised Upfitting Cost)
3. Accepted Revised 2025 Police Responder Without Upfitting
4. FY25 CO-OP half Ton PPV Pickups Presentation PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE TWO (2) 2025 FORD HALF TON POLICE RESPONDER PICKUPS FROM RANDALL REED'S
PLANET FORD, GARLAND, TX VE05-24**

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

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

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

WHEREAS, Council originally approved Resolution 77-2025 for this purchase; and

WHEREAS, Randall Reed's Planet Ford notified Fleet Services that the upfitting price was incorrect and provided a revised quote with no upfitting costs at Fleet Services' direction; and

WHEREAS, Fleet Services will seek upfitting costs separately from this contract; and

WHEREAS, Resolution 77-2025 will need to be revised to reflect this change.

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

PART 1: That the City Council approves this revised purchase from Randall Reed's Planet Ford, Texas in the amount of One Hundred Thousand One Hundred Fifty-Seven Dollars and Twenty Cents (\$100,157.20) for two (2) 2025 Half-Ton Ford Police Responder Pickups.

PART 2: That this resolution supersedes Resolution 77-2025 and shall take effect immediately.

ADOPTED this 14th day August, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

2/19/2025

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

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

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

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

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

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

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

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

Description	Cost	Description	Cost
DEFENDEWR UPFIT PER SPECIFICATION	\$13,882.00		
ADDITIONAL CHANGE IS SPECIFICATION	\$11,421.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	\$25,303.00

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

For this transaction the percentage is:

45%

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

Quantity Ordered:	2	X Subtotal of A + B + C:	81,108	=	Subtotal D:	\$162,216.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$600.00

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

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

Delivery Date:

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

\$150,763.20



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

8/2/2025

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

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

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

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

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

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

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

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

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$0.00

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

For this transaction the percentage is:

0%

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

Quantity Ordered:	2	X Subtotal of A + B + C:	55,805	=	Subtotal D:	\$111,610.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$600.00

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

Description	Cost	Description	Cost
DELIVERY FRIGHT 196 MILES X 2.49	\$976.00		
12% DISCOUNT FROM MSRP 6432.60 X 2	-\$12,864.40		
6% DISCOUNT FOR FACTORY OPTIONS	-\$164.40	Subtotal F:	-\$12,052.80

Delivery Date:

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

\$100,157.20

Half-Ton PPV Pickups





Half-Ton PPV Pickups

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





Half-Ton PPV Pickups





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of One (1) One-Ton Utility Truck for Water Distribution from Lawrence Hall Chevrolet of Abilene, TX through CB-2546 (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2026 Chevrolet CC31043 Utility Truck with Knapheide Utility Body from Lawrence Hall Chevrolet of Abilene, TX through sealed Council Bid CB-2546 for Water Distribution, to replace a unit that has met the end of its useful life.

SPECIAL CONSIDERATIONS

A Request for Bids (CB-2546) was advertised between 7/6/2025 and 7/22/2025. Eighteen vendors were contacted via mail/email on 7/2/2025 and three vendors responded. Bids were opened on 7/22/2025 at 2:00 PM.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$70,039.80. The funds for this purchase were planned and included in the FY25 Budget Process. This is \$5,960.20 under budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of one (1) 2026 Chevrolet CC31043 Utility Truck with Knapheide Utility Body from Lawrence Hall Chevrolet of Abilene, TX.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2546 Utility Trucks Resolution
2. CB-2546 Utility Truck Bid Tab
3. CB-2546 Utility Trucks Budget vs Actual
4. CB-2546 Utility Trucks Addtl Info
5. CB-2546 Utility Trucks PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE. TEXAS
TO PURCHASE ONE (1) ONE TON UTILITY TRUCK FROM LAWRENCE HALL CHEVROLET, ABILENE TX
THROUGH CB-2546**

WHEREAS, City of Abilene has a need for one (1) one ton utility truck; and

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

WHEREAS, City of Abilene received pricing for one (1) one ton utility truck through sealed bids CB-2546;
and

WHEREAS, Lawrence Hall is the lowest bidder to provide one (1) one ton utility truck;

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

PART 1: That the City Council approves this purchase from Lawrence Hall Chevrolet of Abilene, Texas in the amount of Seventy Thousand Thirty Nine Dollars and Eighty Cents (\$70,039.80) for one (1) one ton utility truck.

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

ADOPTED this 14th day August, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: FLEET
BID NO.: CB-2546
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: JULY 22, 2025

LAWRENCE HALL
ABILENE, TX

ARROW FORD
ABILENE, TX

RANDELL REED'S
GARLAND, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	1-TON UTILITY TRUCK	1	EA		*70,039.80		71,172.00		75,195.00						
BASE BID					*70,039.80		71,172.00		75,195.00						
DISCOUNT															
TOTAL BID					*70,039.80		71,172.00		75,195.00						

*NOTES: INDICATES RECOMMENDED AWARD

BUDGET vs ACTUAL COSTS**Utility Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4294	4204	Water Distribution	1T Utility Truck	\$76,000.00	\$70,039.80	(\$5,960.20)
				\$76,000.00	\$70,039.80	(\$5,960.20)

Under Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Utility Trucks**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4294	Water Distribution	2012	Ford	F-350	125,912	17,392	\$42,321.47	Auction	3 of 4	Unit met 3 out of 4 required replacement points

Utility Truck





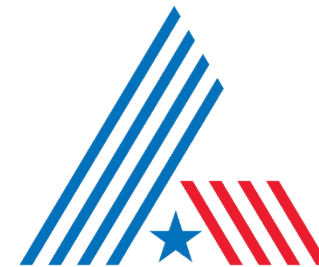
CB-2546 1T Utility Truck

- Replacing unit 4294 for Water Distribution
- One unit to be 2026 Chevrolet CC31043 3500.
- Recommend award of unit to Lawrence Hall Chevrolet





CB-2546 1T Utility Truck



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of Two (2) 2026 Chevrolet CK31003 Utility Trucks with Valve Turning Machines for Water Distribution from Lawrence Hall Chevrolet of Abilene, TX through CB-2547 (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2026 Chevrolet CK31003 Utility Trucks with Valve Turning Machines from Lawrence Hall Chevrolet of Abilene, TX through sealed Bid CB-2547 for Water Distribution, to replace units that have met the end of their useful life.

SPECIAL CONSIDERATIONS

A Request for Bids was advertised between 7/6/2025 and 7/22/2025. Eighteen vendors were contacted via mail/email on 7/2/2025 and three vendors responded. Bids were opened on 7/22/2025 at 2:00 PM and Lawrence Hall Chevrolet was the lowest responsive bidder.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$383,179.60. The funds for this purchase were planned and included in the FY24 and FY25 Budget Processes. This is \$86,679.60 over budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of two (2) 2026 Chevrolet CK31003 Utility Trucks with Valve Turning Machines from Lawrence Hall Chevrolet of

Abilene, TX.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2547 Valve Trucks Resolution
2. CB-2547 Valve Truck Bid Tab
3. CB-2547 Valve Trucks Addtl Info
4. CB-2547 Valve Trucks Budget vs Actual
5. CB-2547 Valve Trucks PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE TWO (2) VALVE TRUCKS FROM LAWRENCE HALL CHEVROLET, ABILENE TX THROUGH
CB-2547**

WHEREAS, City of Abilene has a need for two (2) valve trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024 and Fiscal Year 2025; and

WHEREAS, City of Abilene received pricing for two (2) valve trucks through sealed bids CB-2547; and

WHEREAS, Lawrence Hall Chevrolet is the lowest bidder to provide two (2) valve trucks;

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

PART 1: That the City Council approves this purchase from Lawrence Hall Chevrolet of Abilene, Texas in the amount of Three Hundred Eighty Three Thousand One Hundred Seventy Nine Dollars and Sixty Cents (\$383,179.60) for two (2) valve trucks.

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

ADOPTED this 14th day August, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: FLEET
BID NO.: CB-2547
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: JULY 22, 2025

LAWRENCE HALL
ABILENE, TX

RANDELL REED'S
GARLAND, TX

RANDELL REED'S
GARLAND, TX
OPTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	VALVE TRUCK	2	EA	191,589.80	*383,179.60		DOES NOT MEET SPECS		DOES NOT MEET SPECS						
BASE BID					*383,179.60										
DISCOUNT															
TOTAL BID					*383,179.60										

*NOTES: INDICATES RECOMMENDED AWARD

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Valves Truck**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4399	Water Distribution	2013	Ford	F-450 F4G	160,188	18,577	\$80,926.48	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4545	Water Distribution	2015	Ford	F-450 XL	121,974	14,802	\$39,822.60	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS**Valve Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4399	4204	Water Distribution	3/4 Ton Utility Truck	\$146,500.00	\$191,589.80	\$45,089.80
4545	4204	Water Distribution	3/4 Ton Utility Truck	\$150,000.00	\$191,589.80	\$41,589.80
				\$296,500.00	\$383,179.60	\$86,679.60

FY24 Replacement Budget
FY25 Replacement Budget

Over Budget

Valve Trucks





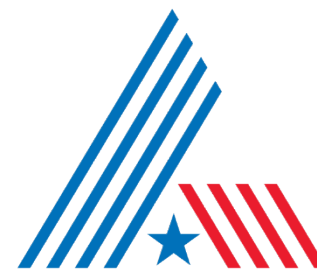
CB-2547 Valve Trucks

- Replacing units 4399 & 4545 for Water Distribution
- Units are to be 2026 Chevrolet CK31003 Cab and Chassis with Knapheide Body and a Wachs TM-7 –HD Valve Turning Machine.
- Recommend award of unit to Lawrence Hall Chevrolet





CB-2547 Valve Trucks



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Rondell Seratte, Police Chief

SUBJECT: 9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement with West Texas Health PLLC for Abilene Police Department Health & Wellness Exams *(Rondell Seratte)*

GENERAL INFORMATION

Pursuant to the Meet and Confer Agreement between the City and the Abilene Police Officers' Association, as part of the Department's Wellness program, all sworn employees subject to the Agreement shall undergo an annual medical physical, to include a heart scan, at the City's expense and consistent with the same comprehensive medical screening for Fire Department personnel with the exception of Fire Department cancer screenings. It is the express intent of the Parties that the annual medical physical will include a sonographic heart scan consistent with the Abilene Fire Department's heart scan.

The City proposes to contract with West Texas Health PLLC Occupational Health Services, Dr. Lynn Robinson, M.D. for one year in the amount of \$75,341.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Agreement will be funded through the Police Department budget.

STAFF RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with West Texas Health,

PLLC.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2025 Resolution Prof Servs Agmt West Texas Health
2. 2025_2026_APD_ContractForServices_WestTexasHealth (1)
3. Approve Prof Servs Agmt Wellness APD M&C

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH WEST TEXAS HEALTH, PLLC**

WHEREAS, pursuant to the Meet and Confer Agreement between the City and the Abilene Police Officers' Association, as part of the Department's Wellness program, all sworn employees subject to the Agreement shall undergo an annual medical physical, to include a heart scan, and

WHEREAS, the annual medical physical shall be at the City's expense and consistent with the same comprehensive medical screening for Fire Department personnel with the exception of Fire Department cancer screenings, and

WHEREAS, the annual medical physical will include a sonographic heart scan consistent with the Abilene Fire Department's heart scan, and

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

Part 1: That the City Council authorizes the City Manager to enter into a Professional Services Agreement with West Texas Health, PLLC, in the amount of \$75,341.00.

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

ADOPTED this 14th day of August, 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 14th day of August, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and West Texas Health PLLC Occupational Health Solutions / Dr. Lynn Robinson, M.D. ("Professional").

The City is engaged in health and wellness of sworn peace officers 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 Doctor of Medicine (M.D.) 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 September 30, 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.

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☐ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 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. 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:
Rondell Seratte, Chief of Police
Abilene Police Department
4565 S. 1st St., Abilene, TX
79605

Professional – ATTN:
West Texas Health PLLC / Dr.
Lynn Robinson, M.D.
Stacy L. Garley
1665 Antilley Rd, Ste 170,
Abilene, TX 79606

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: Abilene City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

Stacy L. Garley
By: Stacy L. Garley, BS, TRS, COHC

Title: OCHS Director

Address: 1665 Antilley Road, Ste 170
Abilene, Texas 79606

Phone Number: (325) 260-5606 or (325)
437-8618

Federal Tax ID#: 75-2624216

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

(229) BASELINE EXAMS @ \$329.00 PER OFFICER

TOTAL: \$75,341.00

Includes: Examination (History & Physical, PHQ-9 Screening with Provider, Discussion and review of component testing), Vitals, Audiogram Pulmonary Functions Test, PA / LAT (2V) Baseline Chest XRAY with Radiology Interpretation, Resting 12 Lead EKG w/ Interpretation; Baseline basic labs with Provider review.

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

OPTION 1 ____

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

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

OPTION 2 X

Payment is in a lump sum amount of \$75,341.00 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) ☐

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

(Option 2) ☒

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH WEST TEXAS HEALTH PLLC





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Marjorie Knight, Director of Finance

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Amendment to the Abilene Convention and Visitors Bureau FY 2025 Budget (Marjorie Knight)**

GENERAL INFORMATION

The Abilene Convention and Visitors Bureau (ACVB) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.202 of the Texas Tax Code. The agreement with Abilene Chamber of Commerce outlining procedures for the use of hotel occupancy tax by the ACVB requires their annual budget to be approved by the City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

In the attached letter, the ACVB requests to amend their original FY 2025 budget to increase the equipment/furniture line item from \$13,400 to \$81,400 to reflect an additional \$68,000 to purchase a replacement company vehicle. The current vehicle is at the end of its useful life and the vehicle will support the work of the ACVB in their efforts to promote Abilene as a premier destination for conventions, meetings, sports events, and leisure travel.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The ACVB receives reimbursement of expenses up to 49% of the hotel occupancy tax collected annually. This additional request would be funded within that 49%.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving an Amendment to the Abilene Convention and Visitors Bureau FY 2025 Budget
2. ACVB_FY 25 Budget Amendment Request
3. FY 24-25 ACVB Budget Original Adopted
4. Presentation - Resolution Approving Amendment to the Abilene Convention and Visitors Bureau FY 2025 Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING AN AMENDMENT TO THE ABILENE CONVENTION AND VISITORS
BUREAU FY 2025 BUDGET**

WHEREAS, the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget of the Abilene Convention and Visitors Bureau; and

WHEREAS, the Abilene Convention and Visitors Bureau has requested to amend the budget for FY 2025 to increase expenditures an additional \$68,000 for a replacement vehicle and

WHEREAS, the City Manager recommends approval of the budget amendment.

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

Part 1: The City Council of the City of Abilene, Texas has approved the amendment of the Abilene Convention and Visitors Bureau budget for FY 2025.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



August 7, 2025

Mayor Weldon Hurt and Members of the Abilene City Council
555 Walnut Street
Abilene, Texas 79601

Dear Mayor Hurt and Members of the City Council:

On behalf of the Abilene Convention & Visitors Bureau (ACVB), I respectfully submit this request for a Fiscal Year 2025 budget amendment for consideration at your upcoming City Council meeting.

The ACVB is requesting to amend the FY 25 budget to increase the **EQUIPMENT/FURNITURE** line item from **\$13,400 to \$81,400**, reflecting an increase of **\$68,000** to allow for the purchase of a new company vehicle.

The current vehicle, a 2019 Chevrolet Suburban LT, has logged more than 84,000 miles and is showing signs of wear, including noticeable engine vibrations at idle and a nonfunctional passenger seatbelt. These issues compromise passenger safety and risk taking the vehicle out of service unexpectedly. With nearly 100,000 miles on the vehicle, critical components like the transmission, suspension, and engine mounts are more prone to failure. As a company vehicle relied on for regular travel and client hosting, we believe replacing it now is a proactive, cost-effective decision that helps avoid costly downtime and ensures safety of staff and passengers.

The ACVB board of directors approved the vehicle replacement at its July board meeting, pending City Council approval of the necessary budget amendment. Historically, the Bureau has replaced its company vehicle every three years to maintain dependability and minimize maintenance costs. Based on general guidance from fleet management best practices and public sector benchmarks, replacing vehicles every 80,000–120,000 miles or every 3–5 years is considered a cost-effective and reliable strategy.

The requested amount will cover the cost of a white, full-size base model SUV, such as a Chevrolet Tahoe or GMC Yukon, from a local dealership selected based on availability at the time of purchase. The \$68,000 request includes tax, title, license, and reflects an estimated net cost after trade-in value of the Suburban. The actual purchase amount will depend on final pricing and trade-in valuation, and this budget amendment provides a prudent buffer to ensure flexibility.

The vehicle is a critical asset in supporting the work of the ACVB, including travel to trade shows, sales missions, site visits, conference bids, professional development conferences, and transporting materials for events and activations. Ensuring our team has a safe, reliable, and presentable vehicle is essential to promoting Abilene as a leading destination for conventions, meetings, sports events, and leisure travel.

We appreciate your thoughtful consideration of this request and your continued support of Abilene's growing tourism economy.

Sincerely,

Robert Lopez
Vice President
Abilene Convention & Visitors Bureau



**ABILENE CONVENTION & VISITORS BUREAU
FY 24-25 ANNUAL BUDGET PROPOSAL**

		FY 24-25
REVENUES		
0001	OCCUPANCY TAX	2,147,912
	DESIGNATED FUNDS	292,430
	TOTAL	2,440,342

EXPENSES		
ADVERTISING		
1001	ADVERTISING	430,289
1002	CO-OP MARKETING PROGRAMS	0
	TOTAL	430,289

SALES INCENTIVES		
2001	CONVENTION TRANSPORTATION	2,500
2002	CONVENTION INCENTIVES	107,600
2003	SPORTS INCENTIVES	73,500
	TOTAL	183,600

GROUP SALES		
3001	SITE SELECTION HOSTING	7,500
3002	SALES TRIPS	20,000
3003	BID PRESENTATION TRIPS	5,000
3004	SALES TRADESHOWS	34,750
	TOTAL	67,250

VISITOR SERVICES		
4001	PROMOTIONAL ITEMS	40,000
4002	DELEGATE KIT MATERIALS	20,000
4003	CONVENTION SERVICES	42,000
4004	SPORTS SERVICES	38,650
4005	HOSPITALITY PROGRAMS	3,200
4006	LEISURE TRAVEL TRADESHOWS	1,000
	TOTAL	144,850

SPECIAL PROJECTS		
	AYSA MULTIPURPOSE FIELDS	0
5001	HOT HOST	5,000
5003	TAYLOR COUNTY EXPO CENTER	35,000
5005	NATIONAL TRAVEL & TOURISM WEEK	1,000
	TOTAL	41,000

INTERNAL COSTS		
6001	ACCOUNTING	8,400
6002	ADMINISTRATIVE FEE	107,194
6003	AUDIT & LEGAL	4,400
6004	MEETINGS	15,000
6005	AUTO EXPENSE & MILEAGE	15,000
6006	DUES & SUBSCRIPTIONS	23,740
6007	OFFICE SUPPLIES	6,500
6008	IT SERVICES	10,000
6009	TELEPHONE	12,000
6010	SOFTWARE	76,660
6011	POSTAGE	5,500
6012	PRINTING	35,000
6013	EQUIPMENT/FURNITURE	13,400
6015	PROFESSIONAL/EDUCATIONAL	30,000
	TOTAL	362,794

BUILDING OPERATIONS		
	LIABILITY & PROPERTY INSURANCE	1,600
	DEPOT BUILDING RENTAL	144,000
	DEPOT BUILDING FUND	18,800
	TOTAL	164,400

MEDIA & PUBLICITY		
	MEDIA RELATIONS/PRESS TRIPS/FAM	10,000
	TOTAL	10,000

PERSONNEL		
	SALARIES	562,362
	PAYROLL TAX	43,021
	GROUP MEDICAL INSURANCE	85,046
	GROUP LIFE INSURANCE	6,211
	401K	44,989
	UNEMPLOYMENT TAX	2,100
	WORKERS COMP TAX	0
	TOTAL	743,729

CONVENTION & TOURISM EXPENSES	2,147,912
DESIGNATED FUNDS	292,430
TOTAL EXPENSES **	2,440,342

** FY25 total expenses include \$292,430 in expenses committed prior to FY24

Resolution Approving an Amendment to the Abilene Convention and Visitors Bureau FY 2025 Budget





Approving an Amendment to the Abilene Convention and Visitors Bureau (ACVB) FY 2025 Budget

- In accordance with the agreement for expenditure of hotel occupancy taxes, the ACVB budget must be approved by City Council.
- The FY 2025 budget was approved on September 12, 2024.
- The ACVB requests to amend their FY 2025 budget to include the purchase of a replacement vehicle that will be used by staff in their daily efforts to promote Abilene as a destination for conventions, meetings, events, and travel.





Approving an Amendment to the Abilene Convention and Visitors Bureau (ACVB) FY 2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements at the Northeast Water Treatment Plant (Matthew Dane)**

GENERAL INFORMATION

Water Utilities staff is requesting that the City Council approve Change Order No. 2 to the existing contract with Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements project at the Northeast Water Treatment Plant (NEWTP). This change order will add \$163,956.00 to the current contract, increasing the total from \$1,596,096.00 to \$1,760,052.00.

SPECIAL CONSIDERATIONS

During construction, staff discovered that the underdrains in Filter No. 4 were damaged and allowing media to bypass the filter. As a result, the filter was taken offline, reducing the plant's production capacity. Dowtech has proposed to perform the work needed to repair the underdrains, replace two valves, and reinstall new filter media. The \$163,956.00 in this change order covers the labor and equipment needed to complete the repairs. All parts and materials will be supplied separately by the City. The Department will separately procure the anthracite and sand filter media needed to return the filter to service. Restoring this filter is necessary to ensure the plant can operate at full capacity and meet system demands.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Change Order No. 2 to the contract with Dowtech Specialty Contractors, increasing the contract amount by \$163,956.00 to a new total of \$1,760,052.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - Dowtech CO2 - Filter Repair
2. Dowtech - CO 2 for Dry Polymer Caustic Improv. Filter 4 signed
3. 3 - Presentation - Dowtech CO2 - Filter Repair

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH DOWTECH SPECIALTY CONTRACTORS FOR THE SODIUM HYDROXIDE BULK STORAGE AND DRY POLYMER FEED IMPROVEMENTS AT THE NORTHEAST WATER TREATMENT PLANT.

WHEREAS, the City of Abilene owns and operates the Northeast Water Treatment Plant (NEWTP), which provides treated water to the City's distribution system; and

WHEREAS, the City previously awarded a contract to Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements at NEWTP under Resolution No. 40-2025; and

WHEREAS, damage to Filter No. 4 was discovered during construction, requiring repair of the underdrains and replacement of two valves; and

WHEREAS, the proposed Change Order No. 2 includes labor and equipment to complete these repairs in the amount of \$163,956.00, with the City supplying the required parts and materials; and

WHEREAS, the current contract amount is \$1,596,096.00, and approval of this change order will increase the contract to a revised total of \$1,760,052.00; and;

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

That the City Manager is authorized to execute Change Order No. 2 to the contract with Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements at the Northeast Water Treatment Plant, increasing the contract amount by \$163,956.00 to a revised total of \$1,760,052.00.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



City of Abilene

Final Signatures Contract Summary

DOCUMENT NAME: **Dowtech Specialty Contractor – Change Order No.2 for the Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements at NEWTP for Filter #4**

DATE ROUTING COMMENCED

7/9/2025

Please Complete the Following in Their Entirety

CITY COUNCIL APPROVED ITEM? ☐ YES ☐ NO ☐ N/A		IF YES, RESOLUTION NUMBER: In relation to Res No. 40-2025	
FORM 1295 ATTACHED ☒ YES ☐ NO ☐ N/A		IF NO OR N/A, STATE REASON: Filed with initial contract	
FORM CIQ ATTACHED ☒ YES ☐ NO ☐ N/A		IF NO OR N/A, STATE REASON: Filed with initial contract	
FUNDING SOURCE AND DESCRIPTION			
CONSTRUCTION RELATED DOCUMENT? IF YES, EXPLAIN Yes, this project will involve removal and replacement of media and under drains			
CONTRACT TERM (IF APPLICABLE)			
EFFECTIVE DATE/ START DATE (must be the same as shown on document) Upon Approval		EXPIRATION/ END DATE (must be the same as shown on document) ASAP	
RENEWAL OPTIONS?			
SUMMARY OF CONTRACT This project is in relation to the Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements at NEWTP. Specifically work to be performed on Filter #4			
Existing Contract Amount:		\$1,596,239.00	
Amount of additional cost per Change Order #2:		<u>\$ 163,956.00</u>	
Revised Contract Amount:		\$1,760,052.00	

05/02/2022

CHANGE ORDER



CITY OF ABILENE

CHANGE ORDER NUMBER: 02

1. CONTRACTOR: Dowtech Specialty Contractors
2. Change Order Work Limits:
Sta. N/A to Sta. N/A
3. Type of Change: Minor
(Major/Minor)

Project: Dry Polymer & Caustic Improvements

Street:

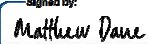
Contract Number:

4. Reasons: Addition of Filter #4 repair labor to the contract
5. Describe the work being revised: **The contractor will provide labor and equipment to the repair of Filter #4 at Northeast Water Treatment Plant. All materials and parts will be provided by the City of Abilene**
6. New or revised plan sheet(s), sketch(es), and estimates are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due. THE CONTRACTOR Date: <u>7/7/2025</u>  (Signature) Typed/Printed Name: Clint Carlile_ Typed/Printed Title: __ Vice President	<i>The following information must be provided:</i> Change in contract time: N/A Original contract price: \$1,471,239.00 Existing contract price \$1,596,096.00* Amount added or subtracted by this CO: \$163,956.00 Revised Contract Price: \$1,760,052.00 * Includes previous COs
--	---

RECOMMENDED FOR EXECUTION:

City Manager	Date
Signed by:  1A78010077EE40F... Matthew Dane	Date
Director	

June 26, 2025

Dowtech Specialty Contractors, Inc.
Gerald Downing
4703 CR 527
Baird, TX 79504
325-893-4684
dowtech@dowtechspecialty.com

City of Abilene
555 Walnut Street
Abilene, Texas 79601

Re: NE Plant
Filter 4 Rehab

Quote

- 1) Demo existing media and underdrains.
- 2) Install new underdrains and media.
- 3) Remove and replace 24" valve.
- 4) Remove and replace 18" valve.

Total: \$163,956.00

- The quoted price is for labor exclusively.
- All materials need to be provided by City of Abilene.

DOWTECH SPECIALTY CONTRACTORS, INC.



Nate Macleod

Approve Change Order No. 2 to Dowtech Contract for Improvements at NEWTP





Change Order No. 2 to Dowtech Contract for Improvements at NEWTP

- Approve Change Order No. 2 to Dowtech Specialty Contractors for \$163,956.00
- Current contract amount is \$1,596,096.00
- New total contract amount after Change Order No. 2 will be \$1,760,052.00
- Change Order includes labor and equipment to repair Filter No. 4
- Repairs include underdrain work and valve replacements
- City will separately purchase replacement filter media (anthracite and sand)
- Funded by Water Utilities Capital Improvement Program



Approve Change Order No. 2 to Dowtech Contract for Improvements at NEWTP

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: **12. Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Hargesheimer Water Treatment Plant Backwash Pipe Replacement Project (CB-2545) to Dowtech Specialty Contractors (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid for the Hargesheimer Water Treatment Plant (HWTP) Backwash Pipe Replacement Project to Dowtech Specialty Contractors. This project includes demolition and removal of existing supports and backwash piping, followed by installation of new piping, pipe supports, valves, and the relocation of instrumentation and metering equipment.

Bids were publicly advertised beginning June 18, 2025, and opened on July 17, 2025. One bid was received. The design engineer, Hazen and Sawyer, reviewed the submitted bid and recommends awarding the contract to Dowtech Specialty Contractors for the Base Bid and Additive Alternate 2, for a total amount of \$514,320.00.

SPECIAL CONSIDERATIONS

The HWTP is one of Abilene's primary water treatment facilities. The backwash system plays a critical role in cleaning the treatment filters, ensuring the plant operates efficiently and complies with regulatory standards. The existing backwash piping is constructed of aged PVC, which has developed leaks at glued joints. These joints are difficult to repair without cutting the pipe and inserting new sections. To address this issue, the project will replace the PVC with ductile iron pipe using mechanical joints. This will improve reliability and allow for easier maintenance and disassembly in the future. In addition, staff recommends accepting Additive Alternate 2, which provides an epoxy interior lining for the new ductile iron pipe. This lining will add a layer of protection, extending the life of the pipe and helping protect the downstream microfiltration equipment that receives water through the backwash system.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water Utilities Department Capital Improvement Program fund.

STAFF RECOMMENDATION

Staff recommends the City Council award the bid to Dowtech Specialty Contractors for the Base Bid and Additive Alternate 2 for the Hargesheimer Water Treatment Plant Backwash Pipe Replacement Project in the amount of \$514,320.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - HWTP Backwash Award Dowtech
2. Dowtech-HWTP Backwash Contract
3. Bid Review Recommendation - HWTP Backwash Pipe Replacement 7.22.2025
4. 3 - Presentation - HWTP Backwash Award Dowtech

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID FOR THE HARGESHEIMER WATER TREATMENT PLANT BACKWASH PIPE REPLACEMENT PROJECT (CB-2545) TO DOWTECH SPECIALTY CONTRACTORS.

WHEREAS, the City of Abilene owns and operates the Hargesheimer Water Treatment Plant (HWTP), which provides critical treatment capacity for the City's public water supply system; and

WHEREAS, the existing backwash piping system at HWTP has developed leaks and requires replacement to ensure continued operational reliability and maintain compliance with water quality standards; and

WHEREAS, one bid was received and publicly opened on July 17, 2025, and the engineer has reviewed the bid and recommends awarding the Base Bid and Additive Alternate 2 to Dowtech Specialty Contractors in the total amount of \$514,320.00; and

WHEREAS, Water Utilities staff concurs with the engineer's recommendation and has included funding for this project in the Capital Improvement Program 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 Dowtech Specialty Contractors for the Hargesheimer Water Treatment Plant Backwash Pipe Replacement Project (CB-2545) for the Base Bid and Additive Alternate 2 in the total amount of \$514,320.00.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 14th day of August, 2025 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Dowtech Specialty Contractors, Inc. of the City of Baird, State of Texas. ("Contractor").

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

THE AGREEMENT

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

ABILENE HARGESHEIMER WTP BACKWASH PIPE REPLACEMENT PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of \$514,320.00.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

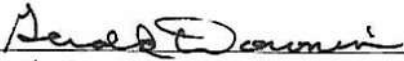
Name of Contractor:

Dowtech Specialty Contractors, Inc.

Business Address:

4703 CR 527

Baird, Texas 79504


Signature

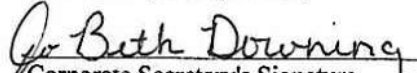
Gerald Downing
Name - Typed or Printed

(325) 893-4684
Business Phone No.

President
Title - Typed or Printed

752876279
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

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

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |



Hazen and Sawyer
8150 N Central Expressway, Tower II, Suite 700
Dallas, TX 75206 • 214,382,5750

July 22, 2025

Mr. Jeremiah Bihl, PE
Asst. Director of Water Utilities
City of Abilene
555 Walnut Street
Abilene, TX, 79601

Re: Bid Recommendation for the Hargesheimer Water Treatment Plant Backwash Piping Replacement Project (City of Abilene Project No. CB-2545)

Dear Mr. Bihl:

Bids for the Hargesheimer Water Treatment Plant Backwash Pipe Replacement Project were received on July 17, 2025 at 2 p.m. One bid was received as follows:

Bidder	Total Bid (includes Add. Alt. No. 2)
Dowtech Specialty Contractors	\$ 514,320.00

We recommend awarding this contract to Dowtech Specialty Contractors for the Base Bid and Additive Alternate No. 2 in the amount of \$514,320.00. Please let us know if you have any questions or require additional information.

Sincerely,

Ty Riebe, PE
Associate

Enclosure: Tabulation of Bids

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT:
BID NO.: CB-2545
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: JULY 17, 2025

DOWTECH SPECIALTY
CONTRACTORS
BAIRD, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	ABILENE HARGESHEIMER WATER TREATMENT PLANT BACKWASH PIPE REPLACEMENT PROJECT – BASE BID				448,920.00										
	ADD ALTERNATE 1.				36,449.00										
	ADD ALTERNATE 2.				65,400.00										
BASE BID					\$448,920.00										
ADDITIVE ALTERNATE 2					\$65,400.00										
TOTAL BID					\$514,320.00										
*NOTES: INDICATES RECOMMENDED AWARD															

Award the Bid for the HWTP Backwash Pipe Replacement Project to Dowtech Specialty Contractors





HWTP Backwash Pipe Replacement Project

- Project Scope
 - Demolition of existing PVC piping and supports
 - Installation of new ductile iron pipe with mechanical joints
 - Relocation of pressure transmitter and flow meter
 - Includes Additive Alternate 2: epoxy lining of interior pipe surface





HWTP Backwash Pipe Replacement Project

- Why This Matters
 - Existing PVC pipe has frequent leaks at glued joints
 - Ductile iron with mechanical joints allows easier maintenance and more reliable performance
 - Epoxy lining provides extra protection for downstream microfiltration equipment
 - Supports critical backwash function at Hargesheimer WTP





HWTP Backwash Pipe Replacement Project

- Contract Award
 - One bid received
 - Staff recommends awarding Base Bid + Add Alt 2
 - Total Award: \$514,320.00
 - Funded through Water Utilities CIP fund



Award the Bid for the HWTP Backwash Pipe Replacement Project to Dowtech Specialty Contractors

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Hamby Blower VFD Replacement Project (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. (eHT) for engineering and construction phase services associated with the Hamby Water Reclamation Facility (HWRF) Blower VFD Replacement Project. The total contract amount is \$135,500.

SPECIAL CONSIDERATIONS

The VFDs operate the process blowers that provide oxygen to the aeration basins. These blowers are essential to the wastewater treatment process, as they allow the microorganisms in the aeration basins to break down organic matter in the wastewater. Without the blowers, the plant cannot meet its permitted discharge limits.

The blowers are controlled by variable frequency drives (VFDs), which allow for responsive adjustment of blower speed based on oxygen demand. Recently, the plant experienced electrical anomalies that are believed to have caused the VFDs to fail catastrophically. With the VFDs out of service, the blowers cannot operate, and temporary equipment is being used to maintain treatment.

The scope of services includes field evaluation of existing conditions, coordination with blower and VFD vendors, HVAC evaluation for the blower room, dissolved oxygen sensor replacement, SCADA/control integration, development of plans and specifications, bidding assistance, and construction administration.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Enprotec / Hibbs & Todd, Inc. in the amount of \$135,500 for the Hamby Blower VFD Replacement Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - eHT PSA - Hamby Blower VFDs
2. eHT Hamby Blower VFD Contract
3. 3 - Presentation - eHT PSA - Hamby Blower VFDs

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC / HIBBS
& TODD, INC. FOR THE HWRF BLOWER VFD REPLACEMENT PROJECT.**

WHEREAS, the City of Abilene owns and operates the Hamby Water Reclamation Facility (HWRF), which treats municipal wastewater under Texas Commission on Environmental Quality (TCEQ) Permit No. WQ0010334004; and

WHEREAS, the HWRF relies on process blowers to supply oxygen to the aeration basins as part of the treatment process, and these blowers are controlled by variable frequency drives (VFDs); and

WHEREAS, the HWRF has experienced catastrophic failure of the existing VFDs, preventing blower operation and threatening the facility's ability to meet permitted discharge limits; and

WHEREAS, City staff recommends approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. to design and support the replacement of the VFDs and associated system improvements; and

WHEREAS, the contract will be funded through the Water Utilities Capital Improvement Program fund and includes design, bidding, and construction phase services;

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

That the City Manager is authorized to execute a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Hamby Blower VFD Replacement Project in the amount of \$135,500.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 14th day of August, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs & Todd, Inc, a Corporation organized under the laws of the State of Texas. ("Professional").

The City is engaged in Hamby WRF Process Blowers VFD Replacement and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☐ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 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:
Jordan Hibbs, P.E., President
402 Cedar Street
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

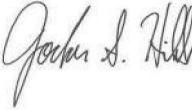
{Remainder of Page Intentionally Left Blank—Signature Page Follows}

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: Jordan S. Hibbs

Title:

Title: President

Address: 402 Cedar St., Abilene, TX 79601

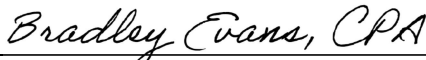
Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST:

ATTEST: (if corporation)

City Secretary



Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached Exhibit A and B (7 pages) for Scope of Services and Payment Schedule.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 _X_

Payment is in a lump sum amount of \$135,500.00 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 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) _X_

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

(Option 2) ____

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

CITY OF ABILENE – HAMBY WRF PROCESS BLOWERS VFD REPLACEMENTS

The City of Abilene (Abilene or City) is planning to replace and upgrade the variable frequency drives for the process blowers at its Hamby Water Reclamation Facility. The Consultant (or “Engineer”) shall perform the below design, bidding and construction phase services for the proposed project.

The full scope of services to be provided by the Engineer is set forth below.

I. Basic Services – Design Phase

- a. The Engineer shall perform the following Design Phase Services for the Hamby WRF Process Blowers VFD Replacements Project:
 - i. Attend pre-design meeting at the Hamby WRF to discuss project specifics with City Staff.
 - ii. Evaluate existing systems to determine compatibility with potential new VFDs.
 - iii. Coordinate with VFD vendors and Blower vendor.
 - iv. Evaluate and design HVAC improvements for the Blower room.
 - v. Replacement of dissolved oxygen (DO) sensors in aeration basins.
 - vi. Improvements to SCADA and controls to ensure proper operation of blower system.
 - vii. Develop drawings and specifications for the purpose of procuring a qualified contractor to implement the project.
 - viii. Prepare an Opinion of Probable Construction Cost (OPCC).
 - ix. Design shall be completed within 3 months after completion of the pre-design meeting.

II. Basic Services - Bidding Phase

- A. After acceptance by City of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, Engineer shall:
 1. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Attend the Bid opening and assist City in evaluating Bids or proposals.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

III. Basic Services - Construction Phase

- A. Upon successful completion of the Bidding Phase, Engineer shall:
1. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 3. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by

Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
5. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.
6. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
7. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions

and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.
9. *Inspections and Tests.* Require such inspections or construction materials tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
10. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
11. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in

subparagraph b. below and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

12. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.
- c. Engineer shall transmit these documents to City.

13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of

Acceptability of Work” that the Work is acceptable to the best of Engineer’s knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

EXHIBIT “B”

PAYMENT

Payment shall be made on a lump sum basis per the following breakdown:

Design - \$80,000

Bidding - \$8,000

Construction Phase Services - \$44,000

Temporary Blower Assistance - \$3,500

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.

**Approve a Professional Services Contract with Enprotec / Hibbs & Todd,
Inc. for the Hamby Blower VFD Replacement Project**





Hamby Blower VFD Replacement Project

- The VFDs controlling the process blowers at the Hamby Water Reclamation Facility have failed
- These blowers supply oxygen to the aeration basins and are essential for biological treatment
- Recent electrical issues are believed to have caused catastrophic failure of both VFDs
- A professional services contract with eHT will provide engineering design, bidding, and construction support
- Total contract amount: \$135,500, funded through the Water Utilities CIP fund



Approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Hamby Blower VFD Replacement Project

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Signature Automation, LLC for SCADA System Restoration Phase 1 (Matthew Dane)**

GENERAL INFORMATION

Water Utilities staff is requesting that the City Council approve a professional services contract with Signature Automation, LLC in the amount of \$180,320 for Phase 1 (System Review & Evaluation) of the SCADA System Restoration Project. Signature Automation will conduct project management and perform a comprehensive review of the existing SCADA system infrastructure at all three Water Treatment Plants, the Wastewater Treatment Plant, and remote facilities. Future phases will be brought to Council once the findings and recommendations from this assessment phase are completed.

SPECIAL CONSIDERATIONS

In April 2025, the City's SCADA system was impacted by a cyberattack. As a result, the SCADA systems at the City's water and wastewater facilities were isolated from the network to maintain operations, but access to servers that hosted the SCADA software and data historian were lost. The plants have been running on limited functionality using temporary local control setups, and the data historian is offline. Infected systems cannot be safely removed until replacements are designed and staged.

The proposed work under Phase 1 will provide a complete inventory of existing SCADA hardware and software, assess current vulnerabilities, identify integration challenges, and deliver block diagrams and a technical memorandum summarizing the current state of the system. This effort is critical to defining a secure, modern SCADA architecture that meets operational and cybersecurity needs.

Because cost estimating for subsequent design and implementation phases depends on

information gathered in Phase 1, staff will return to Council at a future date with a follow-up contract for those remaining phases.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water Utilities Department Capital Improvements Program (CIP) fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Signature Automation, LLC in the amount of \$180,320 for SCADA Restoration Phase 1.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - SCADA Restoration Phase 1 - Sig Auto
2. Sig Auto - SCADA Restoration Contract
3. 3 - Presentation - SCADA Restoration Phase 1 - Sig Auto

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH SIGNATURE AUTOMATION, LLC FOR PHASE 1 OF THE SCADA SYSTEM RESTORATION PROJECT.

WHEREAS, the City of Abilene owns and operates a public water and wastewater system that relies on Supervisory Control and Data Acquisition (SCADA) systems to monitor and control treatment plants and remote facilities; and

WHEREAS, following a cyberattack in April 2025, the City's SCADA systems were isolated from the network, and access to central servers and the data historian was lost; and

WHEREAS, the City must develop a secure, modern SCADA architecture to restore full functionality, improve resiliency, and ensure continued safe operations; and

WHEREAS, Signature Automation, LLC has provided a proposal to perform Phase 1 (System Review & Evaluation) to assess the existing SCADA systems, document infrastructure, and provide technical recommendations; and

WHEREAS, staff recommends approval of a professional services contract with Signature Automation, LLC for Phase 1 in the amount of \$180,320, to be funded from the Water Utilities Department's Capital Improvements 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 professional services contract with Signature Automation, LLC for SCADA Restoration Phase 1 in the amount of \$180,320.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This Contract, dated the 14th day of August, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Signature Automation, LLC, a Limited Liability Corporation organized under the laws of the State of Texas. (“Professional”).

The City is engaged in SCADA Restoration Preliminary Assessment – Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

Matthe Dane, Director of Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Professional – ATTN:

**Rick Hidalgo, P.E., President,
CEO, Signature Automation, LLC
17950 Preston Road, Suite 300
Dallas, TX 75252**

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

PROFESSIONAL

By:

By: 

Name:

Name: Rick Hidalgo, PE

Title:

Title: President & CEO

Address: 17950 Preston Road, Suite 300
Dallas, TX 75252

Phone Number: 469-619-1241

Federal Tax ID#: 80-0850553

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Signature Automation will review, design, specify, and implement a modern, secure, and resilient SCADA system that restores operations and enhances long-term reliability. Phase 1 will focus on a Preliminary Assessment and Project Management Phase. The follow up phases will be determined as deemed warranted resulting from the assessment of Phase 1.

See attached Statement of Work, (11 pages) submitted by Signature Automation dated August 5, 2025 for a detailed scope of work.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(per the attached Time and Materials Billing Rates) per hour, or per the attached schedule, not to exceed \$180,320.00.

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, 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) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

City of Abilene Water Utilities

SCADA Restoration Project

Phase 1 – System Review & Evaluation

Statement of Work

August 5, 2025

Prepared by:



Signature Automation, LLC
17950 Preston Road, Suite 300
Dallas, TX 75252
TBPE Firm No. F-14711

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Introduction

The City of Abilene's SCADA system experienced a cyber incident that disrupted SCADA infrastructure at the City's three Water Treatment Plants (WTPs), one Wastewater Treatment Plant (WWTP), and associated remote facilities.

The City has requested Signature Automation to provide professional services to review, design, specify, and implement a modern, secure, and resilient SCADA system that restores operations and enhances long-term reliability.

The Signature Automation team will assist the City in developing a comprehensive plan for upgrading and enhancing the existing SCADA Systems at the City's Water and Wastewater Treatment Facilities. A key focus of the plan will be standardizing the SCADA System hardware and software components, procedures and practices across all facilities. Signature Automation will first conduct an assessment of the current state of the existing SCADA systems. Then through focused interviews and stakeholder workshops, we will help the City formulate their operational and technical requirements needed to meet those objectives. Based on these requirements, Signature Automation will identify the areas in which the current SCADA Systems fall short of the identified requirements and, where appropriate, analyze different alternative approaches for fulfilling those requirements. Signature Automation will then perform a set of integrated design and implementation phases designed to move the City from the current state of the SCADA Systems to the desired future state.

Signature Automation proposes to execute this work in multiple phases as noted below:

Phase 1 - System Review & Evaluation

Phase 2 – SCADA System Requirements

Phase 3 – SCADA System Design

Phase 4 – Procurement Support

Phase 5 – SCADA System Implementation

The scope of services included herein reflects the work associated with Phase 1. Future phases will be negotiated upon gaining an understanding of the needs during this evaluation phase.

Detailed Scope of Work

Phase 1-100 Project Management

This phase consists of the ongoing effort to manage the activities of the Signature Automation Design and Implementation teams and includes internal meetings and coordination. The phase also includes conducting monthly progress meetings, developing progress reports and invoices, and performing QC review of formal deliverables.

Task 110 Conduct Project Kickoff Meeting

A two-hour Project Kickoff meeting, chaired by Signature Automation's Project Manager, will be held following project award and notice-to-proceed. This meeting will be an opportunity for Signature Automation's team to receive direct input and feedback with respect to the City's goals and expectations for this project. This meeting will ensure a common understanding of the detailed project scope and schedule by the entire project team. We will review the planned tasks, with special emphasis on the site visits, workshops and review meetings that will involve City staff. These tasks represent a significant time investment for your key resources, and in order to minimize the impact on their daily responsibilities, it will be important to establish target dates for all on-site activities.

During the meeting, a set of overall project goals will be developed. These goals will be reviewed at various phases of the project to ensure that they are being achieved. At the conclusion of the project, the goals will be reviewed to assess the overall success of the project.

We will also review the general format, planned content, and scheduled delivery dates for all project deliverables. Developing consensus on the look-and-feel of these documents early in the project will help expedite the City's review. We will also discuss the mechanism that will be used for submittal review. With the City's approval, Signature Automation will utilize a web-based project site for distribution and review of project documents. We will provide a demonstration of the project portal during the kickoff meeting.

Deliverables:

- Kickoff Meeting Agenda & Meeting Minutes

Task 120 Conduct Progress Meetings

Progress review meetings will be held on an approximately monthly basis to review project status with the City. A total of three (3) monthly progress review meetings have been estimated for Phase 1. When possible, progress review meetings will be scheduled to occur in conjunction with workshops and meetings described below. Upon mutual agreement, some progress review meetings will be conducted by teleconference.

Deliverables:

- Progress Meeting Agendas & Meeting Minutes

Task 130 Submit Progress Reports and Invoices

Progress reports will be submitted to the City's Project Manager every month for the duration of the project. The progress reports will be formatted to summarize the work completed for the current month and the work planned for the following month. The progress reports will also provide a task-by-task analysis of budget expended versus progress to date. If the expenditures for any task are

significantly out of proportion to progress, the report will include a discussion of the contributing factors and a proposed plan for correcting the situation.

Progress reports will also include an updated Action List, Decision Log, and Project Schedule.

Deliverables:

- Progress Meeting Agendas & Meeting Minutes

Task 140 Provide Team Coordination and Oversight

Signature Automation will provide coordination and oversight of its project team to ensure that tasks are completed on-time, on-budget, and on-schedule. Internal coordination meetings will be conducted weekly or as-needed.

Deliverables:

- None

Task 150 Perform QA/QC

Signature Automation will employ an internal QA/QC process that ensures that each project deliverable is reviewed before submitting to the City. The QA/QC process will entail both administrative (punctuation, grammar, spelling, format) aspects of the document as well as technical content.

Deliverables:

- None

Phase 1-200 System Review & Evaluation

Before undertaking the SCADA System requirements definition, system design, and implementation phases, it is important to conduct a thorough review of the existing SCADA Systems. This review will help to evaluate components that should be upgraded or replaced as well as those that can be incorporated into the new and upgraded systems.

Task 210 Review Existing SCADA System Documentation

At the onset of the evaluations, Signature Automation will provide the City with a list of the SCADA System documents that we would like to review. These documents will include System Block Diagrams, Network Block Diagrams, Communication System Block Diagrams, Record (As-Built) Drawings, Operations and Maintenance (O&M) Manuals, SCADA and I&C Standards, Process Control Narratives, etc.

We request that the City provide as many of these documents as possible in electronic format, preferably by uploading them to the project website. For any documents that are not available electronically, we request that copies for off-site review be provided at the Project Kickoff Meeting.

Signature Automation will perform a high-level review of these documents to gain a more complete understanding of the SCADA Systems currently in use. As part of this review and during the Site Visits, we will make note of missing or out-of-date documentation. If it is determined that there are significant shortcomings with the existing documentation, the Strategic Plan will identify an initiative during the System Design and Implementation phases to update and improve the SCADA System documentation.

Task 220 Perform Site Visits

Signature Automation will perform an onsite evaluation of the City's current SCADA system to assess infrastructure and determine restoration or replacement needs. Signature Automation will conduct site visits to the City's water and wastewater facilities. Following is a preliminary list of the sites to be visited.

- Water System
 - Northeast Water Treatment Plant
 - Grimes Water Treatment Plant
 - Hargesheimer Water Treatment Plant
 - Nine (9) Pump Stations
 - Two (2) Intake Stations
 - One (1) Ground Storage Tank
 - Eight (8) Elevated Storage Tanks
 - One (1) Pre-Disinfection Facility
- Wastewater System
 - Hamby Water Reclamation Facility
 - Four (4) Sewer Lift Stations
 -

The final list of sites and the dates for the visits will be established during the Project Kickoff Meeting.

The purpose of the site visits is for our project team to develop an overall understanding of the existing SCADA System components and systems. At each site, we will review PLC/RTU installations, communication network equipment, cyber and physical security measures, and SCADA System equipment (SCADA System servers, workstations, Historian, etc.).

Based on the number and type of facilities that are part of City's water and wastewater systems, we anticipate that the site visits will require approximately 10 days on-site. To manage project costs and the disruption for City staff, we propose to conduct all site visits during two separate one-week engagements.

We ask that the City provide a staff member(s) to accompany our site visit teams to each location. This staff member should be familiar with the facilities being visited and the general functionality of the SCADA/communications system equipment located at that facility.

Signature Automation has developed a Site Visit Checklist which will be used to gather data during the site visits. We will distribute these checklists to the assigned City staff prior to each visit so that they can familiarize themselves with the items to be reviewed. We will begin each day with a brief meeting to discuss the general characteristics of the sites being visited as well as any special considerations.

During each site visit, we will review the following:

- General characteristics of the overall SCADA System design
- HMI software in use and a general overview of the display standards employed
- Type of PLC/RTU in use along with general field conditions and functional application
- Overview of process automation
- Type of communications system in use along with installation characteristics
- Outdated or non-functional components

Our site visit team will take copies of the applicable system documentation along to each site and perform spot checks of the accuracy, currency, and completeness of the documents. Our site visit team will also compile field notes and take digital photos at each location. These notes and photos will be included as appendices in the Current State Technical Memorandum.

Deliverables:

- Site Visit Notes and Photographs

Task 230 Develop SCADA System Inventory

During the site visits, the Signature Automation team will compile the data for developing a comprehensive inventory of the SCADA System hardware and software components currently in use.

For each hardware component, the following data will be gathered:

- Location
- Device type – server, storage unit, workstation, display monitor, PLC, OIT, network switch, radio, UPS, etc.
- Size/Capacity, where applicable
- Manufacturer/Model Number
- Device name
- General physical condition
- Known or observed issues

For each software component, the following data will be gathered:



- Software type/function – operating system, backup, security, network management, access control, communications, alarm management, HMI module, PLC control, etc.
- Manufacturer/Version
- Capacity, where applicable
- Location – components where software is installed
- Known or observed issues

Deliverables:

- SCADA System Inventory (MS Excel or MS Access)

Task 240 Conduct Stakeholder Interviews

Signature Automation will conduct one-on-one interviews with several City staff. Signature Automation will work with the City's Core Team to identify specific staff members who have unique or special perspectives on the state of the current SCADA Systems as well as the requirements for upgrades and enhancements. It is valuable to get the input of these key individuals in a more personal environment outside the Requirements Workshops that will be conducted in Task 310. In most cases, the staff selected for the personal interviews will also participate in the Requirements Workshops for their functional workgroup.

For estimating purposes, we have assumed that we will conduct one-hour interviews with up to five (5) City staff members.

Deliverables:

- Interview Notes

Task 250 Conduct Meetings with Vendor-Specific SCADA Suppliers

Signature Automation will conduct up to four (4) one-hour virtual meetings with representatives of the vendor-specific SCADA components being used at the Hamby WRF and the Hargesheimer WTP. Prior to the meetings, we will ask the vendor representatives to provide information about these systems, including block diagrams, equipment lists, control narratives, etc.

We will use these meetings to gain a basic understanding of the purpose and capabilities of these systems and to determine the manner in which these systems can be more fully integrated with current and future SCADA System components.

Deliverables:

- Meeting Agendas and Minutes

Task 260 Develop Existing SCADA System Block Diagrams

Based on the information gathered during the site visits, Signature Automations will develop a set of block diagrams that depict the existing SCADA Systems.

The following block diagrams will be developed:

- Overall SCADA System Block Diagram – high-level representation of components at each facility including communication paths between facilities

- Detailed SCADA System Block Diagrams (Northeast WTP, Grimes WTP, Hargesheimer WTP, Hamby WRF) -HMI servers and workstations, PLCs, OITs, and other major components. In-plant networks will be shown at a functional level.
- Network Block Diagrams at each facility – network switches and routers, network routing, network media (coax, fiber)
- Remote Communications Block Diagrams – connection between in-plant SCADA components and remote locations (pump stations, lift stations, etc.) showing radio types and antenna types
- Intra-Plant Communications Network – showing communication paths between facilities

Depending on the complexity of the systems, it may be possible to combine some of the block diagrams.

Deliverables:

- Existing SCADA System Block Diagrams

Task 270 Develop Current State Assessment Technical Memorandum

Signature Automation will develop a technical memorandum (TM) that provides a high-level overview of the current state of the existing SCADA Systems. The overview will describe general functionality and characteristics shared by all of the systems along with specific information about each individual system. For each SCADA System, the TM will provide a block diagram of the existing SCADA System.

The SCADA System Inventory will be included as an appendix to the technical memorandum,

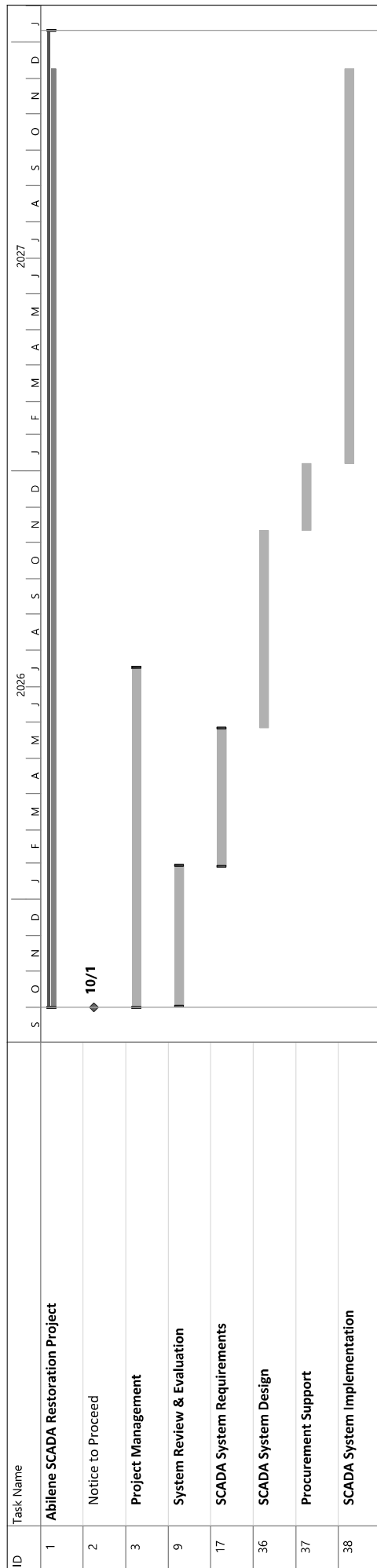
Signature Automation will prepare a draft version of the Current State Technical Memorandum for City review. After a five-day review period, Signature Automation will conduct a half-day workshop to discuss the TM with the City's Core Team. After the workshop, the City will have five additional days to accumulate review comments and provide a consolidated set of comments to Signature Automation. The City's review comments will be incorporated into the final version of the Current State TM.

Deliverables:

- Review Workshop Agenda and Minutes
- Current State Assessment Technical Memorandum (draft and final)

Project Schedule

Although this scope of services is for Phase 1 – SCADA System Review & Evaluation, the schedule shown reflects the anticipated schedule for all phases associated with the project.





2025 Time & Materials Billing Rates

The labor rates and charges shown herein apply to all “Time & Materials” based assignments for the 2025 calendar year.

I. LABOR RATES

Services shall be available at the hourly rates shown below. Rates include all payroll taxes, benefits, overhead and profit. Straight time will be billed for hours worked during normal business hours and for normal eight (8) hour days, Monday thru Friday. Overtime rates at one and a half (1.5) times the hourly rate for hourly employees denoted with an “*” shall apply for all hours worked in excess of the normal eight (8) hour day and for all hours worked on Saturdays and Sundays. Services performed on normal Holidays shall be charged at two (2) times the published hourly rate. Emergency rates at one and a quarter (1.25) times the published straight time hourly rate based on definition of emergency services in scope of work.

ROLE/TITLE	Straight Time Hourly Rates
Principal	\$250.00
Senior Professional Engineer/Project Manager	\$230.00
Professional Engineer/Project Manager	\$200.00
Engineer III	\$175.00
Engineer II	\$145.00
Engineer I	\$125.00
Senior Control System Programmer	\$195.00
Control System Programmer III	\$175.00
Control System Programmer II	\$140.00
Control System Programmer I	\$125.00
Principal IT Consultant	\$245.00
Senior IT Consultant	\$195.00
IT Consultant II	\$170.00
IT Consultant I	\$145.00
Senior Engineering Aide	\$110.00
Engineering Aide II	\$100.00
Engineering Aide I*	\$ 95.00
Senior Drafter/Designer*	\$115.00
Drafter/Designer *	\$100.00
Engineering Intern*	\$ 90.00
Senior Project Administrator/Accountant	\$ 110.00
Project Administrator/Accountant*	\$ 85.00

II. TRAVEL EXPENSES

All travel expenses in support of the work provided on a time and materials basis shall be billed at cost plus ten (10) percent. Mileage will be invoiced at the current US General Services Administration (GSA) rates.

III. ESCALATION OF RATES

For time and material contracts that extend beyond the 2025 calendar year, labor rates shall escalate every year by a maximum of 3% per year.

Approve Contract with Signature Automation for SCADA Restoration

Phase 1





SCADA Restoration

- Contract with Signature Automation, LLC
- Total amount: \$180,320
- Covers Phase 1: System Review & Evaluation
- Funded from the Water Utilities Capital Improvements Program (CIP) fund





SCADA Restoration

- SCADA systems isolated from network for plant safety
- Lost access to servers and historian data
- Plants are running on limited local controls
- Infected systems cannot be removed until replacements are identified





SCADA Restoration

- **What's Included in Phase 1**

- Project kickoff and monthly coordination
- Full inventory of SCADA hardware and software
- Site visits to all WTPs, WWTP, pump stations, lift stations
- Stakeholder interviews and vendor meetings
- Technical memorandum detailing current SCADA system condition
- Development of existing block diagrams





SCADA Restoration

- **Future Phases Will Include:**

- Development of equipment and software requirements
- Design and implementation planning
- Final system procurement, installation, and testing
- Staff will return to Council with new contract once Phase 1 is complete



Approve Contract with Signature Automation for SCADA Restoration Phase 1

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of a Replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump (Matthew Dane)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the purchase of a replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump Station for the amount of \$118,500.00. The Bar Screen Compactor Unit is essential for the proper processing and disposal of screened solids removed from the wastewater stream at the Buck Creek Pump Station.

The part is a replacement part or component for equipment, and is exempt from competitive bidding.

SPECIAL CONSIDERATIONS

The City of Abilene owns and operates the Hamby Water Reclamation Facility. The City holds a TPDES permit from the Texas Commission on Environmental Quality for the operation of the treatment plant, five lift stations including the Buck Creek Lift Station, and the municipal wastewater collection system. The Buck Creek Lift Station includes coarse bar screens for the removal and subsequent disposal of large suspended solids, and a grit removal unit for the removal and subsequent disposal of coarse sand and gravel. The compactor unit partially dewateres and compresses the solids prior to discharge into a haul trailer used for transporting the solids to an offsite solid waste landfill.

The compactors are critical to the overall operation of the lift station, which is the main transfer lift station for the City of Abilene's sewer system. The station is equipped with two ¼" bar screens and two corresponding compactors, which are essential for removing solids before the

flow continues to the Hamby Treatment Plant. Currently, the system is operating with only one screen and compactor. The second bar screen and compactor have failed and been deemed unrepairable by maintenance staff. Its components are approximately ten years old and are installed in a highly corrosive environment with high humidity, hydrogen sulfide gas, grease, and grit that accelerate wear and deterioration.

When in good working condition, each bar screen and compactor are rated to process up to 15 million gallons per day (MGD). While average daily flows at the station are approximately 12 MGD, flows can increase significantly during rain events. Operating with a single functioning screen and compactor introduces a major vulnerability. If the remaining unit fails, it could create a critical system failure point, potentially leading to backups, environmental violations, and damage to downstream treatment equipment.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water Department's Capital Improvements Program (CIP) fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of the Bar Screen Compactor Unit from Vision Equipment in the amount of \$118,500.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - Buck Creek Compactor Purchase
2. Duperon - Replacement of Washer Compactor at Buck Creek Lift Station
3. 3 - Presentation - Buck Creek Compactor Purchase

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE PURCHASE OF A BAR SCREEN COMPACTOR UNIT FROM
VISION EQUIPMENT FOR THE BUCK CREEK PUMP STATION.**

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility and the associated lift stations and wastewater collection system as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality; and

WHEREAS, the Buck Creek Pump Station receives by gravity flow the municipal wastewater produced by Abilene and certain regional customers, processes it, and pumps it through a force main uphill to the Hamby Water Reclamation Facility; and

WHEREAS, the Buck Creek Pump Station utilizes coarse bar screens to remove large suspended solids which are subsequently fed through a compactor unit for dewatering and compaction before placement in a trailer for subsequent offsite disposal at a solid waste landfill; and

WHEREAS, Vision Equipment is the manufacturer's authorized distributor in this region for the replacement bar screen compactor unit for the Buck Creek Pump Station and can supply the needed unit for the price \$118,500.00; and

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

That the City Manager is authorized to purchase the Bar Screen Compactor Unit from Vision Equipment for the price of \$118,500.00.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



June 4, 2025

Subject: Duperon Products, Parts and Service for Texas

To Whom It May Concern,

The intent of this letter is to confirm that Duperon Corporation® and its representative agency, Vision Equipment are the sole source for Duperon® branded screens, washer compactors, and other equipment, service parts and associated accessories for the entire state of Texas. These products and parts are patented, fabricated and produced in Saginaw, Michigan by Duperon Corporation and are not made under license or other arrangement by any other manufacturer.

If you have any further questions or concerns, please do not hesitate to contact us at 800.383.8479

Best regards,

A handwritten signature in blue ink that reads "Mark Hickok".

Mark Hickok
Regional Manager
(989)412-0289

**City of Abilene WWTP – Buck Creek LS W/C Replacement
Vision Equipment Proposal R1# Abilene-BuckCreekLS-DC-WC**



Vision Equipment

TEXAS • NEW MEXICO • OKLAHOMA

**Presented To:
City of Abilene**

**Vision Equipment Contact:
Chris Hanley (214) 354-8265**



Technologies for Municipal and Industrial Wastewater Treatment

- Water Treatment Membranes
- Headworks Course Screening
- Headworks Fine Screening
- Indexed Tray De-Gritting
- Vortex De-Gritting
- Septage Receiving Stations
- In-Line Grinding
- Manhole Grinders
- Grit Classifiers
- Clarifiers
- Oxidation Ditch Systems
- Fine Bubble Aeration
- Course Bubble Aeration
- Lagoon Aeration
- Retractable Aeration
- Oxidation Ditch Conversions
- Biosolids Thickening
- Biosolids Dewatering
- PD Blowers
- Turbo Blowers
- Horizontal UV Disinfection
- SBR
- MBR
- Packaged WWTPs
- Sludge Holding Tank Aeration
- Digester Mixers
- Trickling Filters
- SS Mesh Filters
- Washer/Compactors

Certifications: Texas HUB, SCTRCA WBE, SCTRCA WBE, Austin WBE, Austin MBE

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS
David Bartlett San Antonio C: 210-381-4030 David@visionequipment.net	Hershel Ezzell, Jr., P.E. Houston C: 281-850-5414 Hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 Randall@visionequipment.net	Chris Hanley Office Manager, Sales C: 214-354-8265 Chris@visionequipment.net
NORTH TEXAS	SOUTHEAST TEXAS	WEST TEXAS	TEXAS
Christopher Lakin, P.E. Texas O: 719-997-9794 Chris.Lakin@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 Keisha@visionequipment.net	Mike Neill Amarillo C: 806-336-9913 Mike@visionequipment.net	Home Office Vision Equipment 6 Falls View Fair Oaks Ranch, TX 78015

www.visionequipment.net



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June 04, 2025

To: Eric Martinez, City of Abilene
John Holton, City of Abilene

Reference: City of Abilene WWTP - Buck Creek LS

Subject: Duperon W2719 Replacement Washer Compactor with Long Chute

Vision Equipment ProposalR1# Abilene-BuckCreekLS-DC-WC-06042025

Dear John and Eric,

Thank you for the opportunity to provide a proposal to replace the existing W2719 Duperon Washer Compactor with long chute at your City of Abilene Wastewater Treatment Plant – Buck Creek LS.

Please find below the scope of supply and pricing schedule:

Vision Equipment – Pricing Schedule			
Description	Quantity	Supplier	Pricing
Washer Compactor	1	Duperon	\$ 118,500.00
Custom Chute	1	Duperon	
VFD Upgrade	1	Duperon	
Freight	Lot	Duperon	
Installation Certification, Start-Up, and Training	Lot	Duperon	
Adjustment and Retraining 6 months after Startup	1	Duperon	
Adjustment and Retraining 12 months after Startup	1	Duperon	
Submittals will be available 6-8 weeks after acceptance of PO Shipment is 18-26 weeks after receipt of approved submittals			

Terms of Sale are as Follows:

- A. Pricing includes current tariff changes
- B. This proposal remains valid until September 04, 2025
- C. Payment Terms for this project are as follows:
 - a. 25% Invoiced upon receipt of submittals/engineering drawings
 - b. 65% Invoiced upon equipment delivery
 - c. 10% Invoiced upon successful start up
 - d. All payments are due Net 30 days

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- D. Upon Approval, Purchase Order Coordinates will be provided
- E. Demolition and removal of the above equipment is not included
- F. Unloading of the above equipment upon arrival is not included
- G. Installation of the above equipment including any piping or electrical is not included unless stated as installed above in the scope of supply
- H. The Vision Equipment Price is based on the enclosed Standard Terms & Conditions

Vision Equipment is a State of Texas certified HUB and WBE supplier. Items purchased from Vision Equipment will be eligible for credit under the enclosed certifications: Texas HUB, SCTRCA WBE, SCTRCA WBE, Austin WBE, Austin MBE.

Please reach out with any questions.

We remain at your service,

Chris Hanley
Vision Equipment
(214) 354-8265

Cc: David Bartlett, VE San Antonio

Enclosed: Sole Source Letter and Duperon Proposal# P14020 Dated 04302025

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Thank you Texas and Oklahoma!

WITH VISION EQUIPMENT YOUR SOLUTIONS ARE CLEAR

#1 HEADWORKS & STORM SCREEN

Duperon FlexPake™, IQ™, IQ2™, SCT™

3D CONTINUOUS PATH CONVEYANCE

Serpentix Pathwinder™, Flex End™, Model H™

WTP ONLINE ZETA POTENTIAL COAGULATION OPTIMIZATION

Marmac Water

#1 CLARIFIER

Envirodyne Systems, Inc



#1 TURBO BLOWERS

APG-Neuros

AWARD WINNING

RETRIEVABLE FINE BUBBLE AERATION

Jaeger-Aeration: Pioneer of Fine Bubble

SLUDGE MAPPING & REMOVAL

Sciphyn Robotic Micro-Dredging

RECEIVING & DISPENSING STATIONS

Franklin Miller: Bulk Water, Septage, Airports

Certifications: Texas HUB, SCTRCA WBE, SCTRCA WBE, Austin WBE, Austin MBE

Anaergia - Biogas Recovery Solutions, Green Credits

APG Neuros - High Speed Turbo Blowers, Gas Turbine Blowers, Air and Magnetic Bearings, and Advanced Aeration Control Systems

AquaPyr - Cloth Media Filters, Phosphorus Reduction, Splitter Boxes

AquaTec, Inc. - Submersible Aeration Mixers (SAM)

C.E. Shepherd - Trickling Filter Media, Under Drains

CECO Environmental - Odor Control, Bioscrubbers, Carbon Systems

CERAFILTEC - Advance Ceramic Membrane Solution Worldwide

CleanTek - Roto-Sieve Fine Drum Screens, SBR

Duperon - Mechanical Bar Screens (Coarse, Fine, and Low Flow), Dual Auger Rag Removal Systems and Washer Compactor, Internally Fed Rotary Drum Screen, Storm Screens, TrashRack Screens

Dynamic Water Control Gates - Stainless Steel & Aluminum - Slide, Channel, Flap, and Weir Gates, TSVs, Stop Gates and Logs

Envirodyne Systems, Inc. - Indexed Tray De-gritting, Disk Aerators, Clarifiers, DHV-Approved Surface Aerators, Thickeners, Anaerobic Digester Covers, Rotary Distributors, Brush Type Weir Cleaners

Franklin Miller - Twin Shafted Grinders, In-Line Grinders, Septage Receiving Systems, Bulk Water Fill Stations, Screenings

GEA Westfalia - Decanter Centrifuges for Municipal Sludge

Thickening and Dewatering Applications

Guardian Environmental - Chain and Flight Sludge Collectors

H2O Innovation - MBR, UF, IFAS Systems

Invent Filtration Technologies - Tertiary SS Disk Filter

Ishigaki USA LTD - Screw Press Dewatering, Sludge Thickening

Jaeger-Aeration - 9" Disc Retrofit to Strip Diffusers, Retrievable & Fixed Grid Fine Bubble Aeration, BNR Processes, Energy Saving Cyclical Aeration Designs, Coarse Bubble Retrievable Aeration

Marmac Water - Online Zeta Potential, Coagulation Optimization via LowDose™ Software, Demos and Pilots Available

Midwest Fabricators - FRP Weirs, Baffles, and Troughs

Mixing Systems, Inc. - Hydraulic Tank Mixing

MLM Conveying Systems, Inc. - Engineered Bulk Conveyance and Handling Systems: Shafted, Shaftless, Vertical

Neotec UV - Horizontal Ultraviolet Disinfection

Serpentix - Three-Dimensional Continuous Path Conveyance and Flight Distribution for Materials Ranging From Solids to Near-Liquid

Scinor - Replacement UF Membrane Filters

Sciphyn - Robotic Sludge Removal, Robotic Dredging, ROV Visual Inspection Services, Sediment Mapping, No Outage Required

UltraFlote - Aluminum, SSTL, & Hybrid Flat Covers, Geodesic Domes, Advanced Tank Cover Technology, Internal Floating Roofs

United Blower, Inc. - PD Blowers, Sound Enclosures Packages

WTP Equipment Corp. - Shafted and Shaftless Screw Conveyors

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Vision Equipment, LLC
Standard Terms and Conditions of Sale

Section One: Terms Applicable

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders accepted by Vision Equipment and Consulting ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). This quotation or acknowledgment and acceptance is expressly made conditional upon Buyer's assent to such terms and conditions. Any of Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. Objections to any terms and conditions contained herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if Buyer either makes any payment to Seller or accepts any delivery of the Product. The term "this Agreement" as used herein means this quotation or acknowledgment together with any attachment hereto, any documents expressly incorporated by reference and these Standard Terms and Conditions of Sale.

Section Two: Delivery

- A. Delivery dates are good faith estimates and do not mean that "time is of the essence". Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Unless otherwise agreed in writing by Seller, title and risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products F.O.B., Seller's plant (F.O.B., point of manufacture for any Product shipped direct to Buyer from any location other than Seller's plant).
- B. Seller shall not be liable for any loss or delay due to acts of governmental authority, laws or regulations, strikes, fires, floods, earthquakes, severe weather, epidemics, quarantine restrictions, war, riot, acts of Buyer, wrecks, delays in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller. In the event of any such delay in performance due to such causes, the date of delivery or performance shall be deferred for a period equal to the time lost by the reason of the delay

Section Three: Warranty

- A. Seller warrants to Buyer that the Products will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer a replacement part or repair the defect in place. Seller will have no warranty obligations under this Section 3(A): (i) if Buyer fails to ensure that the Products are operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are

repaired by someone other than Seller or have been intentionally or accidentally damaged, or (v) corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable.

- B. Seller further warrants to Buyer that at delivery, the Products will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.
- C. THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- D. The remedies provided in paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

Section Four: Limitation of Liability

The remedies of buyer set forth herein are exclusive and the aggregate liability of seller for all claims of any kind for any loss or damage resulting from, arising out of or connected with this agreement or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product, shall in no event exceed the price allocable to the product which gave rise to the claims. The foregoing notwithstanding, if applicable, any claims for (a) delay shall not exceed 10% and (b) breach of performance guarantees shall not exceed 20% of the price. In no event shall seller be liable to buyer or any party for special, incidental or consequential damages of any nature, including, but not limited to, loss of profits or revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining replacement power. The limitations and exclusions of liability set forth in this paragraph shall apply to any claim, whether based on contract, warranty, tort (including negligence), fault, strict liability, indemnity, or otherwise. All liability of Seller to Buyer, arising out of this Agreement, shall terminate at the expiration of 3 years after final acceptance. The provisions of this paragraph 4 shall supersede any inconsistent provisions in any instrument forming part of this agreement.

Section Five: Taxes

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

Section 6: Security Interest

Seller shall retain a purchase money security interest in the Products until all payments have been made in full. Buyer agrees to do all acts necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

Vision Equipment, LLC
Standard Terms and Conditions of Sale

Section 7: Set Off

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

Section 8: Patents

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any suit or proceeding brought against Buyer to the extent based on a claim that any Product, or any part thereof, infringes any United States patents; provided Seller is notified promptly in writing and given authority, information and assistance for the defense of such suit or proceeding; (ii) Seller shall satisfy any judgment for damages entered against Buyer in such suit; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller shall at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price which Seller has received, in which case neither Buyer nor Seller will have any claim against the other under this Agreement or arising out of the subject matter of this Agreement. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

Section 9: Cancellation

Buyer may only cancel its order for cause agreeable to the Seller and upon written notice to Seller and upon payment to Seller of Seller's cancellation charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer

Section 10: Changes

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Such Change Order will include an appropriate price adjustment. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products; the change will be subject to this paragraph 10.

Section 11: Confidentiality

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings. Buyer will defend and indemnify Seller from any claim, suit, or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior

written consent and from and against related costs, charges and expenses (including attorney's fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

Section 12: End User

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions of paragraphs 3, 4, 5, and 11 hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors, and suppliers from any action, liability, cost, loss or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

Section 13: General

- A. Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable Federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- B. This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- C. This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, and any prior course of dealings or usage of the trade not incorporated herein.
- D. This Agreement (including these standard terms and conditions of sale) may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.
- E. This Agreement and the performance thereof will be governed by and construed according to the laws of the State of Texas. The parties hereto irrevocably submit to the jurisdiction of the Federal and State courts sitting in Tarrant County, Texas and waive any claims as to inconvenient forum. In the event this Agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

Section 14: Legal Fees

All legal fees to collect debts owed to seller from buyer shall be paid by the buyer. All legal fees required to settle indebtedness of buyer to seller shall be paid in full by the buyer.

**Approve the Purchase from Vision Equipment of a
Replacement Bar Screen Compactor Unit for the Buck Creek Pump Station**





Purchase Bar Screen Compactor Unit

- Approve the purchase from Vision Equipment of a Replacement Bar Screen Compactor Unit for the price of \$118,500.00.
- Vision Equipment is the manufacturer's authorized distributor for this region and can supply the needed unit for installation by the City's contractor.





Purchase Bar Screen Compactor Unit

- The Buck Creek Pump Station receives by gravity flow the municipal wastewater produced by Abilene and certain regional customers, processes it, and pumps it through a force main uphill to the Hamby Water Reclamation Facility.
- The Buck Creek Pump Station utilizes coarse bar screens to remove large suspended solids which are subsequently fed through a compactor unit for dewatering and compaction before placement in a trailer for subsequent offsite disposal at a solid waste landfill.



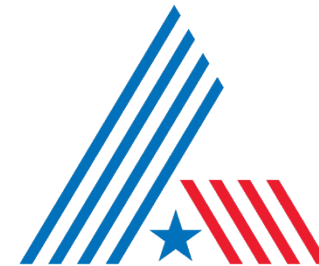


Purchase Bar Screen Compactor Unit



COMPACTOR UNIT SHOWN TO THE RIGHT.

**EXAMPLE COMPACTOR UNIT AS
INSTALLED ON COARSE BAR SCREEN
UNIT TO THE LEFT.**



**CITY OF
ABILENE
TEXAS**

**Approve the Purchase from Vision Equipment of a
Replacement Bar Screen Compactor Unit for the Buck Creek Pump Station**

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Matthew Dane, Director of Water Utilities

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on Designating Signature Authority for Utility Relocation Documents Required by TXDOT for the IH-20 Relocation Project (Matthew Dane)**

GENERAL INFORMATION

The Water Utilities Department is requesting that the City Council adopt a resolution designating the City Manager as the authorized signatory for utility relocation documents required by the Texas Department of Transportation (TXDOT) in connection with the IH-20 roadway improvements project.

TXDOT requires a resolution from the governing body of each utility confirming signature authority for executing standard utility documents and related certifications. This action does not approve a specific agreement or funding at this time. Instead, it affirms that the City Manager, or her successor, is authorized to sign necessary utility-related documents on behalf of the City of Abilene at the appropriate time.

SPECIAL CONSIDERATIONS

TXDOT's IH-20 project includes roadway widening and drainage improvements that will require relocation of City water and sanitary sewer infrastructure. Each utility owner must provide a signed ROW-U-40 form confirming who has signature authority to execute related agreements.

This is an administrative step required by TXDOT to ensure future utility coordination moves forward efficiently. Once construction bids and project costs are finalized, the actual utility relocation agreement will be brought to Council for formal approval.

FUNDING/FISCAL IMPACT

This action has no fiscal impact. A separate Council item will be brought forward at a future date for approval of the specific Standard Utility Agreement and project costs.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the resolution designating the City Manager as the authorized representative for utility relocation documents required by TXDOT for the IH-20 project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - IH-20 Signature Authority
2. IH-20 Signature Authority Document
3. 3 - Presentation - IH-20 Signature Authority

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE
TO EXECUTE UTILITY RELOCATION DOCUMENTS REQUIRED BY THE TEXAS
DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Texas Department of Transportation (TXDOT) is preparing to undertake roadway improvements along IH-20, which will require the relocation of City-owned water and sanitary sewer infrastructure in conflict with the proposed design; and

WHEREAS, TXDOT requires utility owners to submit documentation confirming who is authorized to execute utility-related agreements and certifications necessary to coordinate utility relocation work; and

WHEREAS, the City of Abilene (City) must submit a Form ROW-U-40 to TXDOT designating signature authority for these utility coordination documents; and

WHEREAS, the City Council desires to designate the City Manager, or her successor in office, as the authorized representative of the City to sign such utility-related documents on behalf of the City as required by TXDOT;

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

That Emily Crawford, as City Manager, or her successor in this position, is hereby designated as the authorized signatory for utility relocation documents and certifications required by the Texas Department of Transportation in connection with the IH-20 roadway improvement project.

ADOPTED this 14th day of August, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



Utility Adjustment Work - Signature Authority

Organization ID:

District: Abilene
Organization Type: Municipality
Texas Identification No.:

County: Taylor
Organization Sub-Type:
Payee Mail Code: ☐ All Associated Payee Mail Codes

WHEREAS, City of Abilene, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the Texas Department of Transportation (TxDOT) for the relocation of various facilities operated by the **Owner**, which conflict with TxDOT's proposed highway improvement project.

NOW, THEREFORE, according to the governing documents attached as **Exhibit A**, be it resolved by **Owner** that **Emily Crawford, as City Manager, or his/her successor in this position**, has general signature authority on all utility adjustment work of **Owner**, and, as such, no further authorization for execution of a specific utility agreement is necessary. **Emily Crawford, as City Manager, or his/her successor in this position**, is hereby authorized and directed to sign any and all utility agreements, or any other necessary documents, required to complete the utility relocation on behalf of the **Owner**.

Passed, approved, and adopted on this 14th day of August, 2025.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ATTEST:

Owner: City of Abilene
Utility Name

By: _____
Authorized Signature

Title: City Manager

Date: _____

Business Entity Acknowledgment

State of Texas
County of Taylor

This instrument was acknowledged before me on _____
by _____, _____
_____ of _____ [name
of utility company], a _____ [state] _____ [type of company,
e.g. LLC, Inc., L.P., etc.], on behalf of said business entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

EXHIBIT "A"

A Copy of the Governing Document of the Utility Company Designating Signature Authority

Designate Signature Authority – TXDOT IH-20 Utility Relocation





Designate Signature Authority – TXDOT IH-20 Utility Relocation

- TXDOT requires the City to identify an official authorized to sign utility relocation documents
- Council action will designate the City Manager as the authorized representative
- This action does not approve a specific contract or funding
- A separate utility agreement will be brought to Council when project costs are finalized



Designate Signature Authority – TXDOT IH-20 Utility Relocation

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in the Recovery and Deployment of Technologies from Delbert Dee Lott (Troy Swanson)**

GENERAL INFORMATION

The Information Technology (IT) Department requires professional services to support recovery and deployment technology systems from Delbert Dee Lott. Mr. Lott has the knowledge, skills, abilities and experience in City technology systems that enable him to provide services to assist the IT Department in the installation, configuration and implementation of edge equipment, servers, and network components. These services will be acquired and funded through Minor Improvement Program (MIP) funds in the not-to-exceed amount of \$85,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this item will be provided through MIP funds.

STAFF RECOMMENDATION

Staff recommends approval of the Amendment to the Professional Services Agreement with Dee Lott for the not-to-exceed amount of \$85,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Lott Dee
2. Professional Services Contract_PO 252605
3. Amendment to Professional Services Contract_PO 252605
4. Second Amendment to Professional Services Contract D Lott
5. 20250814 - City Council - Presentation - Delbert Dee Lott

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE ACQUISITION OF PROFESSIONAL SERVICES TO ASSIST IN THE RECOVERY
AND DEPLOYMENT OF TECHNOLOGIES FROM DELBERT DEE LOTT**

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services to support the recovery and deployment of City technology systems; and

WHEREAS, the Information Technology Department has negotiated a contract for installation, configuration and implementation services, with Delbert Dee Lott; and

WHEREAS, those services are provided as part of Mr. Lott's specific and robust knowledge, skills, abilities and experience in City technologies; and

WHEREAS, this resolution will amend the current contract by an additional \$40,000 and the contract will then have a not-to-exceed amount of \$85,000; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of professional services from Delbert Dee Lott; 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 Delbert Dee Albert for a not-to-exceed amount of \$85,000 in fiscal year 2025

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

ADOPTED this 14th day of August, 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 28th day of April, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Delbert D. Lott ("Professional").

The City is engaged in IT Consultant Services 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 Professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by December 31, 2025.

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	

X 6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

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

**Professional – ATTN:
Delbert D. Lott
749 Gary Lane
Abilene, TX 79604**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

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

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE


By: Mindy Patterson

Title: City Manager

PROFESSIONAL

By: Delbert D. Lott

Title: 

Address: 749 Gary Lane
Abilene, TX 79601

Phone Number: 325-829-0776

Federal Tax ID#:

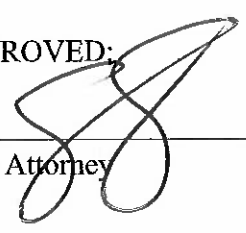
ATTEST:

City Secretary

ATTEST: (if corporation)


Corporation's Secretary

APPROVED:


By: _____
City Attorney

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Provide IT desktop and server infrastructure support for Operations Texas Star.

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 \$80.00 per hour, or per the attached schedule, not to exceed \$20,000.00.

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) ☒

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

(Option 2) ☐

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
DELBERT D. LOTT

On April 28, 2025, the City of Abilene, Texas ("City") and Delbert D. Lott ("Professional") entered into a Professional Service Agreement ("Agreement"), wherein Professional was contracted to provide IT consulting services.

The City of Abilene, Texas and Delbert D. Lott. hereby agree to amend the terms of the Agreement as follows:

Attachment B
Payment Schedule

The not-to-exceed amount shall increase from \$20,000.00 to \$45,000.00.

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 24th DAY OF June, 2025.

CITY OF ABILENE, TEXAS

PROFESSIONAL

DocuSigned by:
BY: Mindy Patterson
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City Manager

BY: Delbert D. Lott
Delbert D. Lott

Attest:
DocuSigned by:
Shawna Atkinson
C9A687226196428...
City Secretary



Attest:

Corporation's Secretary

DocuSigned by:
Kelley Messer
8203CEDD49504BD...

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
DELBERT D. LOTT

On April 28, 2025, the City of Abilene, Texas (“City”) and Delbert D. Lott (“Professional”) entered into a Professional Service Agreement (“Agreement”), wherein Professional was contracted to provide IT consulting services. On June 24, 2025, the City and Professional entered into an Amendment to the Agreement.

The City of Abilene, Texas and Delbert D. Lott. hereby agree to further amend the terms of the Agreement as follows:

Attachment B
Payment Schedule

The not-to-exceed amount shall increase from \$45,000.00 to \$85,000.00.

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS _____ DAY OF _____, 2025.

CITY OF ABILENE, TEXAS

PROFESSIONAL

BY: _____
City Manager

BY: _____
Delbert D. Lott

Attest:

Attest:

City Secretary

Corporation’s Secretary

Delbert Dee Lott

Professional Services

August 14, 2025





Delbert Dee Lott - Professional Services

Professional Services Requirement:

- Professional services are required to support the recovery and deployment of City technologies
- These services are managed as-needed-services through negotiating the work and as task assignments on a daily / weekly basis
- These services have been negotiated with and provided by Delbert Dee Lott given his knowledge, skills, abilities and experience with City technologies

IT Department Recommendation

- Endorses the requested approval and acquisition of professional services required to support the recovery and deployment of City technologies in the not-to-exceed amount of \$85,000



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Vincent Cantu, EMC

SUBJECT: 18. Presentation: Receive a Report and Hold a Discussion and Public Hearing on Emergency Preparedness (*Vincent Cantu*)

GENERAL INFORMATION

Presentation on the City of Abilene's Emergency Preparedness.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Council Presentation Slides Aug 14- Emergency Management

City of Abilene Emergency Preparedness





Emergency Management

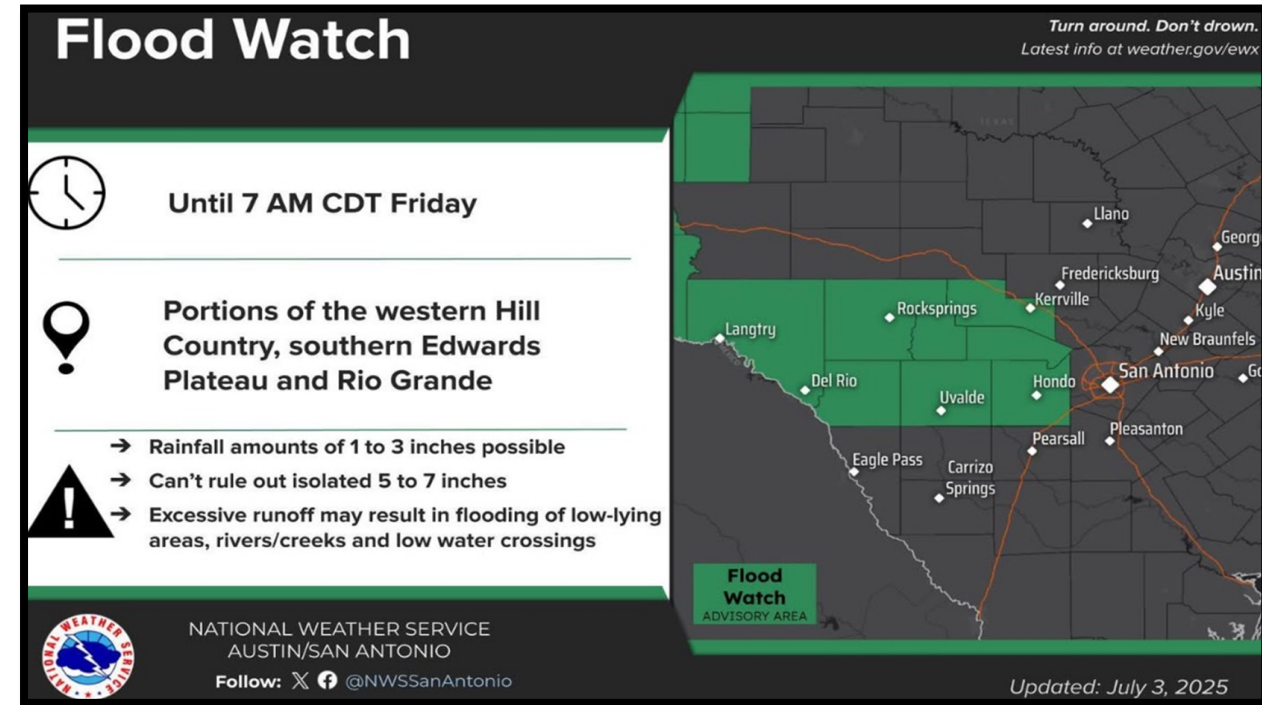
- Emergency Management protects communities by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, technological failures or other man-made disasters.





Kerr County Flooding Incident

- July 2nd The National Weather Service predicts flash flooding in West Texas and the Hill Country
- Early morning of July 4th, Guadalupe River rises
- Concerns over alerts to individuals in the area
- Concerns over preparedness posture and information sharing in anticipation of the incident



CITY OF
ABILENE
TEXAS



Local Focus

- Abilene Emergency Management is currently performing a Hazard Mitigation Plan update
- Regularly perform Emergency Operations Plan updates
- Ongoing analysis of processes and procedures
- Continuing coordination with stakeholders internally and externally
- Ongoing evaluation of notification systems to ensure citizens receive alerts and warning in multiple ways





Continuing Actions

- Public education campaigns based on threats and hazards
- Seek funding for mitigation projects to help build a resilient Abilene able to withstand the next disaster
- Perform both discussion based and operations based exercises to test and improve our plans
- Identify and bring the most relevant, up-to-date training to Abilene, ensuring staff and partners have access to the highest quality learning opportunities
- Advocacy for a more resilient Abilene





Prepare Now

- Sign up for CodeRED alerts by texting ABITAYTX to 99411
- Make a Plan
- Build a Kit
- See preparedness resources on the City of Abilene EM website, www.abilenetx.gov/em





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, 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. Abilene_CP_Council Meeting_8.14.25
3. Consolidated Plan Abilene TX Updated 8.13

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 August 14th, day of 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

FY 2025-2029 Consolidated Plan and 2025 Annual Action Plan

City Council Meeting
August 14, 2025





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

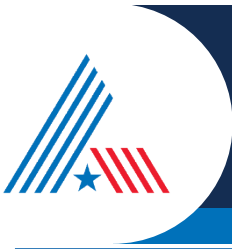




FY 2025-2029 Goals

Goal	Description	Outcome Indicators
Provide Safe, Decent, Affordable Housing <i>Provide low- to moderate-income (LMI) citizens with access to safe, decent, and affordable housing</i>	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

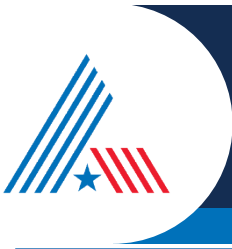




FY 2025-2029 Goals (continued)

Goal	Description	Outcome Indicators
Revitalize Neighborhoods <i>Improve the quality of neighborhoods to foster safety, economic development and opportunities for residents</i>	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

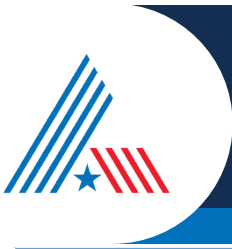




FY 2025-2029 Goals (continued)

Goal	Description	Outcome Indicators
Support Public Services for Homeless and LMI Persons <i>Improve the quality of and access to programs and facilities supporting homeless, special needs, and other LMI populations</i>	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

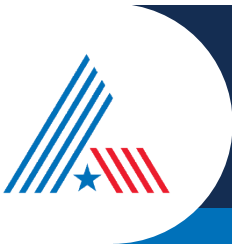




2025 Annual Action Plan Projects

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





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)





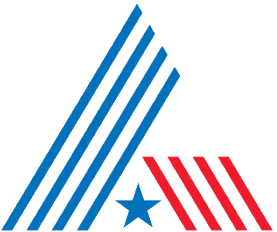
Conclusions

- If approved, the plans will be submitted to HUD by August 15, 2025.





Questions?



City of Abilene, TX

**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 a micro loan/grant program for small business development~~
 - ~~e.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~~There were no public 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(I)

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(I))

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 \(ICAN\)](#), 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.
Texas Broadband Development Office	Services- Narrowing the Digital Divide Other government- State	Economic Development	The Texas Broadband Development Office responded to an email inquiry with questions regarding barriers to broadband access for low-income households and actions being taken to address these barriers.
City of Abilene Office of Emergency Management	Agency – Emergency Management Other government - Local	Market Analysis	The Office of Emergency Management provided information related to preparedness and mitigation in low-income communities. The Office will continue to hold preparedness presentations in the community.

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.
Texas Digital Opportunity Plan	Texas Broadband Development Office (BDO)	The plan sets the vision and goals for digital opportunity in the state, assesses the current state of access and barriers to digital opportunities, outlines how the BDO will collaborate with stakeholders to address challenges, and describes the strategies and actions the BDO will take to realize the plan's vision and goals.

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(I))

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. [The City also reached out and requested input for the plan from various broadband providers, including NextLink, Vexus Fiber, Spectrum, and from City staff that coordinate emergency management efforts.](#)

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~~ will be [on August 14, 2025](#) to solicit public feedback about [and finalize](#) 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 March and 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 • All citizens and neighborhood residents	May 1, 2025 at 11:00 am (Mockingbird Library) 7 in attendance.	The public asked questions about city housing programs. Habitat for Humanity commented on its upcoming plans.	NA	NA
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	August 14, 2025 at 8:30 am (Council Chambers)	A presentation was made to City Council summarizing the Consolidated Plan.	NA	NA

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)					
Household Type	Renter Occupied				
	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
Household Type	Owner Occupied				
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	Total
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.)					
Household Type	Renter Occupied				Total
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	
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
Household Type	Owner Occupied				Total
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	80-100% HAMFI	
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%				
Household Type	Renter Occupied			Total
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	
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
Household Type	Owner Occupied			Total
	0-30% HAMFI	30-50% HAMFI	50-80% HAMFI	
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

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](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 in 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 abuse 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?

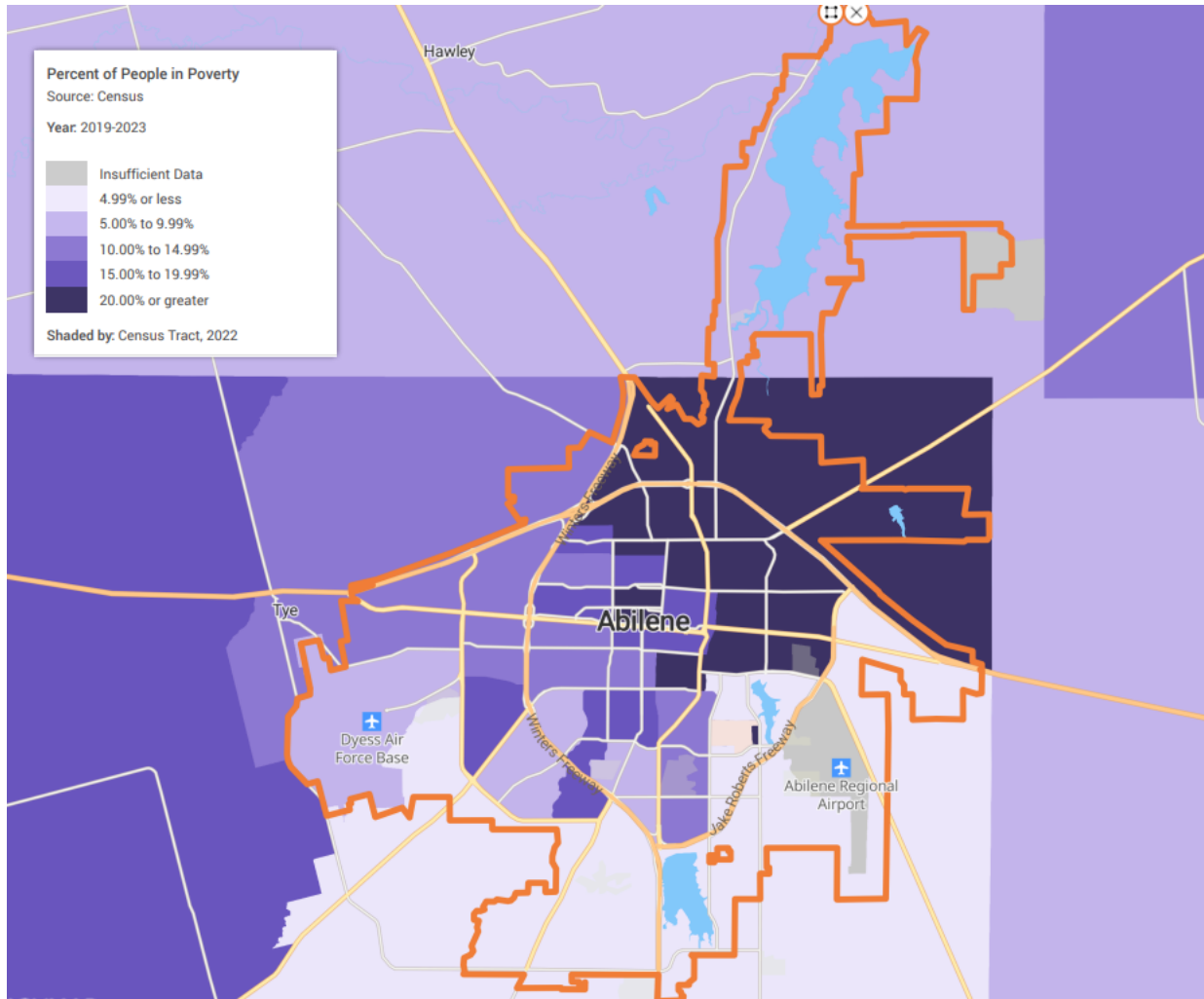
No additional needs identified.

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 addition 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

*Note: [Veterans Affairs Supportive Housing \(VASH\)](#)

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 <u>Domestic Violence</u> Victims	0	0	1	-	-	-	-	-

Source: Abilene Housing Authority

***Note:** [Veterans Affairs Supportive Housing \(VASH\)](#)

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

***Note:** Veterans Affairs Supportive Housing (VASH)

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 Point in Time \(PIT\) Count – 24 hour count 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- 2	6
Black/African American	12	4-
Asian	1- 4	0
American Indian or Alaska Native	7- 7	0-
Pacific Islander	0	0-
Ethnicity	Unsheltered	Sheltered
Hispanic	21- 24	2
Non-Hispanic	56	-6

Source: 2025 [Point in Time \(PIT\) Count – 24 hour 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 on a given night 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 [abuse](#) disorder. Of the 127 adults that were unsheltered, 55 had a serious mental illness, 39 had a substance [abuse](#) 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 [ab](#)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 [abuse](#) 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 [abuse](#) 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 [abuse](#) disorders and housing stability are closely linked, with substance [abuse](#) both contributing to homelessness and resulting from it. Individuals with substance [abuse](#) disorders may struggle to secure stable housing and housing instability can often accelerate substance [abuse](#).⁷ In addition to secure and affordable housing, individuals with substance [abuse](#) 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 [abuse](#).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, [the Abilene Market Community Health Needs Assessment showed that](#) 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 [abuse](#) 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 [abuse](#) 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
- Special transportation needs due to medical and physical condition

⁸ Homeless Hub. (2025). *Mental health*. <https://homelesshub.ca/collection/homelessness-101/mental-health/>

⁹ 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>

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

- 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 [ab](#)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.	1,570	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. 6 th 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 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	480	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 27 th 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
Old Windsor Hotel	401 Pine Street	Insufficient Data	80	0	Insufficient Data	Insufficient Data
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 ([excluding bathrooms and kitchens](#)). [To determine overcrowding, all rooms are included, except bathrooms and kitchens; therefore, a married couple living in a one-bedroom home with a living room and a dining room is not considered overcrowded as it is a three-room house with two occupants.](#) The vast majority of

¹¹ Texas A&M University, Texas Real Estate Center, Data and Reports, Housing Affordability. ([Housing Affordability | Texas Real Estate Research Center](#))

overcrowding occurs with single-family households, indicating that renter families need access to larger units that are affordable.

Discussion

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% or 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.

Table 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](#) [fluctuated](#) 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				
Condition of Units	Owner-Occupied		Renter-Occupied	
	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				
Year Built	Owner-Occupied		Renter-Occupied	
	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				
Year Built	Owner-Occupied		Renter-Occupied	
	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](#) [All Abilene Housing Authority properties](#) received an inspection score of 93, indicating good condition.

Public Housing Condition

Table 43: Public Housing Condition	
Public Housing Development	Average Inspection Score
All Properties Rebecca Lane	93
Robert Deegan Plance	93

Data Source: HUD User, <https://www.huduser.gov/portal/datasets/pis.html>; Abilene Housing Authority (as of May 2025)

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 [abuse](#) 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:

Rental/Mortgage/Utility Assistance

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- ~~Christian Service Center~~

- 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](#)HA
- 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
Classic Cab	Transportation	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)

Note: This table includes the civilian labor force and does not include workers in the armed forces, which includes 4,787 members of the armed forces.

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 includes the new Great Lakes Cheese, which 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 Percent of Households with Internet by Income

Housing Income	Broadband Internet	No Internet
Less than \$10,000	<u>3.8%</u> -1,767	<u>1.4%</u> -666
\$10,000 to \$19,999	<u>5.8%</u> -2,688	<u>2.5%</u> -1,136
\$20,000 to \$34,999	<u>11.1%</u> -5,185	<u>2.3%</u> -1,084
\$35,000 to \$49,999	<u>11.0%</u> -5,123	<u>1.0%</u> -477
\$50,000 to \$74,999	<u>18.0%</u> -8,402	<u>1.2%</u> -570
\$75,000 or more	<u>41.2%</u> -19,224	<u>0.7%</u> -338
Total	<u>90.8%</u>-42,386	<u>9.2%</u>-4,271

Data Source: 2023 5-Year ACS

The Texas Broadband Development Office (BDO) provided the following information for broadband services in Abilene as of May 8, 2025:

- Total Number of BSLs: 50,725
- Number of Served BSLs: 47,465
- Number of Underserved BSLs: 12
- Number of Unserved BSLs: 46
- Number of Federally Funded BSLs: 3,202
- Number of Eligible Federally Funded BSLs: 259

- Number of BEAD-Eligible BSLs: 58

Definitions:

- BSL – Broadband Serviceable Location (business, residence or community anchor institution)
- Mbps – Megabits per second
- Served – BSL with access to reliable broadband service at speeds of at least 100/20 Mbps.
- Underserved – BSL with access to broadband service at speeds of at least 25/3 Mbps but less than 100/20 Mbps.
- Unserved – BSL with no access to broadband service or has access to broadband service at speeds of less than 25/3 Mbps.
- Federally Funded – BSL is included in a federally funded broadband expansion project that will provide broadband access at speeds of at least 100/20 Mbps.
- Eligible Federally Funded – BSL is included in a federally funded broadband expansion project that will provide broadband access at speeds of less than 100/20 Mbps.
- BEAD – Broadband Equity, Access, and Deployment Program.

The BDO has established the federally funded BEAD Program in the state. The program's goal is to connect every eligible location to high-speed, reliable internet. Abilene has 58 locations eligible for the program, which aims to connect them at speeds of at least 100/20 Mbps.

During the summer of 2023, the BDO went on a public meeting tour of Texas to better understand the barriers state residents are facing. The BDO also gathered data through a series of working groups and surveys. The information gathered during this campaign was used to create the Texas Digital Opportunity Plan (TDOP). The TDOP is a comprehensive plan for broadband expansion and adoption in Texas and shows that cost is a main factor for households without connectivity. To assist stakeholders in accessing the data within the TDOP, the BDO created the Digital Opportunity Hub (the Hub).

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 Analysis¹³ 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. The City's Office of Emergency Management noted that limited financial resources to stockpile supplies, issues obtaining insurance coverage, limited access to vehicles, and lack of access to Internet to receive preparedness information are several of the barriers to greater preparedness in low-income communities.

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.
2	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.
	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.

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

3

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.

	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
4	Description: <i>Goal:</i> Enhance the physical environment of Abilene <i>Objectives:</i> 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: <i>Goal:</i> Enhance the physical infrastructure of Abilene <i>Objective:</i> Support maintenance, enhancement and expansion of streets, sidewalks, drainage, water and sewer connections.

6	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.
	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: <i>Goal:</i> Prevent and reduce homelessness <i>Objectives:</i> 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 Public 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	Public Services 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 prevention, and address other special needs services. The City G.V. Daniels Recreation/Senior Center- ~~(and Cesar Chavez Recreation/Senior Centerthe Center)~~ were recently demolished in late 2024 to make way for rebuilding newer, more modern facilities. When the Centers reopens, theyit 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 Homelessness Prevention and Rapid Re-Housing (HPRR) Program ~~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 Center (VAMC).MC

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	Year s	Category	Geographi c 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 funds separate from the City's 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 vouchers 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.
4	Goal Outcome Indicator	Homeowner Housing Rehabilitated 34 Household Housing Unit
	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.
5	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
	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.
7	Goal Outcome Indicator	Homeowner Housing Rehabilitated 2 Household Housing Unit
	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 vouchers 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(I)(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(I)(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 ratio 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 CFR 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 a 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).

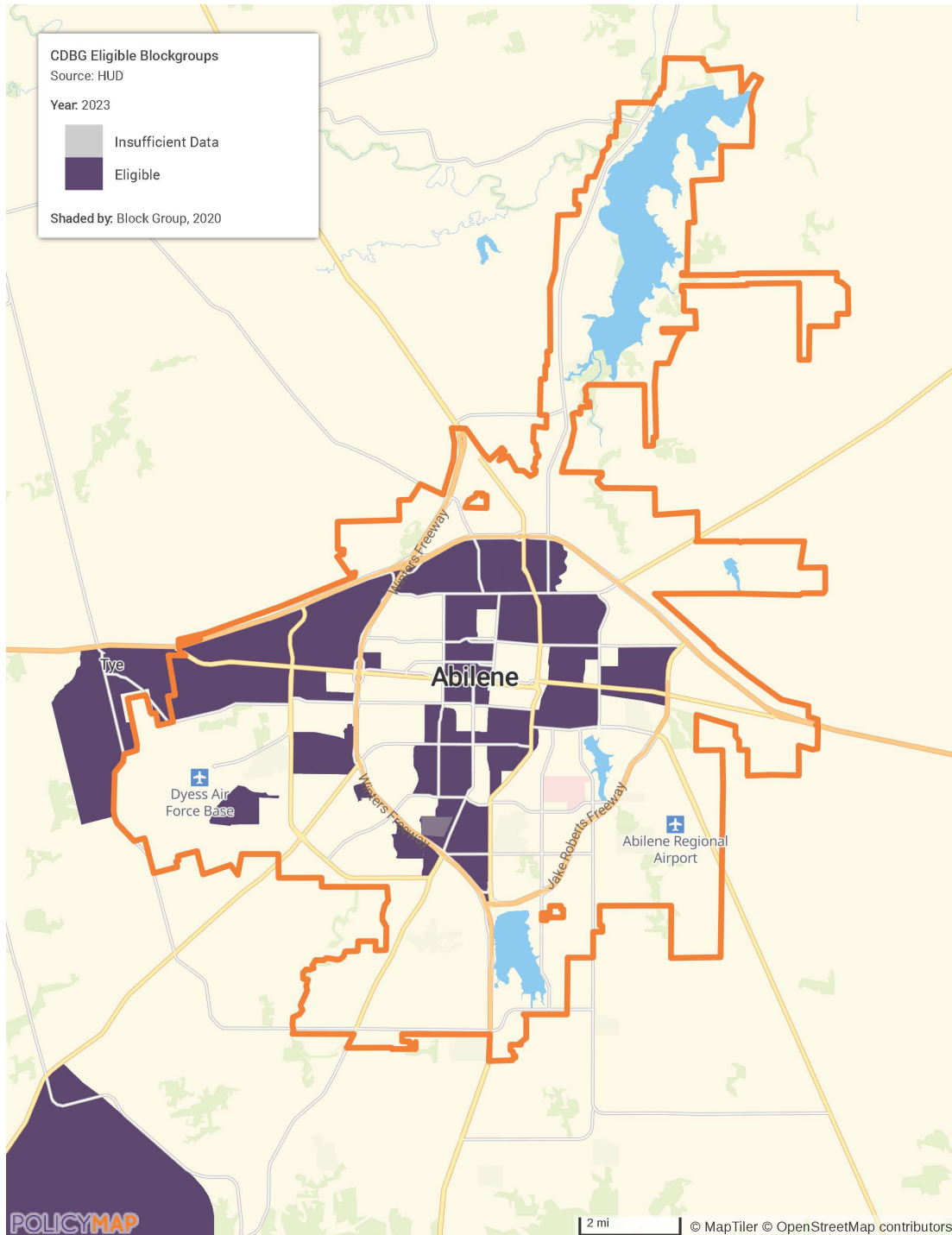
The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be 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 served 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 through 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.

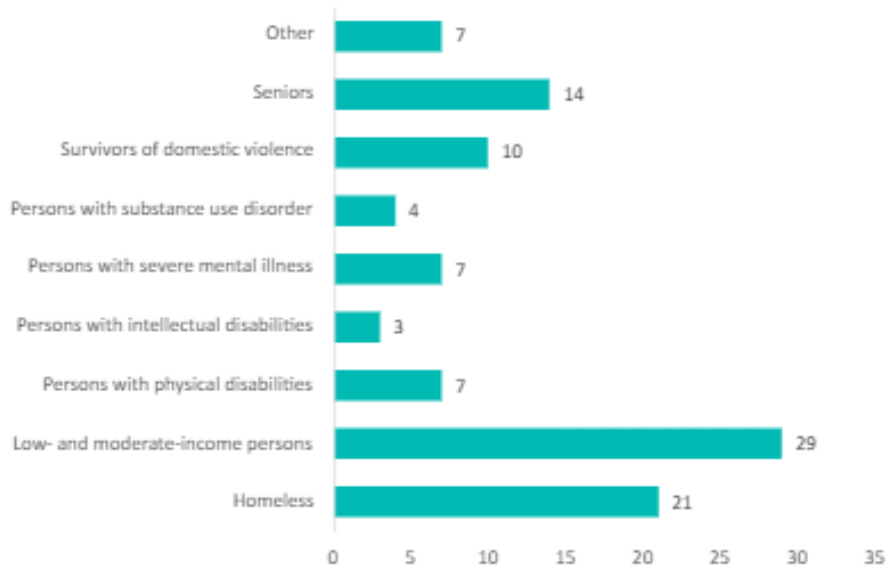
Table 68: Community Organization Survey Respondents	
Type of Organization	Count of Respondents
Services for low- and moderate-income people	19
Services for youth/children	15
Advocacy and/or legal services	12
Health or human services	12
Education	8
Services for seniors	8
Services for persons with disabilities	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.

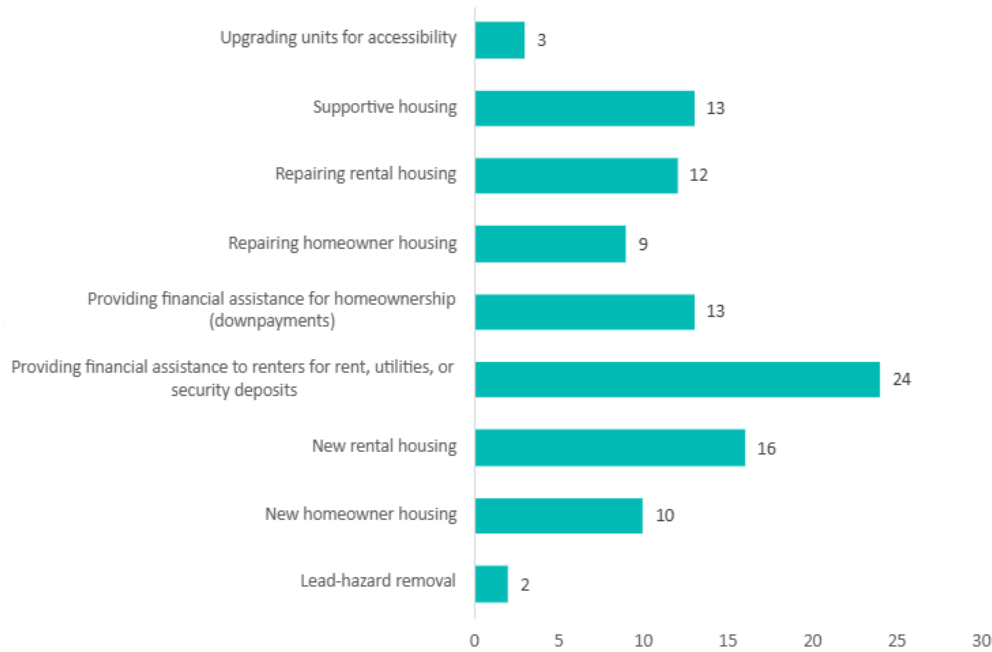
Figure 2: What are the top three groups in need of housing assistance in Abilene?



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?

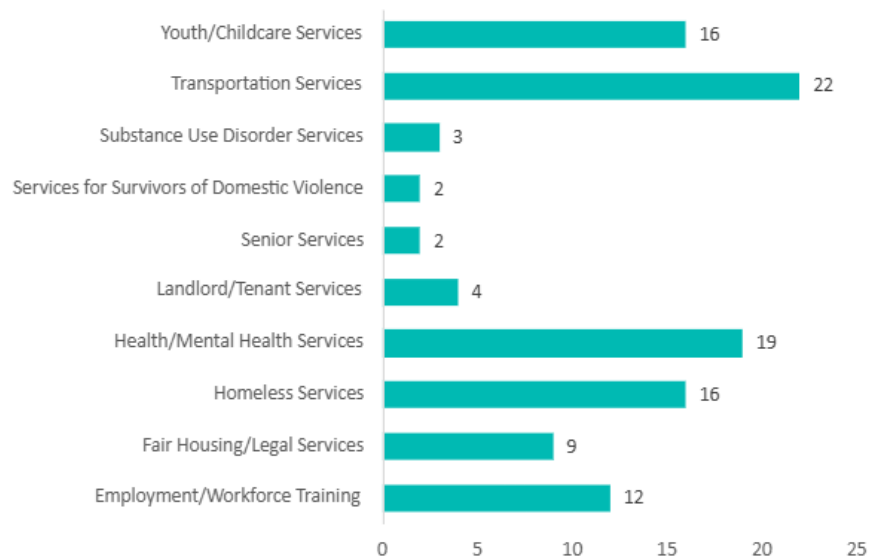
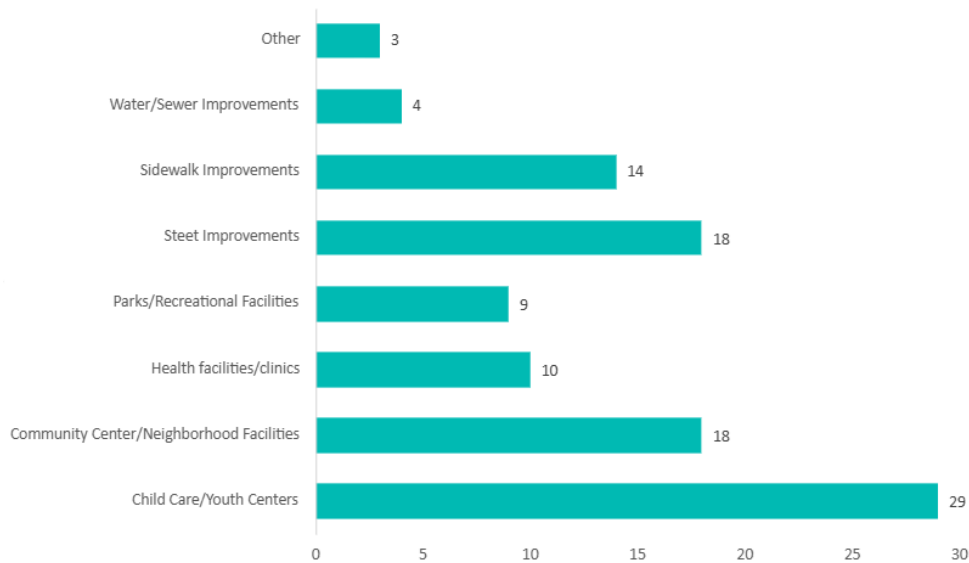
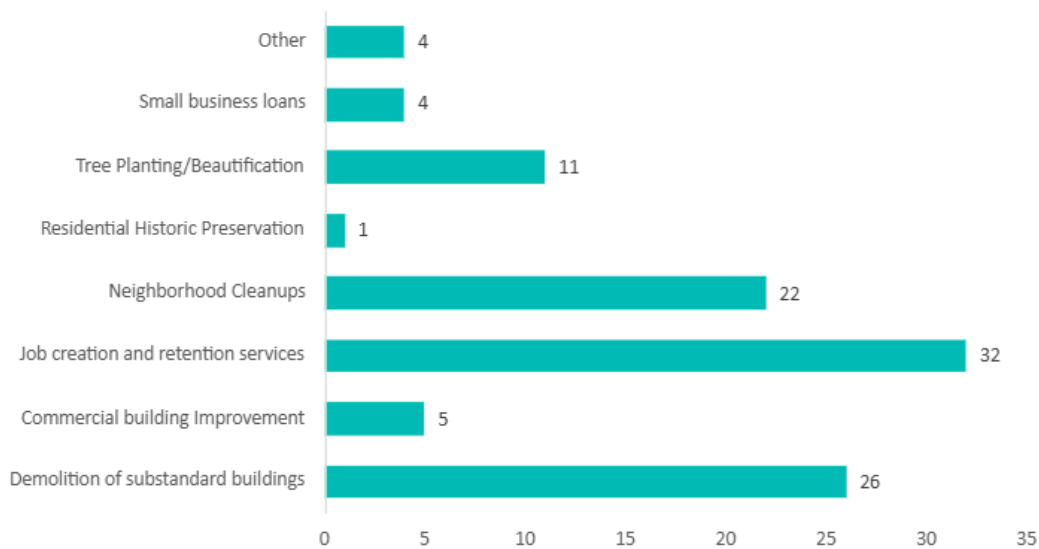


Figure 5: What are the top three neighborhood facilities needed or needing improvements in Abilene?



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 [abuse](#) 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	Abilene Wylie Agriculture Booster Club Inc
180 House, Inc.	Abilene Youth Sports Authority
2-1-1 Texas: A Call for Help	Abilene Zoological Society
2INgage - Texas Family Initiative	Abilene-Taylor County Public Health District
7th LRS Booster Club	Adult Education Support Organization
89.5 KACU	Adult Protective Services Partners, Inc.
Abilene Arts Alliance	AISD Homeless Student Ministry
Abilene Back the Badge Foundation (formerly	Aldersgate Abilene Methodist Church
Abilene Police Foundation)	All For One Missions International
Abilene Ballet Theatre	All Kind Animal Initiative
Abilene Baptist Association Social Ministries	Alliance for Women and Children
Abilene Big Country Hunger Coalition	Altrusa International Inc. of Abilene
Abilene Chamber of Commerce Foundation	Alzheimer's Association of Abilene
Abilene Christian Schools	American Cancer Society, Abilene
Abilene Christian Univ. - Engineering and	American Red Cross
Physics Dept.	Anchors of Hope for Educators
Abilene Community Band	Ascend Abilene Climbing and Fitness
Abilene Community Theatre	Ateiku Christian Ministries
Abilene Crime Stoppers, Inc.	Ballet Folklorico del Big Country: Alma de
Abilene Cultural Affairs Council	Nuestras Raices
Abilene Development Enterprises (AbiDE)	Baptist Women in Ministry Inc
Abilene Education Foundation	Basketball Smiles
Abilene Fire Department	BCFS Abilene Transition Center
Abilene Heritage Square	BCFS, Abilene Transition Center
Abilene Hockey	Bee For Life Foundation
Abilene Home Away From Home	Belay Global
Abilene Hope Haven	Beltway Ministry Center
Abilene Interfaith Council	Ben Richey Boys Ranch
Abilene ISD Student and Family Support	Betty Hardwick Center
Services (SFSS) Department	Beyond Trafficking
Abilene Library Consortium	Big Brothers Big Sisters Lone Star
Abilene Masons - Hobah Lodge #1394	Big Country Athletic Hall of Fame
Abilene Opera Association	Big Country Court Appointed Special
Abilene Performing Arts Company	Advocates, Inc.
Abilene Philharmonic Association	Big Country Home Educators (BCHE)
Abilene Preservation League	Big Country Laser Foundation
Abilene Pride Alliance	Big Country Reentry Coalition
Abilene Public Library	Big Country Wildlife Rehabilitation Center
Abilene Realtors Foundation	Boy Scouts of America Texas Trails Council
Abilene Recovery Council	Boys & Girls Club of Abilene
Abilene Runners Club	Breakfast on Beech Street
Abilene Society of Model Railroaders of	Buffalo Gap Presbyterian Ministries, Inc.
Abilene Texas Inc	Butman Methodist Camp & Retreat Center
Abilene Spectrum Connection	Camp Able
Abilene Sport Fencing	Cancer Services Network
Abilene Star Chorus	Cedar Creek Waterway Development Corp.
Abilene Turkey Drive	Celebration Singers, Inc.
Abilene Volunteer Services Council	Center for Building Community
Abilene Woman's Club Foundation	Center for Contemporary Arts

Children's Performing Arts Series	Guardians of Conservation Foundation
Chorus Abilene, Inc.	Habitat for Humanity Abilene, Inc.
Christian Community Development	Harmony Family Services, Inc.
Corporation of the Big Country	Hendrick Children's Hospital - Children's
Christian Homes and Family Services	Miracle Network - Abilene Gives Profile
Christian Job Corps of Abilene	Hendrick Home for Children
Christian Service Center	Hendrick Hospice Care
Christian Service Center of Abilene, Inc.	Hendrick Medical Center Foundation
Cisco College - Abilene	Herald of Truth Ministries
City Light Community Ministries	Hispanic Leadership Council
City of Abilene, Community Services	Hope Opportunity Purpose Eternity
Clyde Education Foundation	House of Faith-Abilene
Communities in Schools of the Big Country	Houses for Healing
Cornerstone Christian School	ICAN
Cultura Local ABI	Indigent Dental Care Program - Christian
Day Nursery of Abilene	Service Center with Abilene-Taylor County
DC Sports Abilene	Public Health District
Dignity Health Management Center Inc.	International Rescue Committee
Disability in Action	International Sanctuary Ministries
Disability Resources, Inc.	Jeremiah's Hope
DOERS Family Outreach Center	Jerrin's Hope
Downtown Abilene Initiative	Jesus Family Network
Dream Bigger Financial Legacy	Jim Ned CISD Education Foundation
Dyess and Abilene Children's Theatre	Joseph Thomas Foundation
Dyess We Care Team	Junior Achievement of Abilene
Embrace the Ruck Foundation	Junior League of Abilene
Eunice Chambless Hospitality House	Kairos Outside, Abilene
Expo Center of Taylor County	Keep Abilene Beautiful
FaithWorks of Abilene, Inc	Kenley School
Fellowship of Christian Athletes	KGNZ - Christian Broadcasting Co.
First Central Presbyterian Church and Food	King David's Kids
Pantry	Kingdom Project 7 Billion
Food Bank of West Central Texas	Leap Educational Resources
For the Children Abilene (Fountaingate	Legal Aid of North West Texas
Fellowship as Fiscal Agent)	Let Us Breathe
Fortune Riders, Inc.	Leukemia Texas
Friends for Life	Living Water Kingdom
Friends of the Abilene Public Library	Love & Care Ministries
From Boys to Gentlemen	Make-A-Wish North Texas
Frontier Texas!	Marshall-Scott Jamar Post #61, American
Frontline Heroes Outdoors	Legion
Girl Scouts of Tx-Okla.Plains, Inc.	McMurry University
GirlStrong Mentoring	Meals On Wheels Plus, Inc.
Global Samaritan Resources, Inc.	Members of Churches of Christ for Scouting
Gold Monarch Healing Center	Mental Health America of Abilene
Goodwill-West Texas	Mentors Care
Granja Mayo, DBA May Farms Petting	Merkel Area Historical Museum
Animals	Methodist Service Center and Food Pantry
Greater Than Three Outreach	Mike Cope Ministries Inc
Guardian House Foundation	Ministries Mentoring & Consulting Service

Ministry of Counseling & Enrichment	Taylor County Livestock Association
NAMI Texas, Abilene Chapter	Taylor Jones Humane Society
National Center for Children's Illustrated Literature	Team Dyess Harvest Share
National WASP WWII Museum	Texas Family Institute
Nehemiah Abilene	Texas Forts Trail
New Beginnings Big Country	Texas Leadership Charter Academy
New Horizons	Texas Ramp Project
New Horizons Ranch and Center, Inc.	Texas Tech Alumni Association
Noah Project	Texas Tech University Health Sciences Center-Abilene Campus
Operation Stockshow	The Abilene Palm House
Paramount Theatre	The Discovery Center
Parenthood Support	The Grace Museum
Passages Abilene	The Laura W. Bush Institute for Women's Health
Pathways Youth & Family Services, Inc.	The Mentoring Alliance
Phoenix ICCD Clubhouse	The Old Jail Art Center
Pink Cap Warriors on the Move	Timothy International
Pregnancy Resources of Abilene	Treehouse Safe Exchange & Training Center, Inc
Presbyterian Medical Care Mission	United Rescue Alliance
Rafter J Exceptional Rodeos	United Way Foundation of Abilene
Rainbow Bible School	United Way of Abilene
Ray's Reptile Rescue	Upside Down Club of Abilene
Refuge Ranch	View Volunteer Fire Department
Region XIV Education Service Center	Walk With Noe
Regional Victim Crisis Center	West Central Texas Council of Governments-AHEC Department
Rescue the Animals	West Central Texas Workforce Development Board, INC.
Rolling Plains Management Corporation	West Texas ONE
Rural Taylor County Aging Services	West Texas Performance Academy
Safe Families for Children Abilene	West Texas Rehab Center
Salvation Army	West Texas Rehabilitation Center Foundation
Serenity Foundation of Texas	West Texas Tribune
Sight Savers America	West Texas Veteran Support Services
Simply Encourage	Wildfire Radio Network
Sistas -Sisters- on the Mark	Women Veterans of America
Soar Like An Eagle Amputee Support Group	Womens Music Museum
South Taylor EMS	Wonders & Worries Provider
Special Olympics Texas, Inc. - Big Country	Work Again West Texas
St. John's Episcopal School	World's Okayest Mom, Inc.
St. Mark's Baby Room	Wylie Bulldogs Education Foundation
St. Vincent Pallotti Catholic Ballet Folklorico	YMCA of Abilene
Steps Big Country	Young Audiences of Abilene
Stick Horses and Capes	Young Ladies Success
Stone Owl Institute	Young Life Jim Ned Valley
Strength for Life	Young Life of Abilene
STRIVE Foundation	Youth Voice Inc
Stronger Organizations, LLC	Zambia Mission Fund
Surviving Families of Fallen Warriors	
Susan Clark, MSSW	
Swenson House Historical Society	
Taylor County History Center	

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 Ciudad de Abilene desea oír de usted!**

Usted esta invitado a una discusión con respecto a las necesidades de su vecindario. **Invite a un vecino!**



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 its 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 its 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 its 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 its 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 its 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 Except accepted bid will be contracted like all other jobs, except job is usual. ~~eExcept~~ Rehab's are usually a much longer process.

Q: Citizen #1: So, from start to finish how long is does the critical repair and siding process 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 at any time prior ~~with~~ ~~after~~ 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 can't get ~~to~~ some things done, but when there is just no maintenance ~~done~~ 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 its recipients, Facebook and on the Neighborhood Services Website, Flyers went to the Abilene Housing Authority and Public Housing.



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (Final Reading) CUP-2025-13: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner To Apply A Conditional Use Permit To Allow A Freight Container Within 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

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

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.

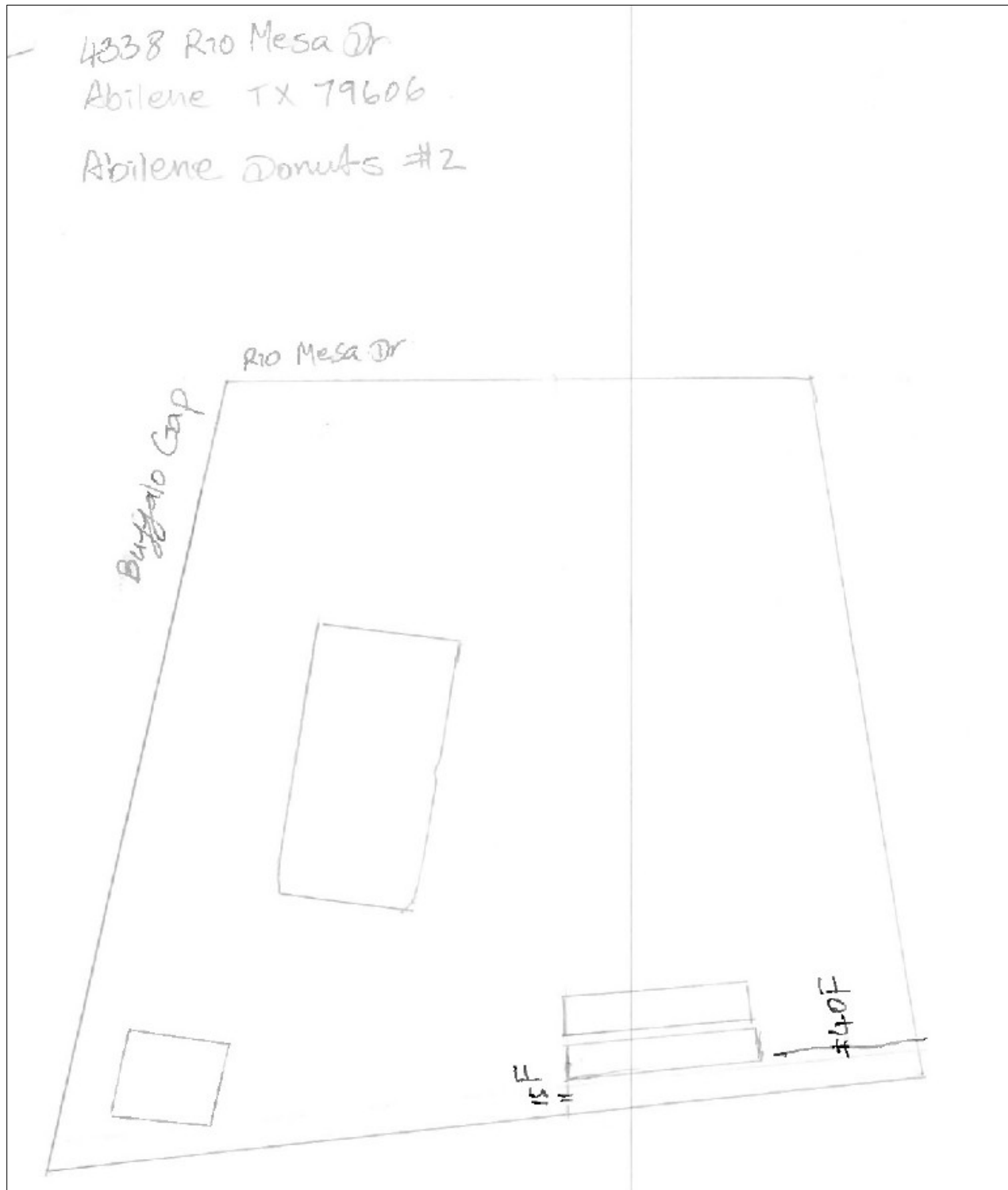
Legal description being, Lot 1, Block A, Enchanted Mesa Estates, Abilene, Taylor County, Texas.

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	
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RIO MESA HEALTH HOLDINGS LLC	6982 MESA SPRINGS BL	125116	
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RIO MESA HEALTH HOLDINGS LLC	6973 MESA BEND	125116	
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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



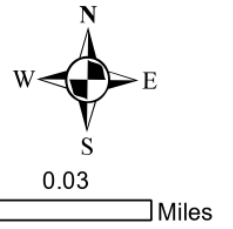
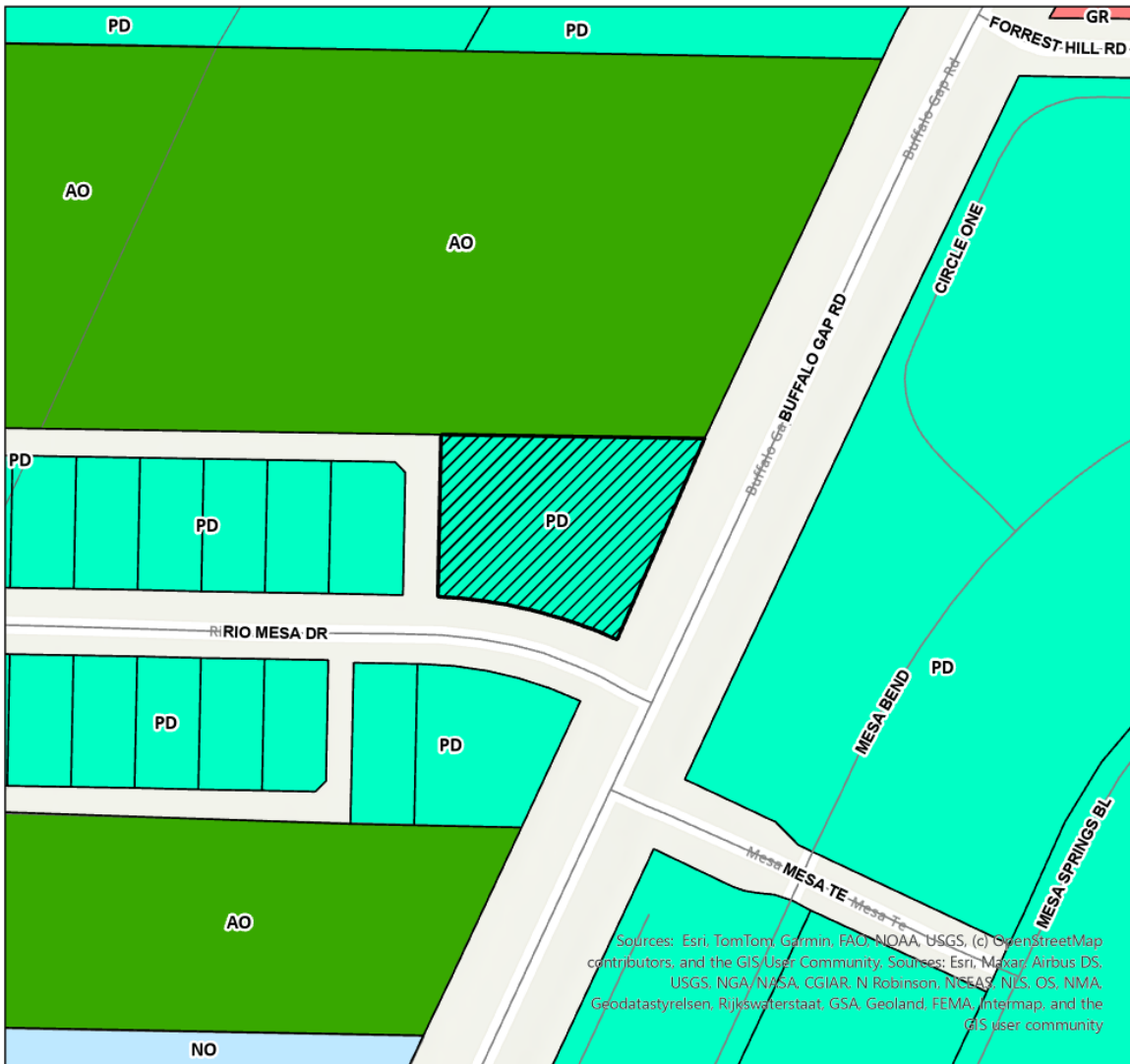
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CUP-2025-13

LOCATION MAP

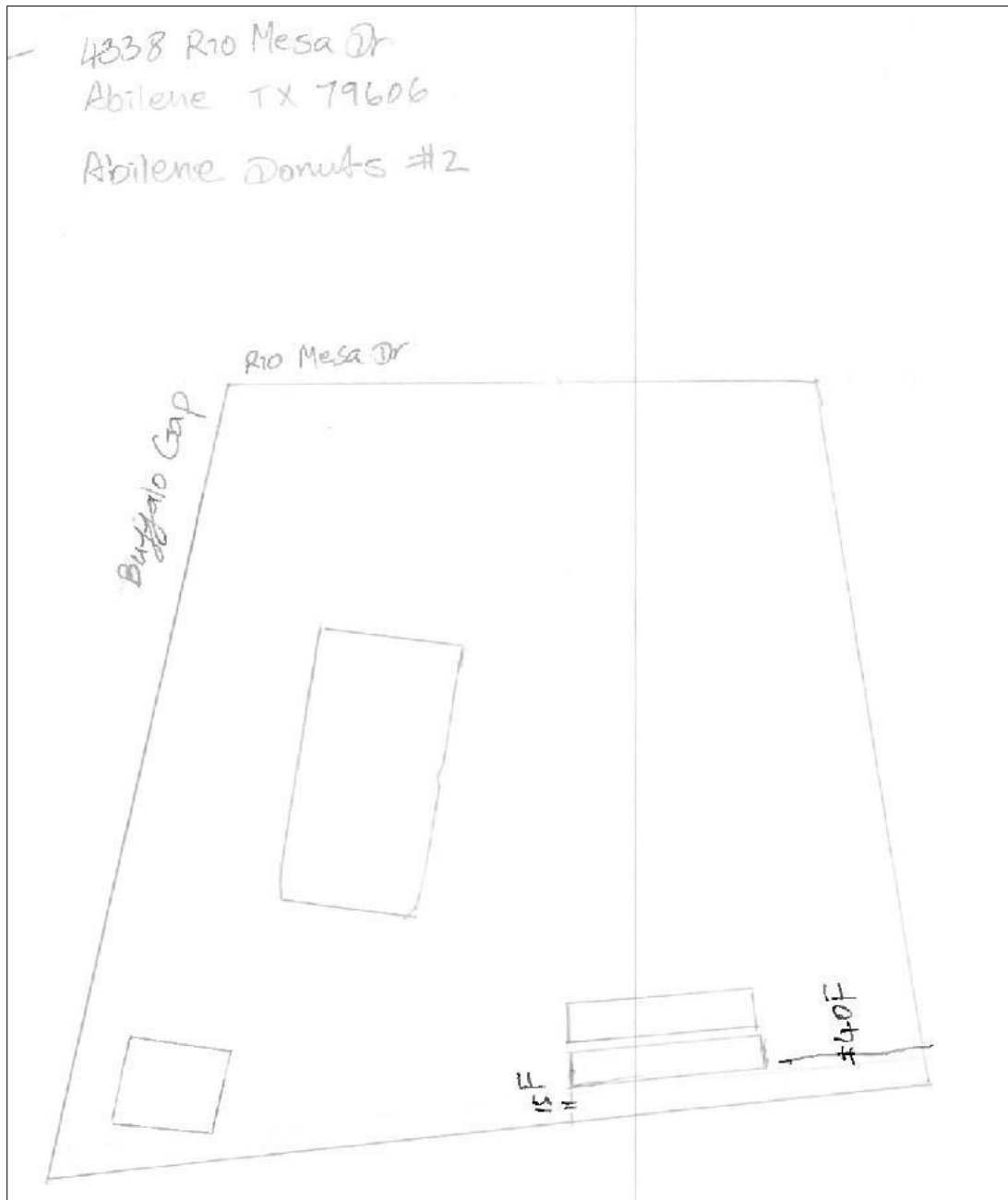
ZONING MAP



- CUP-2025-13**
- Zoning Districts**
- AO
 - GR
 - NO
 - PD

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NASA, CGIAR, N. Robinson, NOAA, NIS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

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:

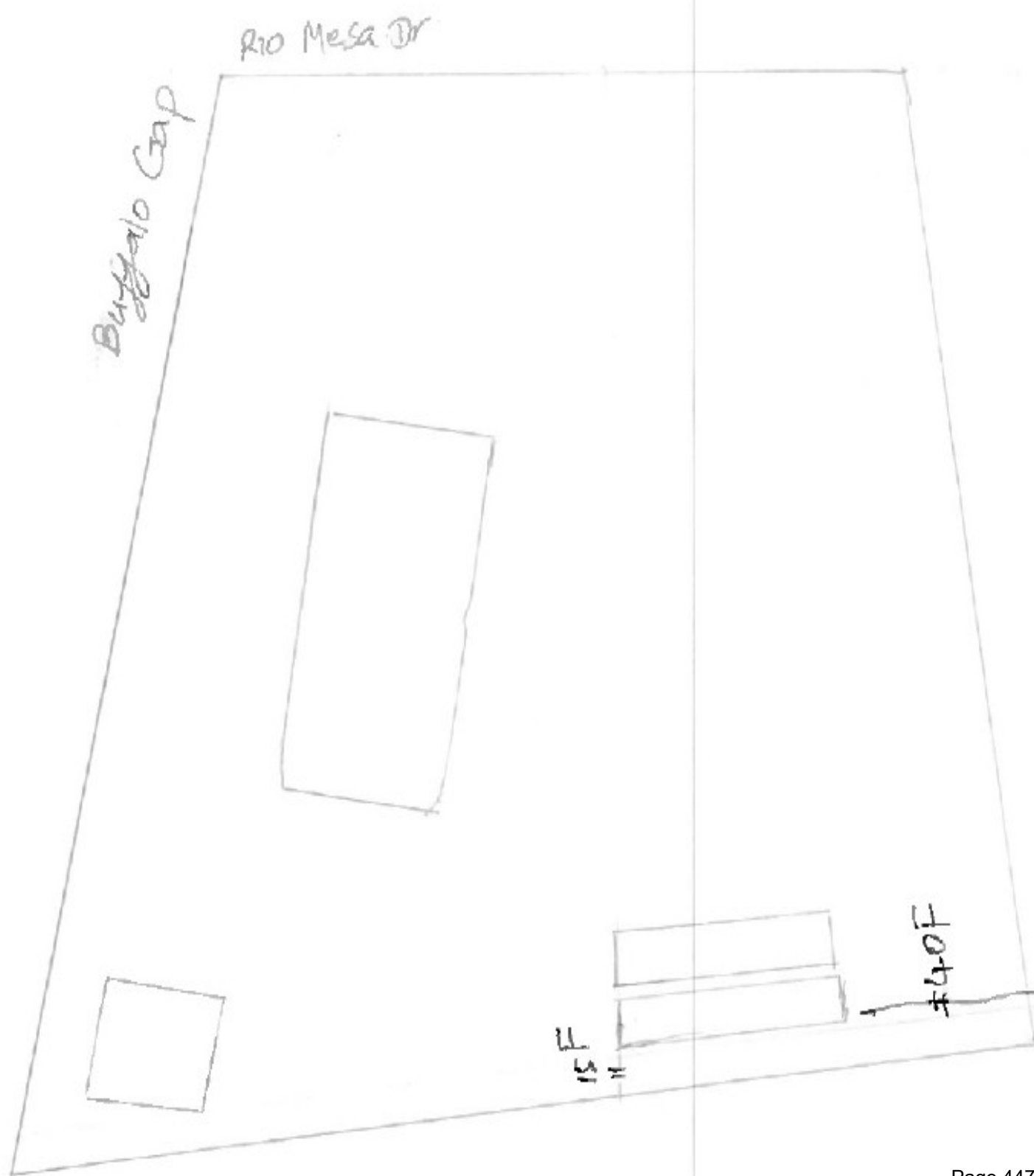
- a. 24/7 (no active operations; accessed only as needed for restocking/maintenance).
- b. The container itself does not generate noise, traffic, or activity outside normal business hours.

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



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.

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.

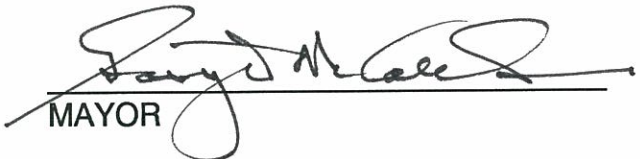
PASSED ON FIRST READING this 5 day of November A.D. 19 92.

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.

00301

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 described 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.

00302

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 accessory to residential use)

00303

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

00304

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.

00305

- 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.

00306



CONDITIONAL USE PERMIT

Case: CUP-2025-13

Owner: Yokkim Sar

Request: A Conditional Use Permit to allow two (2) freight containers within PDD-52.

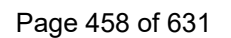
Location: 4338 Rio Mesa Drive

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: July 1, 2025

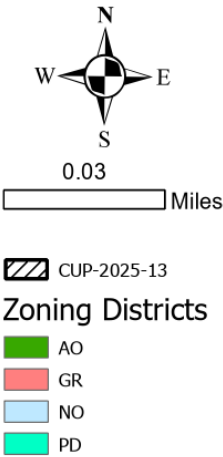
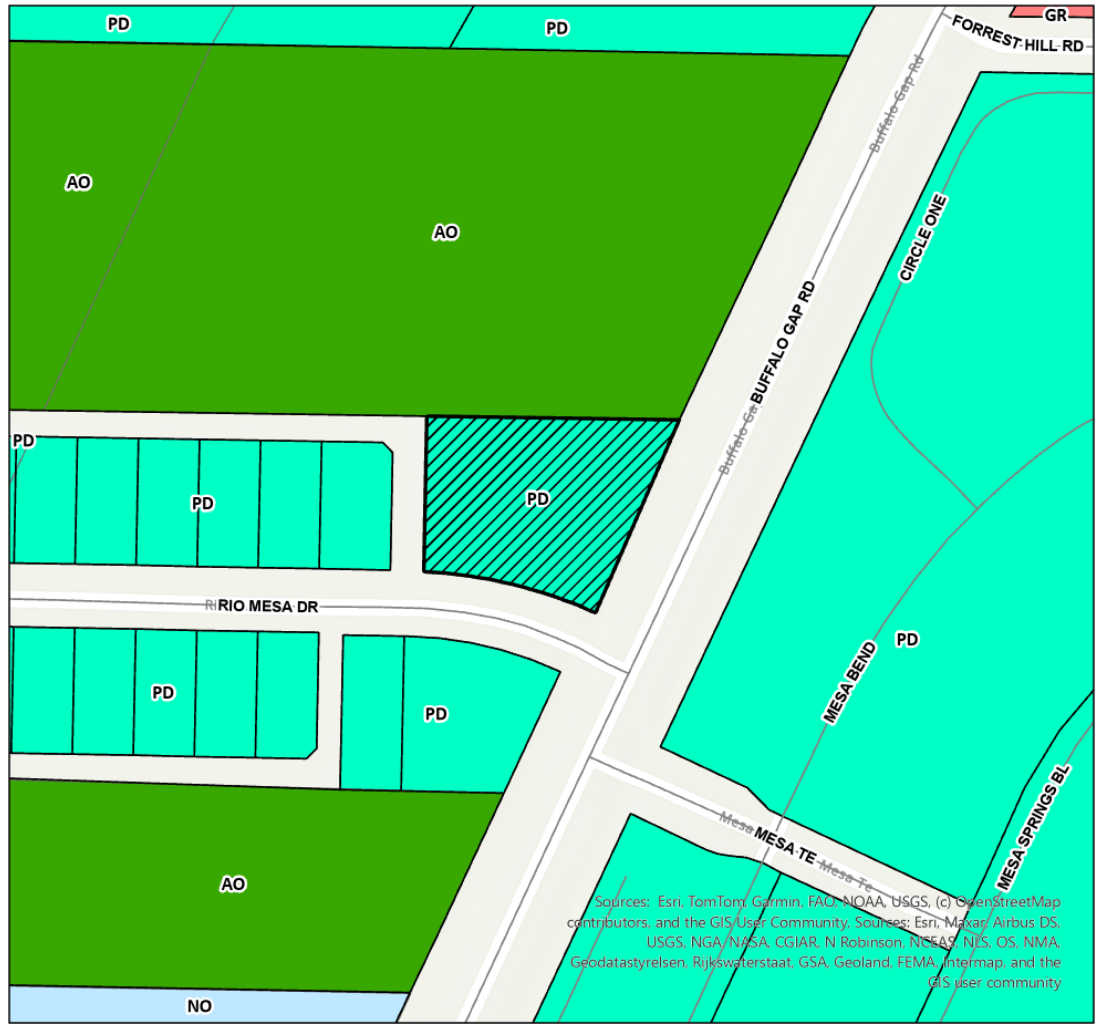
Council Hearing: July 24, 2025
August 14, 2025







ZONING MAP

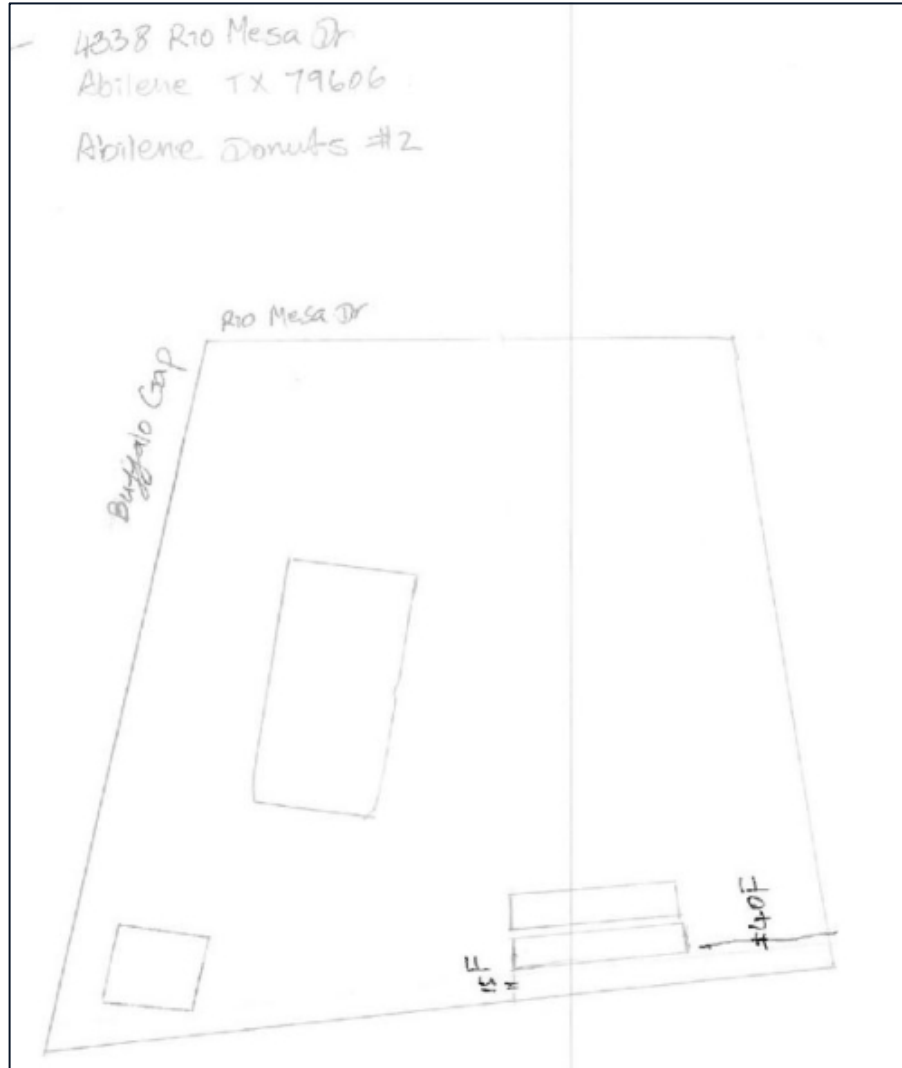


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NIS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community





CONCEPT PLAN



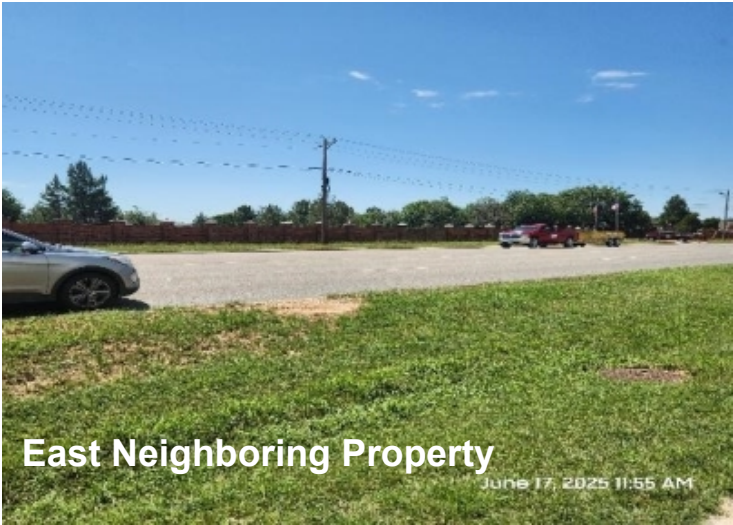


PROPERTY VIEWS



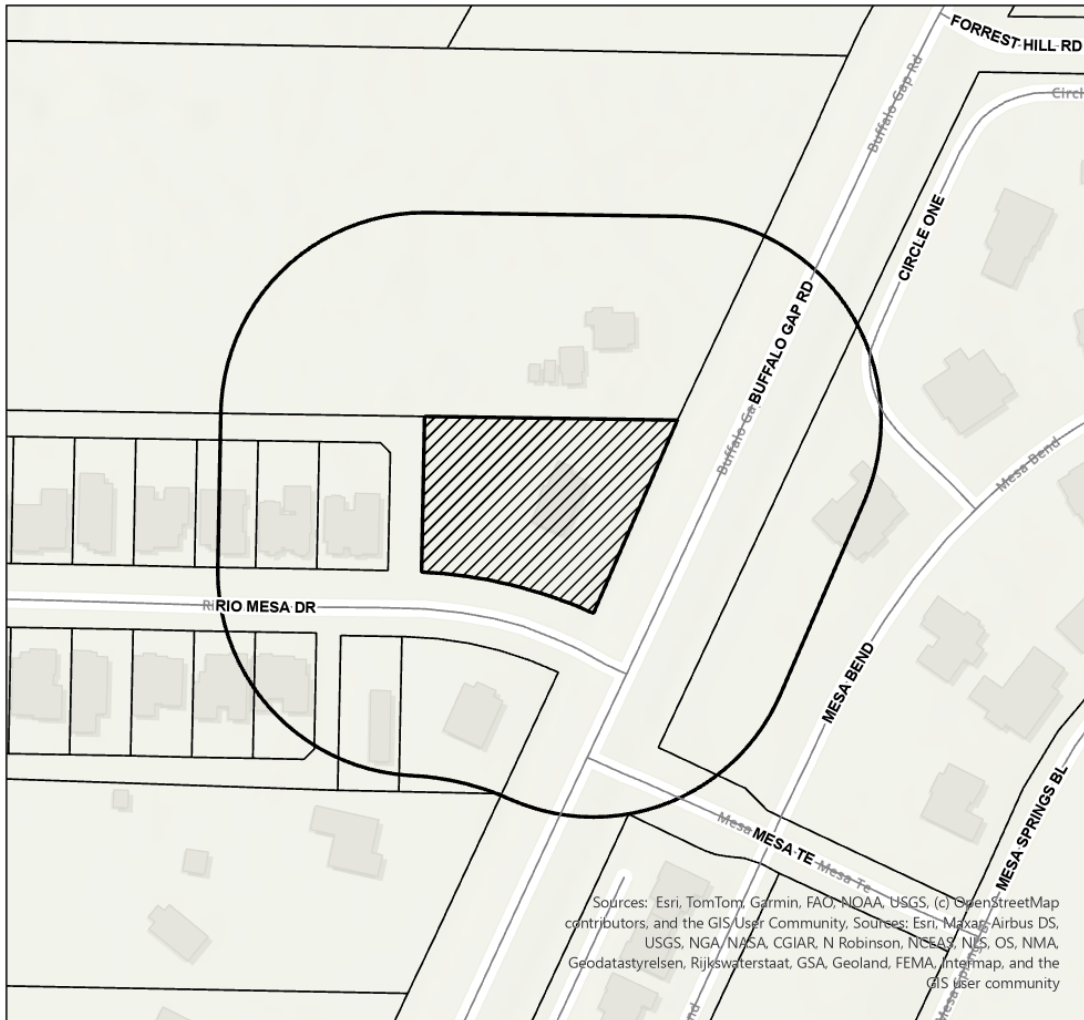


NEIGHBORING PROPERTY VIEWS





NOTIFICATION AREA MAP



0.03

Miles

Notification Buffer

CUP-2025-13

0- In Favor- ●

0- Opposed- ●



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, NIS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



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.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **21. Ordinance (Final Reading) CUP-2025-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Allow A Freight Container Within General 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

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

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.

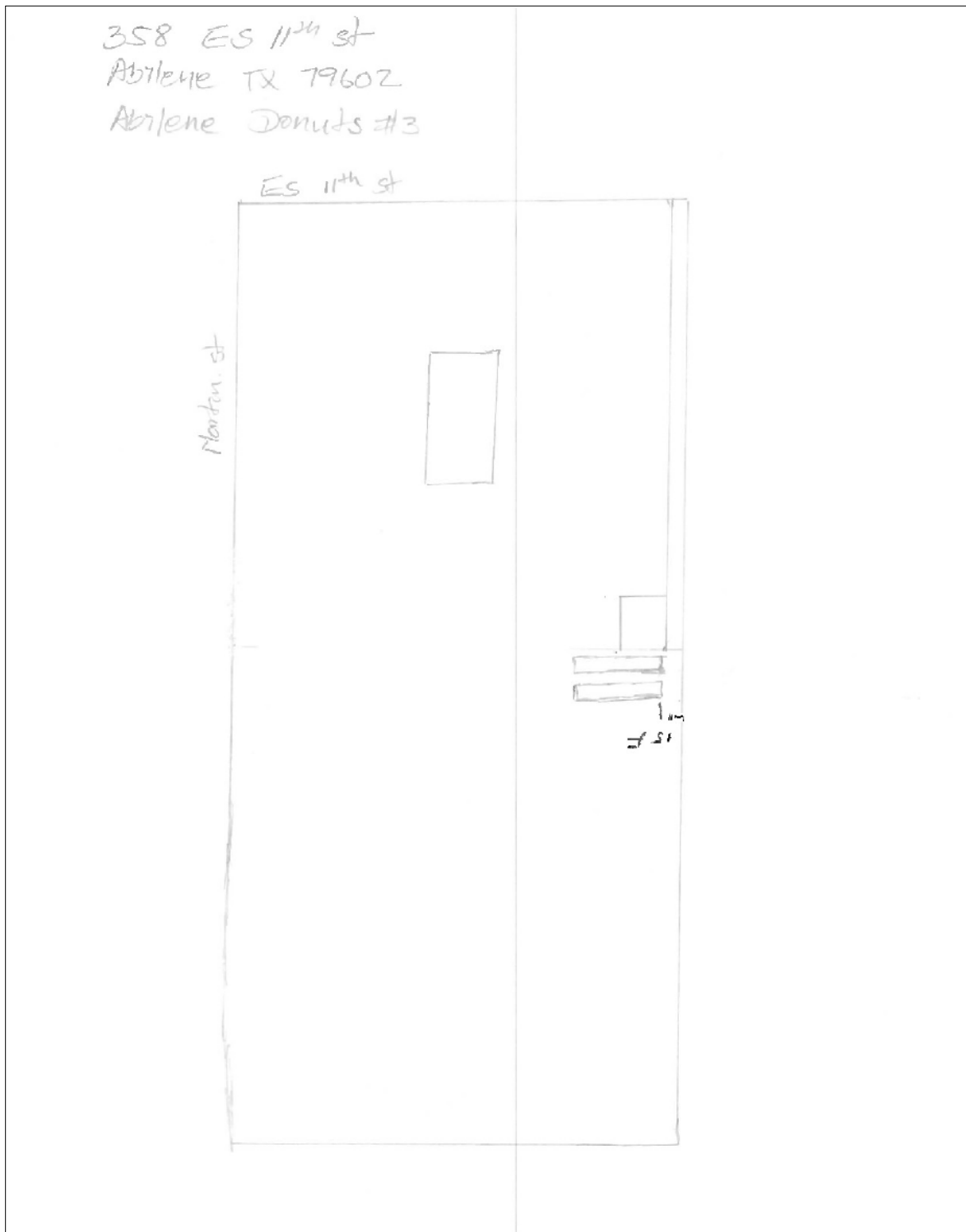
Legal description being, Lot 101, Block A, Section 2, Martin Addition, Abilene, Taylor County, Texas.

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	

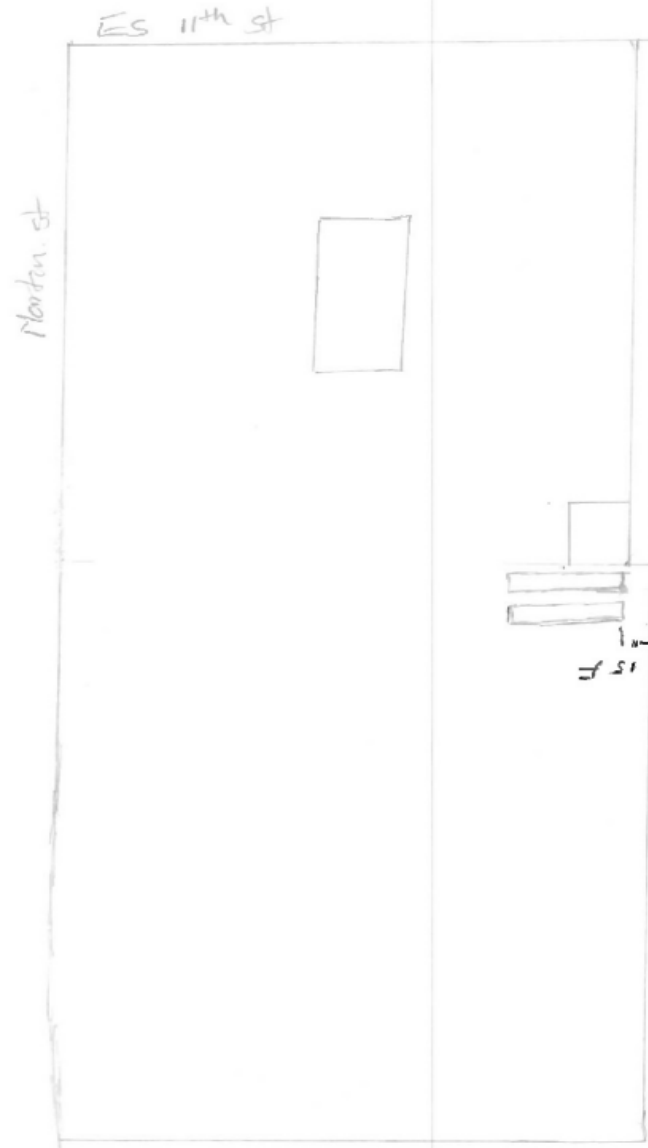
Prop ID

OWNER	SITUS Address	PROP_ID	RESPONSE
PRAIRIE ROCK LLC		18187	
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HARTNESS COREY & PEREZ ALYSSIA ADRIANNA &	309 ES 11TH ST	42985	
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	
MC PHAIL MIKE	349 ES 11TH ST	43349	
ISRANI HOLDINGS LLC	318 ES 11TH ST	45204	
CHRISTIAN DORA SUE	418 ES 11TH ST	45471	
LATOUR COMMERCIAL PROPERTIES LLC	402 ES 11TH ST	45624	
ROYAL ELECTRIC CO OF ABL	334 ES 11TH ST	45749	
SAR SAM & VONG YOKKIM	358 ES 11TH ST	45750	

INCA TRIO FIRE SERVICES LP	1009 MARTIN ST	1057572	
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CONCEPT PLAN

358 ES 11th St
Arlene TX 79602
Arlene Donuts #3



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.

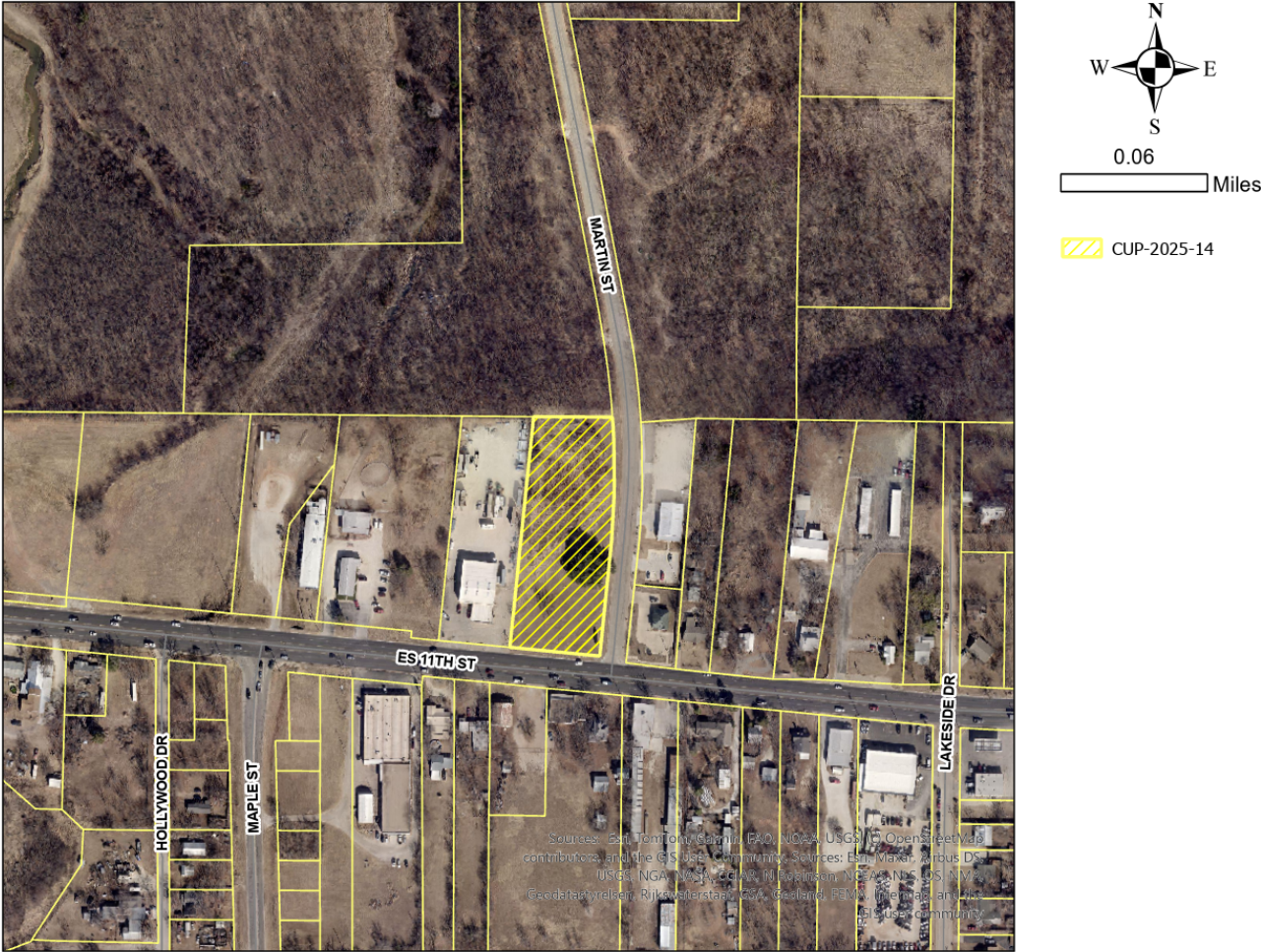
NOTIFICATION MAP



ZONING MAP



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: 358 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: Lisavong 99@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 | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☒ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ MF | Multi-Family |
| ☐ NO | Neighborhood Office | ☐ | Neighborhood Empowerment Zone |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

To allow freight Container.

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: [Signature]

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

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: _____



ZONING APPLICATION

THE STATE OF TEXAS)

COUNTY OF TAYLOR)

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

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

Witness my hand this day of 05. 27, 2025

*(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: lscavong99@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: _____

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.

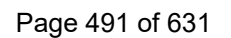
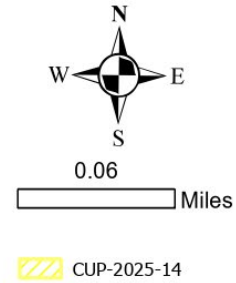
Location: 358 ES 11th St.

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: July 1, 2025

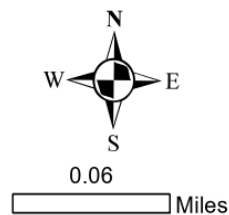
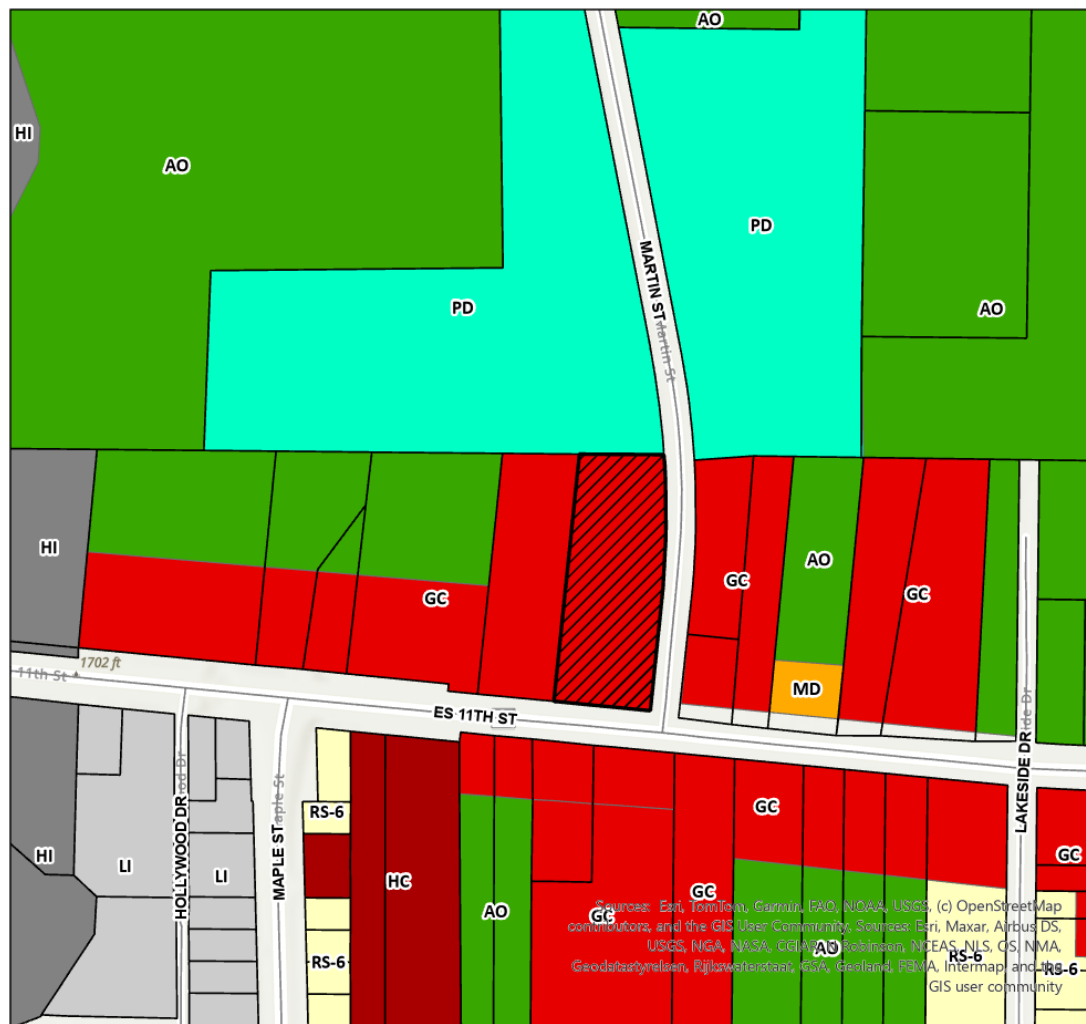
Council Hearing: July 24, 2025
August 14, 2025







ZONING MAP



CUP-2025-14

Zoning Districts

- AO
- GC
- HC
- HI
- LI
- MD
- PD
- RS-6

Sources: Esri, TomTom, Garmin, EAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGLA, Robinson, INDEAS, NLS, CS, NMA, GeoSatellite, Pijlswater, GSA, GeoLand, FEMA, Intermap and the GIS user community



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS





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.

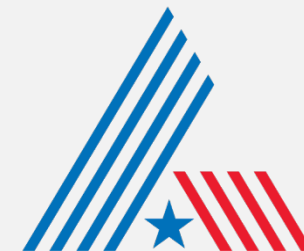
3. Hours of Operation:

- 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.

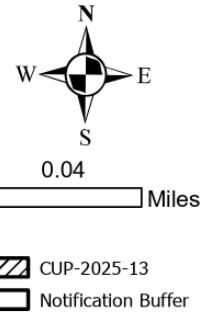
Justification for Approval:

- 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.

358 ES 11TH ST
Abilene TX 79602
Abilene Donuts #13



CITY OF
ABILENE
TEXAS



0- Opposed- ●





FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

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.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **22. Ordinance (Final Reading) Z-2025-19:** Receive a Report, Hold a Discussion and Public Hearing, 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

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

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:

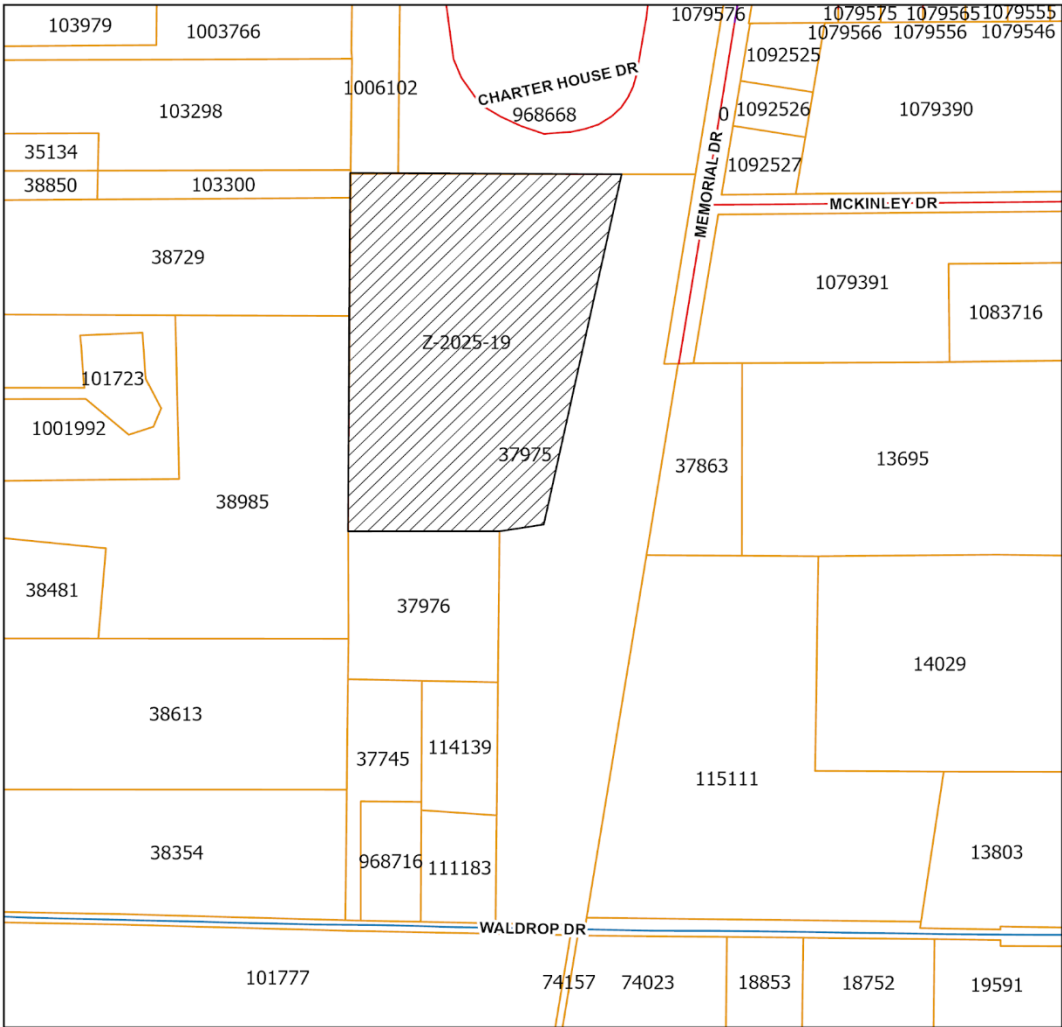
- S09°04'30"W, A DISTANCE OF 237.29 FEET TO A POINT;
- S09°04'06"W, A DISTANCE OF 70.95 FEET TO A POINT;
- S09°04'30"W, A DISTANCE OF 593.65 FEET TO A POINT;
- S09°04'40"W, A DISTANCE OF 60.67 FEET TO A POINT;
- S09°02'25"W, A DISTANCE OF 412.59 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DESCRIBED 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.



Legend

- Z-2025-19
- Courier Parcels
- Collector
- Local
- Minor Arterial

0.15
Miles

END

ZONING CASE

Z-2025-19

STAFF REPORT



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	
WESLEY COURT LLC	968668	2701 Charter House Dr	
WESLEY COURT LLC	968668	2730 Charter House Dr	
WESLEY COURT LLC	968668	2733 Charter House Dr	
WESLEY COURT LLC	968668	2725 Charter House Dr	
WESLEY COURT LLC	968668	2713 Charter House Dr	
WESLEY COURT LLC	968668	2721 Charter House Dr	
WESLEY COURT LLC	968668	2726 Charter House Dr	
WESLEY COURT LLC	968668	2737 Charter House Dr	
WESLEY COURT LLC	968668	2729 Charter House Dr	
WESLEY COURT LLC	968668	2722 Charter House Dr	
WESLEY COURT LLC	968668	2718 Charter House Dr	
WESLEY COURT LLC	968668	6725 Charter House Dr	
WESLEY COURT LLC	968668	2709 Charter House Dr	
WESLEY COURT LLC	968668	6529 Lincolnshire Wy	
WESLEY COURT LLC	968668	6513 Lincolnshire Wy	
WESLEY COURT LLC	968668	2605 Bristol Ct	
WESLEY COURT LLC	968668	6562 Lincolnshire Wy	
WESLEY COURT LLC	968668	6532 Lincolnshire Wy	
WESLEY COURT LLC	968668	2717 A Antilley Rd	
WESLEY COURT LLC	968668	2705 Charter House Dr	
WESLEY COURT LLC	968668	2617 B Antilley Rd	
WESLEY COURT LLC	968668	6558 Lincolnshire Wy	
WESLEY COURT LLC	968668	2649 Charter House Dr	
WESLEY COURT LLC	968668	2648 Charter House Dr	
WESLEY COURT LLC	968668	2645 Charter House Dr	
WESLEY COURT LLC	968668	2642 Charter House Dr	
WESLEY COURT LLC	968668	2641 Charter House Dr	
WESLEY COURT LLC	968668	2637 Charter House Dr	
WESLEY COURT LLC	968668	2636 Charter House Dr	

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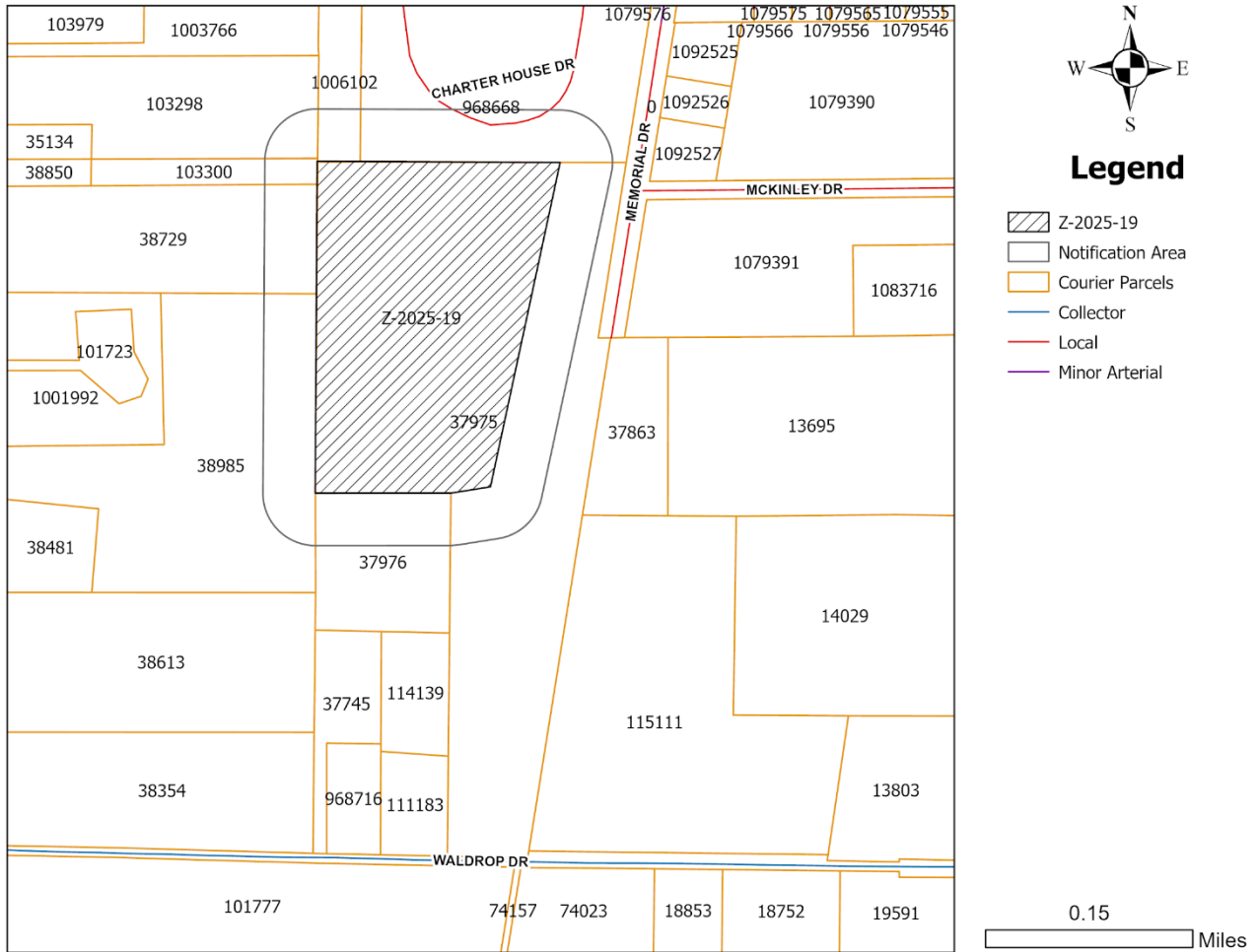
PROPERTY ID

Legend: O - Opposed, F - In Favor

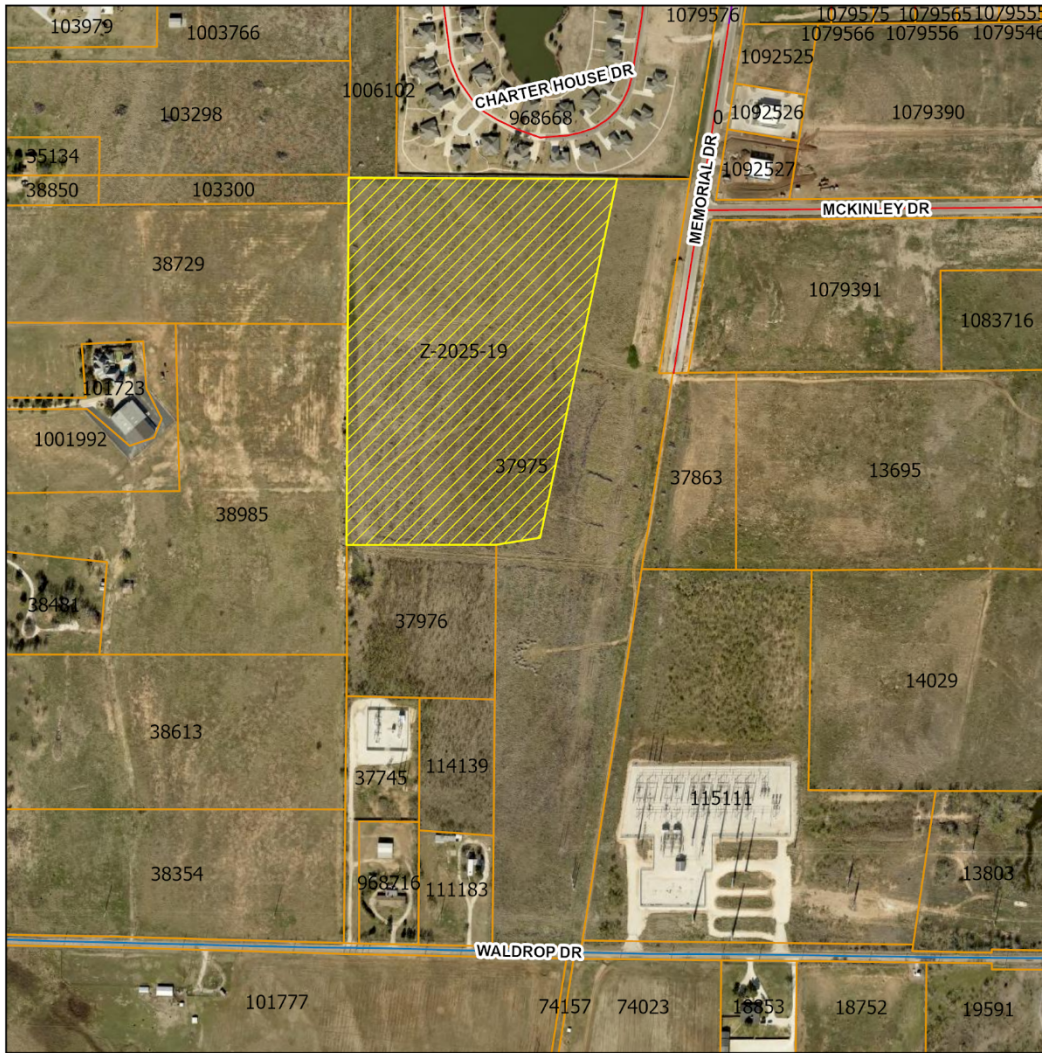
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WESLEY COURT LLC	968668	6537 LINCOLNSHIRE WY	
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WESLEY COURT LLC	968668	2617 ANTILLEY RD	
WESLEY COURT LLC	968668	6509 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	6540 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	6539 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	6514 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	2609 BRISTOL CT	
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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	
WESLEY COURT LLC	968668	2701 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2730 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2733 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2725 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2713 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2721 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2726 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2737 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2729 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2722 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2718 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	6725 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2709 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	6529 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	6513 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	2605 BRISTOL CT	
WESLEY COURT LLC	968668	6562 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	6532 LINCOLNSHIRE WY	
WESLEY COURT LLC	968668	2617 A ANTILLEY RD	
WESLEY COURT LLC	968668	2705 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2617 B ANTILLEY RD	
WESLEY COURT LLC	968668	6558 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2649 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2648 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2645 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2642 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2641 CHARTER HOUSE DR	
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WESLEY COURT LLC	968668	2636 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2633 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2630 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2629 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2626 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2625 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2622 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2621 CHARTER HOUSE DR	
WESLEY COURT LLC	968668	2618 CHARTER HOUSE DR	
BYRD MIKE	1006102		

NOTIFICATION MAP



LOCATION MAP



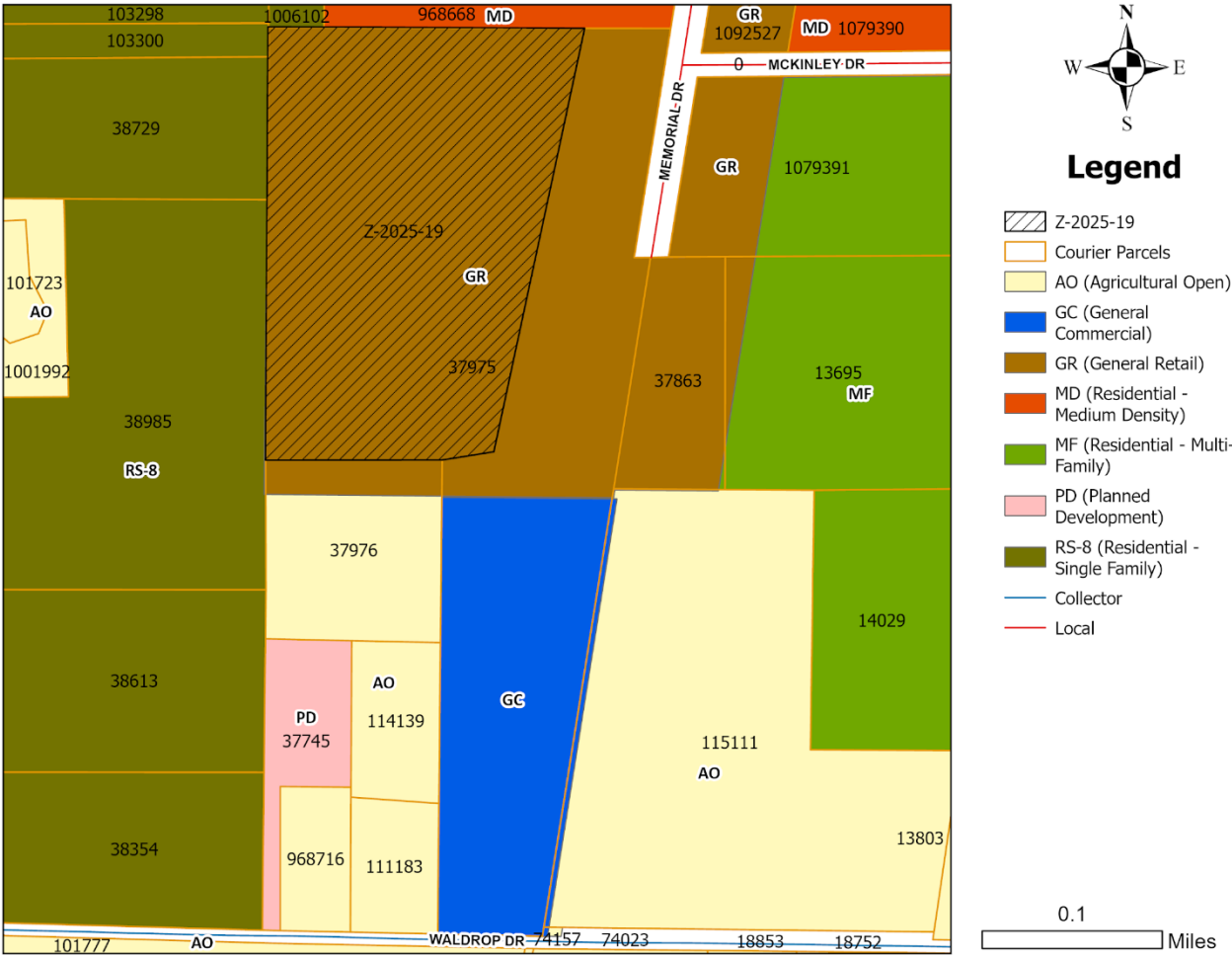
Legend

- Z-2025-19
- Courier Parcels
- Collector
- Local
- Minor Arterial

0.15

Miles

ZONING MAP





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





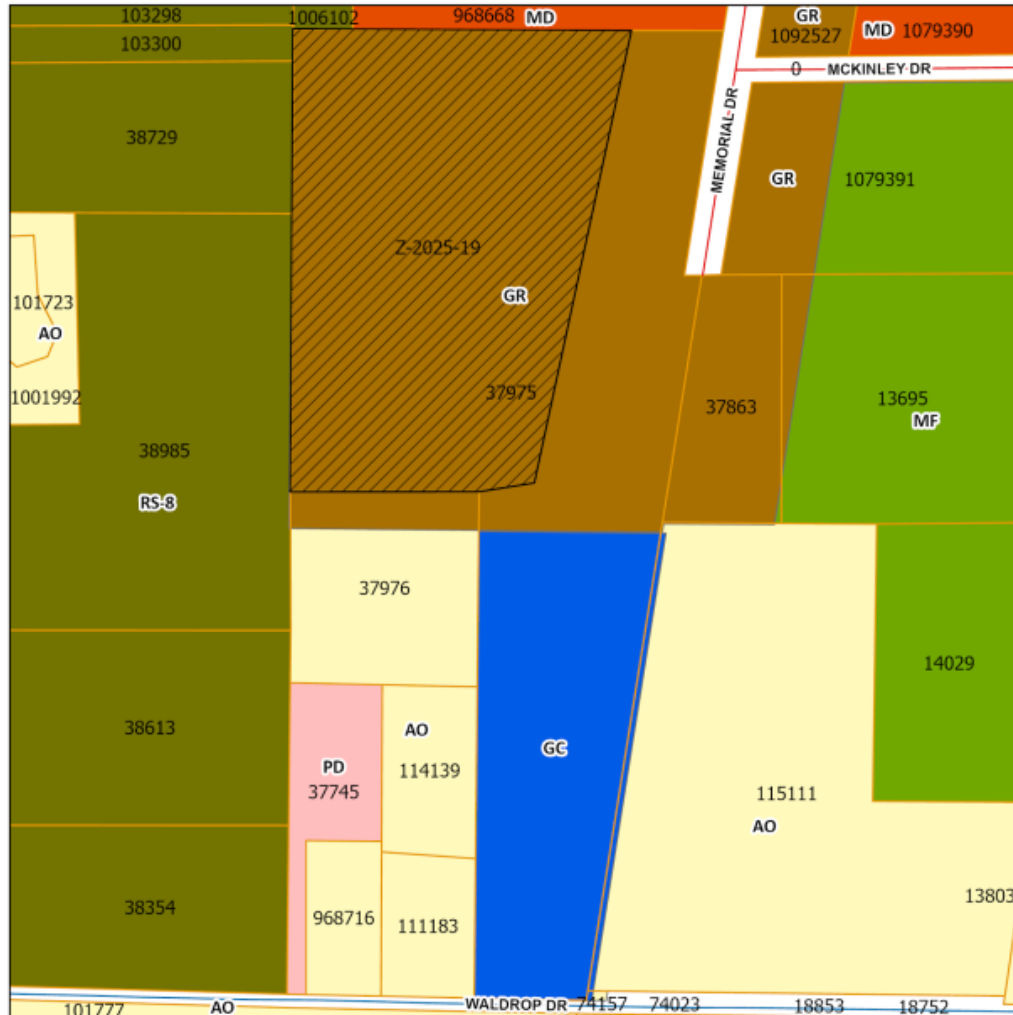
 Z-2025-19
 Courier Parcels
 Collector
 Local
 Minor Arterial

0.15 Miles





ZONING MAP

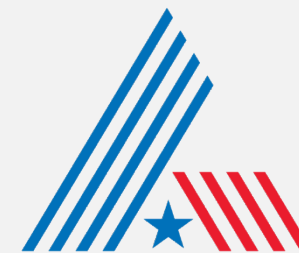


Legend

- Z-2025-19
- Courier Parcels
- AO (Agricultural Open)
- GC (General Commercial)
- GR (General Retail)
- MD (Residential - Medium Density)
- MF (Residential - Multi-Family)
- PD (Planned Development)
- RS-8 (Residential - Single Family)
- Collector
- Local

0.1

Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

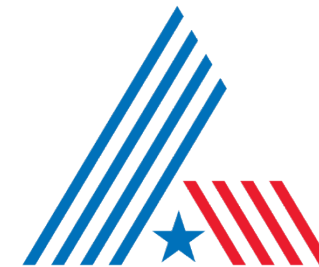
- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

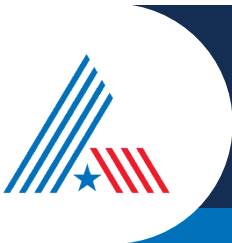
- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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



CITY OF
ABILENE
TEXAS



USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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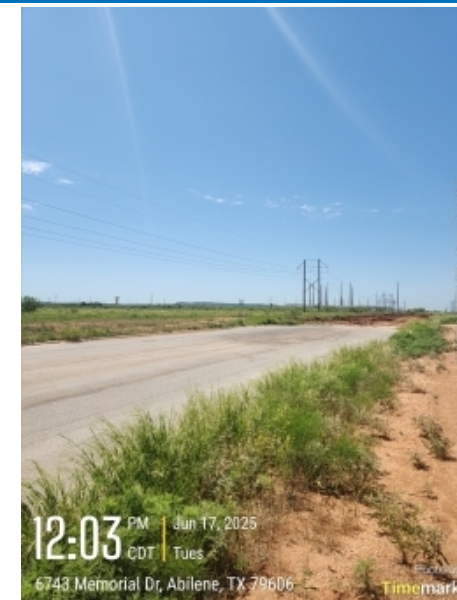


PROPERTY VIEWS



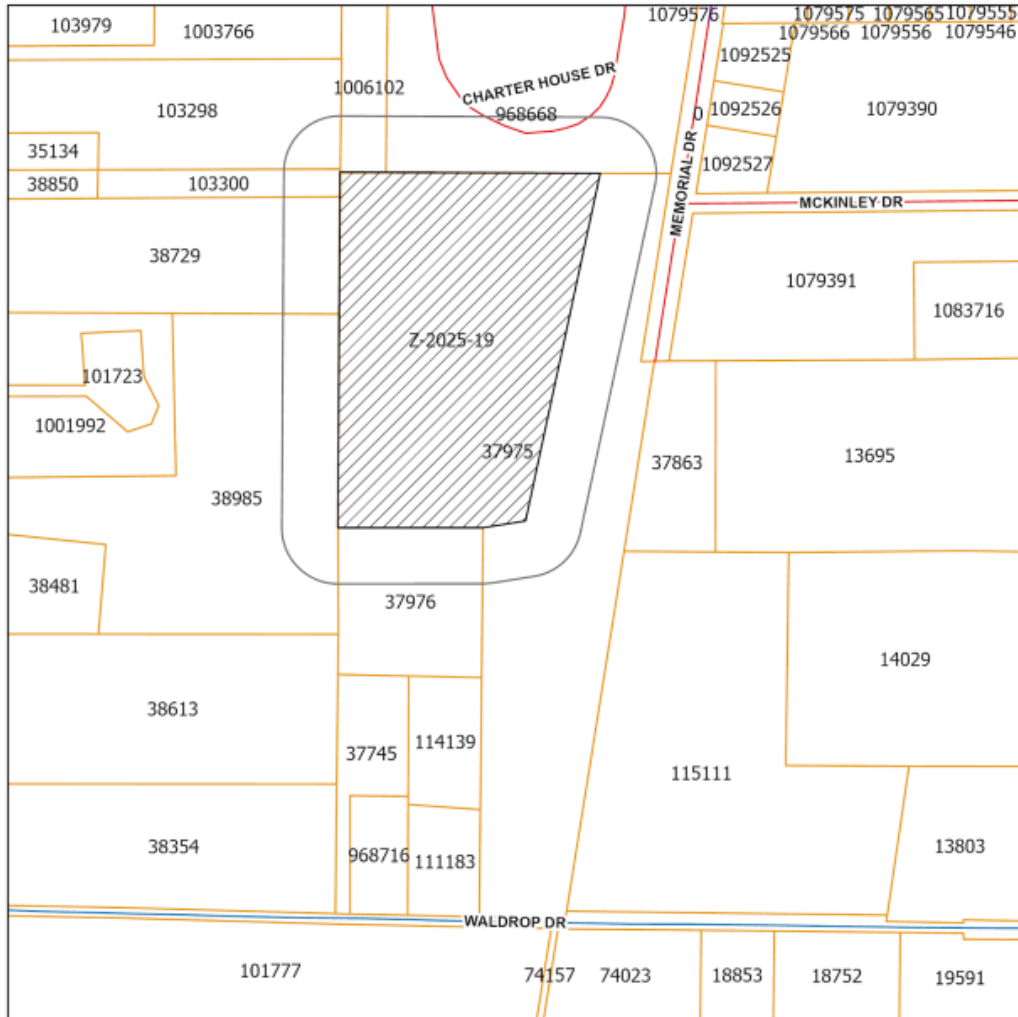


SURROUNDING PROPERTY VIEWS





NOTIFICATION AREA MAP



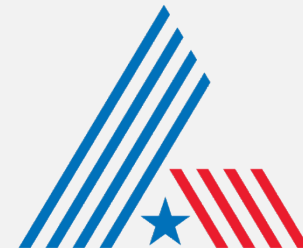
Legend

- Z-2025-19
- Notification Area
- Courier Parcels
- Collector
- Local
- Minor Arterial

0 - in Favor -

0 - in Opposition -

0.15
Miles



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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **23. (Remove from Table) 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

Following two prior discussions with Council regarding a BYOB ordinance, the attached revised, proposed Ordinance has the following changes:

1. All BYOB Establishments operating within the city must close between the hours of 2:00 AM to 7:00 AM, Monday through Sunday.
2. No other regulations are imposed upon a BYOB Establishment unless the BYOB Establishment is subject to the "two strikes" scenario. If a BYOB Establishment has two or

more described incidents within a 180 day period, all of the regulations set forth in the ordinance apply, including the requirement to obtain a permit.

Additionally, a BYOB Permit Holder may have up to three (3) designees for each separate premises operated by the BYOB Permit Holder.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Enacting Ordinance revised- BYOB
2. BYOB Ordinance redline 2nd revision
3. BYOB permit ordinance 2nd 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 14th day of August, 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 28th 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.
- (13) *Special events venue* means an establishment whose ~~principal~~ business ~~includes~~ 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 subsections (B) ~~and (C)~~, 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 ~~Divisions 2, 3 and 4~~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, in its sole discretion, 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 the application of Divisions 2, 3 and 4 to the BYOB Establishment~~; the above-listed sections and shall include the reason(s) the BYOB Permit Holder and BYOB Establishment are subject to the regulations.~~

(C) This article does not apply to:

- (1) A residence;
- (2) A special events venue;
- (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; or;
- (6) A place of worship.

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 or BYOB Establishment 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.

Sec. 17-11634. – 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 including 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 including 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 including 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.

DIVISION 2. PERMITS

Sec. 17-1176. – 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. 17-1187. – 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. 17-1198. – 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. 17-1~~2019~~. – 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;
- (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.
- (D) The City Secretary shall give written notice of a determination of an application to the Applicant no later than thirty (30) 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. 17-12~~10~~9. – Permit not transferable.

A BYOB Permit issued under this article is not assignable or transferable to any other person or entity.

Sec. 17-12~~21~~1. – Permit not a right.

A BYOB Permit issued under this article is a grant of a privilege and is not a property right.

Sec. 17-12~~32~~2. – 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 that 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. 17-12~~43~~3. – 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 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 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 up to not more than three (3) designees for each separate premises operated by the BYOB Permit Holder.

Sec. 17-130. – Minimum age for possession 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.~~

- ~~(D) 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.~~
- ~~(E) 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.~~
- ~~(F) 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. 17-134⁵. – 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. 17-13~~5~~6. – 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. 17-13~~6~~7. – Sale of alcoholic beverages prohibited.

A person shall not sell an alcoholic beverage at a BYOB Establishment.

Sec. 17-13~~7~~8. – 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. 17-13~~8~~9. – 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. 17-13940. – 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. 17-1401. – 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. 17-1412. – 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.

17-1423. – 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



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.



BYOB Permit Ordinance that applies to all BYOB Establishments:

A BYOB establishment may not be open during the hours of 2:00 AM to 7:00 AM Monday through Sunday.



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. 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.

3. The BYOB Permit must be prominently displayed at the BYOB establishment.



4. 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.
5. The BYOB Establishment consents to inspection of their premises.
6. The BYOB Permit Holder, or designee, must be on the premises while the BYOB establishment is open for business.
7. All persons entering the BYOB establishment must walk through metal detectors or hand wand detectors must be utilized.



8. The exterior portions of the BYOB establishment must be well lit during business hours.
9. The BYOB establishment must provide at least one security officer per 50 patrons.
10. Security officers must have at least a Level II non-commissioned security guard license.
11. 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.



Special events venue means an establishment whose business includes 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.



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 Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 24. (Remove from Table) 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

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 14th day of August, 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 28th 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



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 Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **25. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 20, "Offenses," Article VII, "Alcoholic Beverages," Code of Ordinances to regulate the hours of operation of Bring Your Own Beverage (BYOB) Establishments *(Stanley Smith)*

GENERAL INFORMATION

In consideration of the prior discussions with City Council regarding the regulation of BYOB Establishments, this Ordinance is brought forward as an alternative to the BYOB *Permit* Ordinance.

This proposed alternate Ordinance makes it an offense for a Bring Your Own Beverage (BYOB) Establishment to be open between the hours of 2:00 AM to 7:00 AM daily. Additionally, it makes it an offense for a person to consume alcohol at a BYOB Establishment between the hours of 2:00 AM and 7:00 AM daily.

There is no permitting or other regulation of the BYOB Establishments.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Enacting Ordinance BYOB Alcoholic Beverages offense
2. Exhibit A - Alcohol Beverages BYOB ordinance
3. Offenses BYOB hours of operation presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 20, “OFFENSES,” ARTICLE VII, “ALCOHOLIC BEVERAGES,” 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 20 of the Code of Ordinances to regulate the hours of operation of the BYOB establishments; and

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

PART 1: That Chapter 20, “Offenses,” Article VII, “Alcoholic Beverages,” 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 14th day of August, 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 28th day of August, 2025.

ATTEST:

CITY SECRETARY

MAYOR

CITY ATTORNEY

EXHIBIT A

ARTICLE VII. - ALCOHOLIC BEVERAGES

Sec. 20-84. - Bring Your Own Beverage (BYOB)

1. A *Bring Your Own Beverage (BYOB) Establishment* is 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.
2. BYOB Establishments shall close between 2:00 a.m. and 7:00 a.m. each day including Sunday.
3. 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 including Sunday.
4. 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 including Sunday.

Amend Chapter 20, “Offenses,” Article VII, “Alcoholic Beverages,” Code of Ordinances

Regulating the Hours of Operation of BYOB Establishments



A BYOB establishment may not be open during the hours of 2:00 AM to 7:00 AM Monday through Sunday.

A Person may not consume an alcoholic beverage at a BYOB establishment between the hours of 2:00 AM to 7:00 AM Monday through Sunday.

A BYOB establishment may not allow a person to remain on its premises, including a parking lot, between the hours of 2:15 AM and 7:00 AM Monday through Sunday.



Violation of the BYOB ordinance may result in the issuance of a class C misdemeanor citation.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor and City Council

FROM: Emily Crawford, City Manager

SUBJECT: 26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Nomination for an Application for Texas Enterprise Zone Program (EZP) for Blue Cross and Blue Shield of Texas (Emily Crawford)

GENERAL INFORMATION

The Texas Enterprise Zone Program (EZP) is managed by Office of the Governor's Economic Development and Tourism. It encourages private investment and job creation in economically distressed areas of Texas. A recipient of the EZP is required to hire 35% of its new employees from enterprise zones or economically disadvantaged populations.

The EZP offers state sales and use tax refunds to businesses that create or retain jobs and make capital investments in designated areas. The EZP does not apply to local sales tax. There is no reduction in local sales tax to the City, nor is there an abatement of local sales tax.

Business must be nominated by a City or County. Approved projects receive a designation for up to five years.

The company being nominated is Blue Cross and Blue Shield of Texas (BCBS). They are committing \$5 million in capital investment, retaining 500 full-time employees, and creating 10 new full-time employees. The DCOA has facilitated the EZP application with BCBS for Council approval.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This is a state incentive and has no fiscal impact on the City.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. HCSC Abilene TX EZ Tab 7 Nominating Resolution DRAFT 2025-07-14
2. Approve BCBS Texas Enterprise Zone
3. DCOA Project Beehive - TX Enterprise Zone.General Session.Public Slide.8.1.25

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE NOMINATION OF HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, DOING BUSINESS AS BLUE CROSS AND BLUE SHIELD OF TEXAS ("HCSC") AS AN ENTERPRISE PROJECT PURSUANT TO CHAPTER 2303, SUBCHAPTER F OF THE TEXAS ENTERPRISE ZONE ACT, TEXAS GOVERNMENT CODE ("ACT"); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 24, 2018, the City of Abilene, Texas ("City") has previously passed Ordinance No. 28-2018 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance 28-2018; and,

WHEREAS, the City is in full compliance with the Texas Enterprise Zone Act, Chapter 2303;

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider HCSC as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to create the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and,

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), HCSC has applied to the City for designation as an Enterprise Project; and,

WHEREAS, the City finds that HCSC meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. HCSC is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of HCSC as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that HCSC meets the criteria for tax relief and other incentives adopted by the city and nominates HCSC for an enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and,

WHEREAS, the City finds that it is in the best interest of the City to nominate HCSC as an enterprise project pursuant to the Act.

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

SECTION 1. The findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

SECTION 2. HCSC is a “qualified business,” as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 3. The enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years after the date of designation

SECTION 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED, APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, ON THIS ____ DAY OF AUGUST 2025.

[CITY SEAL]

APPROVED:

Weldon W. Hurt, Mayor

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

Approve a Nomination for an Application for Texas Enterprise Zone Program (EZP) for Blue Cross and Blue Shield of Texas



Texas Enterprise Zone Program – City of Abilene Nomination

What is the Texas Enterprise Zone Program?

- Program managed by Office of the Governor's Economic Development and Tourism
- **Encourages private investment and job creation in economically distressed areas of Texas.**
 - Company is required to hire 35% of its new employees from enterprise zones or economically disadvantaged population
- **Offers state sales and use tax refunds to businesses that create or retain jobs and make capital investments in designated areas.** Does not include local sales tax.
- Business must be **nominated by a local community – the City of Abilene** (e.g., municipality or county)
- Designation Period – Approved projects receive a designation for **up to 5 years**

DCOA Project Beehive Expansion Project:

- Company Partner with the DCOA since 1997
- Company leases a DCOA-owned facility (28 years)
- 2022 Business Retention & Expansion Project with DCOA included a 20-year lease with jobs retained.

Capital Investment = \$5,000,000

- Job Retention = **500 FTEs***
- Job Creation = **10 FTEs***
- **DCOA Incentive = City of Abilene's Nomination of the Company for the Texas Enterprise Zone Program.** DCOA negotiates incentives at a competitive level according to each individual project scope.



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor & Members of the City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 27. 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
14. Tracey Freeman v. City of Abilene, Case No. 13596-D; In the District Court of Taylor County, 350th Judicial District, filed on July 8, 2025
15. Bronson Joseph Serasio v. C Davis, City of Abilene Police Department; Case No. 25SC-11643J11; In The Small Claims Court, Precinct 1, Place 1, Taylor County, Texas, filed July 21, 2025
16. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of Texas, San Antonio Division; filed May 28, 2025
17. Listing of Pending Lawsuits on Agendas

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Project Surf
2. Lancium Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor & Members of City Council

FROM: Marjorie Knight, Director of Finance

SUBJECT: **28. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2024-2025 Budget

GENERAL INFORMATION

As part of the budget workshop on July 21, 2025, the City Council approved on first reading the All Funds Revised Budget of \$366,014,742 for FY 2024-2025.

This will be the final public hearing and vote on the 2024-2025 Revised Budget.

The FY 2024-2025 Revised Budget is included within the FY 2025-2026 Proposed Budget document available on the City's website at <https://www.abilenetx.gov/224/Annual-Budget> or <https://www.abilenetx.gov/DocumentCenter/View/36761/2025-2026-Proposed-Budget-Updated-7292025-PDF>.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends City Council hold the public hearing and approve the Revised Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Revised Budget for FY 2024-2025
2. Presentation - Ordinance 2024-2025 Revised Budget

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2024-2025; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2024-2025 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 14th, 2025, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2024-2025 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 14th of August, 2025, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 10th of August 2025, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2024 through September 30, 2025, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	7
Police Sergeant	26	Fire Marshal	1
Police Officers	<u>190</u>	Fire Captain	9
	229	Fire Lieutenant	33
		Fire Fighter	<u>161</u>
			213

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 21st day of July, A.D. 2025.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
14th day of August, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2024-2025	Amended 2024-2025
Fund Balance Beginning	\$89,501,484	\$99,841,042
Total Revenue	349,717,940	358,049,313
Total Expenditures	350,179,399	366,014,742
Fund Balance Ending	\$89,040,025	\$91,875,613

Ordinance & Public Hearing Final Vote on Revised 2024-2025 Budget





Ordinance & Public Hearing

Final Vote on Revised 2024-2025 Budget

- As part of the budget workshop on July 21, 2025, City Council approved on first reading the All Funds Revised FY 2025 Budgets of \$366,014,742.
- Final vote on the Revised 2025 Budget



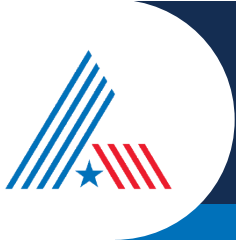


Ordinance & Public Hearing

Final Vote on Revised 2024-2025 Budget

	Budget as Approved
Fund Balance Beginning	\$99,841,042
Total Revenues	358,049,313
Total Expenditures	366,014,742
Fund Balance Ending	\$91,875,613





Ordinance & Public Hearing Final Vote on Revised 2024-2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor & Members of City Council

FROM: Marjorie Knight, Director of Finance

SUBJECT: **29. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2025-2026 Budget

GENERAL INFORMATION

As part of the budget workshop on July 22, 2025, the City Council approved on first reading the 2025-2026 budget totaling \$370,603,909.

Staff is recommending further changes to the budget as follows:

1. Certified assessed property values were received from the Central Appraisal District. An increase in taxable values prompted further adjustment to the tax rate. The proposed tax rate remains at \$.7506 per \$100 value, as originally approved.
 - M&O tax rate increased from \$.5837 to **\$.5851** per \$100 value
 - I&S tax rate decreased from \$.1669 to **\$.1655** per \$100 value
 - The No-New-Revenue (NNR) tax rate is \$.7375 per \$100 value. The proposed tax rate of \$.7506 per \$100 value is an **effective increase of 1.8%** or \$13.10 per \$100k value.
 - The proposed M&O tax rate of \$.5851 per \$100 value is above the NNR M&O tax rate of \$.5774 per \$100 value, which is an **effective increase of 1.3% for maintenance and operations** (\$7.70 per \$100k value).
 - Budget impact includes an increase in property tax revenues of \$737,840. General Fund property tax revenues increased by \$722,410 which is being offset with an increase in the transfer to the Street Maintenance Fund of \$722,410. The General Debt Service Fund's property tax revenues increased by \$15,430 due to a rounding adjustment
2. Restore grant funding for Health's Immunization program
 - The City received notification that the state will be absorbing the reduction in federal

funding for Immunizations

- Increased Health Fund's state grant revenues by \$169,790
- Added back two positions previously cut from Immunizations, increasing personnel costs by \$124,525

After adjustments, the recommended 2025-2026 proposed budget totals \$371,450,844.

This will be the final public hearing and vote on the proposed 2025-2026 budget. The updated 2025-2026 Proposed Budget document is available on the City's website at <https://abilenetx.gov/224/Annual-Budget> at <https://www.abilenetx.gov/224/Annual-Budget> or <https://www.abilenetx.gov/DocumentCenter/View/36761/2025-2026-Proposed-Budget-Updated-7292025-PDF>.

SPECIAL CONSIDERATIONS

State law requires two votes be taken:

1. To approve and adopt the Fiscal Year 2025-2026 Budget at a specified amount.
"I move to approve and adopt the Fiscal Year 2025-2026 Budget of \$371,450,844 for All Operating Funds."
2. To acknowledge and ratify the property tax increase reflected in the budget using the following statement:
"I move that this budget will raise more total property taxes than last year's budget by \$5,220,630 or 7.5%, and of that amount \$4,806,043 is tax revenue to be raised from new property added to the tax roll this year."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Proposed Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Budget for FY 2025-2026

2. Walkforward of Proposed Budget 7-29-25.2
3. Presentation - Ordinance 2025-2026 Proposed Budget

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 3rd, 2025, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2025; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 14th, 2025, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2025, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 14th of August, 2025, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 3rd of August, 2025, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2025, through September 30, 2026, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	7
Police Sergeant	26	Fire Marshal	1
Police Officers	<u>190</u>	Fire Captain	9
	229	Fire Lieutenant	33
		Fire Fighter	<u>161</u>
			213

PART 7: That the City's operating budgets are approved as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2025.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
14th day of August, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2025-2026
Fund Balance Beginning	\$91,875,613
Total Revenue	370,384,711
Total Expenditures	371,450,844
Fund Balance Ending	\$90,809,480



MEMORANDUM

City of Abilene, Texas

To: Emily Crawford, City Manager

From: Marjorie Knight, Director of Finance

Date: July 29, 2025

Subject: 2025-2026 Proposed Budget Changes as of July 29, 2025

The Proposed Budget document has been updated for changes since it was originally filed on July 3, 2025 (with the exception of the City Manager's Letter). These changes are highlighted in yellow and/or in blue font throughout the document. Below is a summary of these changes:

1. Budget Workshop Changes on July 21, 2025

Revised 2025

- Increase General Fund sales tax revenue increased for July receipt by \$2,225,110
 - Increase General Fund's Transfer to MIP by \$2,225,110
- Move \$1,000,000 transfer from General Fund to Infill Development Fund for Rebuild ABI to 2026
 - Decreased General Fund's Transfer to Rebuild ABI (Infill Development Fund) by \$1 million
 - Increased General Fund's Transfer to MIP by \$1 million

Proposed 2026

- Updated property tax revenue estimates and tax rates for preliminary values as of July 16th
 - Proposed tax rate decreased from \$.7675 to \$.7506 per \$100 value
 - M&O tax rate decreased from \$.5967 to \$.5837 per \$100 value
 - I&S tax rate decreased from \$.1708 to \$.1669 per \$100 value
 - Includes a net rounding adjustment of \$26,450 to revenues
 - Includes rounding adjustment decreasing General Fund's property tax revenues by \$5,990 and increasing miscellaneous revenues by \$5,990 with a net zero impact to General Fund
 - Includes rounding adjustment decreasing General Debt Service Fund's property tax revenues by \$26,450
- Reallocate \$1 million of Transfer to MIP to Transfer to Infill Development Fund for Rebuild ABI
 - Decreased General Fund's Transfer to MIP by \$1 million
 - Increased General Fund's Transfer to Rebuild ABI (Infill Development Fund) by \$1 million
 - Net zero impact to General Fund
- Add Code Compliance changes to Fee Schedule

We work together to build and maintain a community of the highest quality for present and future generations.

Respect • Integrity • Service Above Self • Excellence in All We Do

2. Certified values were received from the CAD on July 22, 2025

- An increase in taxable values prompted further adjustment to the tax rate.
- Proposed tax rate remains at **\$.7506** per \$100 value
- M&O tax rate increased from \$.5837 to **\$.5851** per \$100 value
- I&S tax rate decreased from \$.1669 to **\$.1655** per \$100 value
- The No-New-Revenue (NNR) tax rate is \$.7375 per \$100 value. The proposed tax rate of \$.7506 per \$100 value is an **effective increase of 1.8%** or \$13.10 per \$100k value.
- The proposed M&O tax rate of \$.5851 per \$100 value is above the NNR M&O tax rate of \$.5774 per \$100 value, which is an **effective increase of 1.3% for maintenance and operations** (\$7.70 per \$100k value).
- The individual impact to a taxpayer will vary based on whether their values increased or decreased from the prior year. The total proposed tax rate decreased from \$.7607 for 2024 to \$.7506 for 2025. This is a decrease of \$.0101 per \$100 or -\$10.10 per \$100,000.
- Budget impact includes an increase in property tax revenues of \$737,840
 - General Fund property tax revenues increased by \$722,410
 - Offset with increase in General Fund transfer to Street Maintenance Fund of \$722,410
 - Includes rounding adjustment increasing General Debt Service Fund's property tax revenues by \$15,430

4. Restored grant funding for Health's Immunization program

- The City received notification that the state will be absorbing the reduction in federal funding for Immunizations
- Increased Health Fund's state grant revenues by \$169,790
- Added back two positions previously cut from Immunizations, increasing personnel costs by \$124,525

5. MIP Fund

- IT's CTG Technology projects of \$220,000 awarded by City Council on July 24th
- Police's CAD/RMS/Mobile software implementation of \$500,000
 - This is in addition to the \$500,000 funded in the Police Apparatus Fund, preliminary quotes for this implementation are likely to exceed \$1 million

The following page provides a table that summarizes the changes outlined in items #1-#4.

Walkforward of Budgets as filed on 7-3-2025 to 7-29-2025

	Revised 2025	Proposed 2026
Revenues - as originally filed	\$ 355,824,203	\$ 368,781,121
Budget Workshop Changes 7-21-2025, adjust sales tax		
Increase 2025 sales tax estimate for July receipt	2,225,110	
Budget Workshop Changes 7-22-2025, \$.7506 tax rate		
Adjust General Debt Service property tax revenue for rounding		(26,450)
Certified Value Changes 7-22-2025, \$.7506 tax rate		
Adjust General Fund property tax revenues		722,410
Adjust General Debt Service property tax revenue for rounding		15,430
Increase Street Maintenance Fund's Transfers from General Fund		722,410
Restore Immunization grant funds		169,790
Revenues - as of 7-29-2025	358,049,313	370,384,711
Expenditures - as originally filed	363,789,632	370,603,909
Budget Workshop Changes 7-21-2025		
Increase 2025 Transfer to MIP for increased sales tax estimate	2,225,110	
Move Transfer to Rebuild ABI (Infill Development Fund) from 2025 to 2026	(1,000,000)	1,000,000
Reallocate Transfer to MIP to Transfer to Rebuild ABI (Infill Development Fun	1,000,000	(1,000,000)
Add back 2 Immunizations positions and personnel costs		124,525
Increase General Fund's transfer to Street Maintenance Fund		722,410
Expenditures - as of 7-29-2025	366,014,742	371,450,844
Net Revenues Over (Under) Expenditures	(7,965,429)	(1,066,133)
Fund Balance Beginning	99,841,042	91,875,613
Fund Balance Ending	\$ 91,875,613	\$ 90,809,480

Ordinance & Public Hearing Final Vote on Proposed 2025-2026 Budget





Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Budget

- As part of the budget workshop on July 22, 2025, the City Council approved on first reading the 2025-2026 budget totaling \$370,603,909.
- Subsequent to the budget workshop, staff has made changes to the budget after receipt of the final certified property values from the Appraisal District and notification that grant funding for immunizations has been restored, with the state providing funding in place of the federal funds that were cut.





Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Budget

- As a result, the following changes are recommended to the budget:

	Budget as Approved	Recommended Changes	Budget as Recommended
Fund Balance Beginning	\$91,875,613	-	\$91,875,613
Total Revenues	368,754,671	1,630,040	370,384,711
Total Expenditures	370,603,909	846,935	371,450,844
Fund Balance Ending	\$90,026,375	\$783,105	\$90,809,480

- Final meeting to adopt budget
- Public hearing is required





Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Budget

Two votes will be required:

1. To approve and adopt the Fiscal Year 2025-2026 Budget at a specified amount:

“I move to approve and adopt the Fiscal Year 2025-2026 Budget of \$371,450,844 for All Operating Funds. “

2. To acknowledge and ratify the property tax increase reflected in the budget using the following statement:

“I move that this budget will raise more total property taxes than last year's budget by \$5,220,630 or 7.5%, and of that amount \$4,806,043 is tax revenue to be raised from new property added to the tax roll this year.”





Ordinance & Public Hearing Final Vote on Proposed 2025-2026 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor & Members of City Council

FROM: Marjorie Knight, Director of Finance

SUBJECT: **30. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy

GENERAL INFORMATION

During the budget workshop on July 22, 2025, the City Council approved on first reading a tax rate of \$.7506 per \$100 value consisting of \$.5837 for maintenance & operations (m&o) and \$.1669 for interest & sinking (i&s).

Since the budget workshop, the City received the final certified values from the Central Appraisal District of Taylor County. As a result, an increase in values prompted further adjustment to the tax rate. We are recommending the tax rates be adjusted as follows:

	Approved on First Reading	Recommended Change	As Recommended
Maintenance & Operations (M&O)	\$.5837	\$.0014	\$.5851
Interest & Sinking (I&S)	.1669	(.0014)	.1655
Total Tax Rate	\$.7506	-	\$.7506

The proposed tax rate of \$.7506 is an *effective increase* of 1.8%.

The individual impact to a taxpayer will vary based on whether their values increased or decreased from the prior year. The total proposed tax rate decreased from \$.7607 for 2024 to \$.7506 for 2025. This is a decrease of \$.0101 per \$100 or -\$10.10 per \$100,000.

SPECIAL CONSIDERATIONS

The motion to approve the tax rate must contain the following specific language:

"I move that the property tax rate be increased by the adoption of a tax rate of \$.7506 per \$100, which is effectively a 1.8% increase in the tax rate."

60% of the City Council must vote yes to approve (5 yes votes)

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold a public hearing and adopt on final reading the recommended tax rate for fiscal year 2025-2026.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Tax Rate 2025
2. Presentation - Ordinance 2025-2026 Tax Rate

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2025, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2025; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2025, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 22nd day of July, 2025, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2025, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-five and six one hundredths cents (75.06¢)-- on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

(a) Operations & Maintenance	\$.5851
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Debt Service Funds:

(a) 2007 Airport G.O. Series	\$.0006
(b) 2015 Refunding	.0001
(c) 2015 G.O. Series	.0007
(d) 2015 C.O. Series	.0014
(e) 2016 Refunding	.0102
(f) 2016 G.O. Series	.0185
(g) 2016 C.O. Series	.0016
(h) 2017 G.O. Refunding	.0008
(i) 2017 G.O. Series	.0108

(j)	2017 C.O. Series	.0062
(k)	2018 G.O. Series	.0037
(l)	2018A C.O. Series	.0076
(m)	2018B C.O. Series	.0012
(n)	2019 G.O. Series	.0056
(o)	2019 C.O. Series	.0093
(p)	2020 G.O. Refunding	.0206
(q)	2021A C.O. Series	.0151
(r)	2023 G.O. Series	.0059
(s)	2024 G.O. Series	.0312
(t)	2024 C.O. Series	.0063
(u)	2025 C.O. Series	<u>.0081</u>

Debt Rate	<u>\$.1655</u>
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TOTAL RATE FOR THE YEAR 2025	<u>\$.7506</u>
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PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.3 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.

PART 5: That notice for the public hearing on the 14th day of August, 2025, was given by publication in the Abilene Reporter-News on the 3rd day of August, 2025.

PART 6: That a public hearing was held on the 14th day of August, 2025, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2025.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 14th day of August, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Ordinance & Public Hearing Final Vote on Proposed 2025-2026 Tax Rate





Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Tax Rate

- As part of the budget workshop on July 22, 2025, City Council approved on first reading the 2024-25 Proposed Tax Rate of \$.7506 per \$100 consisting of \$.5837 for maintenance & operations (M&O) and \$.1669 for interest & sinking (I&S).
- Subsequently, final certified property tax values were received from the Central Appraisal District of Taylor County.

FY 2026 No-New-Revenue Tax Rate	\$.7375
FY 2026 Voter-Approval Tax Rate	\$.7943





Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Tax Rate

	FY 2025 Tax Rates	FY 2026 Tax Rate Originally Approved	Recommended Changes	FY 2026 Tax Rate as Recommended
M&O	\$.5951	\$.5837	\$.0014	\$.5851
I&S	.1656	.1669	(.0014)	.1655
Total Tax Rate	\$.7607	\$.7506	-	\$.7506



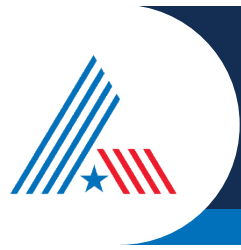


Ordinance & Public Hearing

Final Vote on Proposed 2025-2026 Tax Rate

- Final vote on the Proposed 2025-26 Tax Rates
- Motion to approve the tax rate must contain the following specific language:
“I move that the property tax rate be increased by the adoption of a tax rate of \$.7506 per \$100, which is effectively a 1.8% increase in the tax rate.”
- 60% of the Council must vote yes to adopt
(5 yes votes)





Ordinance & Public Hearing Final Vote on Proposed 2025-2026 Tax Rate

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/14/2025

TO: Honorable Mayor & Members of City Council

FROM: Marjorie Knight, Director of Finance

SUBJECT: **31. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2025-2026

GENERAL INFORMATION

As part of the budget workshop on July 21, 2025, the City Council approved on first reading the Fee Ordinance. The ordinance incorporates all City fees into one comprehensive document.

This will be the final reading and approval of the Fee Ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends City Council hold the public hearing and approve the Fee Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Fee Schedule for FY 2025-2026

2. Exhibit A Fee Schedule for FY 2025-2026

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, 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 Manager on July 3rd, 2025, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2025; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 14th, 2025, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; 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 revised as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2025.

PASSED ON FIRST READING on the 21st day of July, A.D. 2025.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
14th day of August, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current
ACCOUNTING	Duplicate release of lien	\$15.00
	Hotel/motel penalty (State Regulation)	Penalty 15%
	Interest on unpaid invoices	1.5% per month on outstanding balance
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	\$30.00
	Returned payment fee per item	\$30.00
ALARM FEES		
Alarm Fees	Commercial/business only registration (annual fee)	\$50.00
	Residential registration (annual fee)	\$20.00
False Alarm Service Fees	Failure of permit holder to respond to alarm system activation	\$100.00
	4-5 false alarm calls (per call)	\$50.00
	6-7 false alarm calls (per call)	\$75.00
	8 or more false alarm calls (per call)	\$100.00
	Failure to respond	\$100.00
ALCOHOL BEVERAGE PERMIT	(AW) Manufacturer's Agent's Warehouse Permit	\$375.00
(State Regulated)	(BB) General distributor's License	\$150.00
	(BC) Branch distributor's License	\$37.50
	(BE) Retail Dealer's On-Premise License	\$75.00
	(BF) Retail Dealer's Off Premise License	\$30.00
	(BG) Wine & Malt Beverage Retailer's Permit	\$87.50
	(BP) Brewpub License	\$250.00
	(BQ) Wine & Malt Beverage Retailer's Off-Premise Permit	\$30.00
	(BW) Brewer's License	\$750.00
	(D) Distiller's & Rectifier's Permit	\$750.00
	(G) Winery Permit	\$37.50
	(J/JD) Bonded Warehouse Permit	\$75.00
	(LP) Local Distributor's Permit	\$50.00
	(MB) Mixed Beverage Permit (Original)	no fee
	(MB) Mixed Beverage Permit (Years 2-3)	no fee
	(MB) Mixed Beverage Permit (Year 4)	\$1,125.00
	(MB) Mixed Beverage Permit (Years 5-6)	\$750.00
	(MB) Mixed Beverage Permit (Years 7+)	\$375.00
	(P) Package Store Permit	\$250.00
	(PR) Promotional Permit	\$150.00
	(Q) Wine Only Package Store Permit	\$37.50
	(S) Nonresident Seller's Permit	\$75.00
	(SD) Brewer's Self-Distribution License	\$300.00
	(W) Wholesaler's Permit	\$937.50
	(X) General Class B Wholesaler's Permit	\$150.00
	Fee not to exceed one-half of the maximum local fees set by the TABC, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec 61.36.	
AVIATION		
Parking	0 - 1/2 hour	No charge
	1/2 - 1 hour	\$5.00
	1 - 2 hours	\$6.00
	2 - 4 hours	\$7.00
	4 - 6 hours	\$8.00
	6 - 18 hours	\$10.00
	18 - 24 hours	\$12.00
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged-\$12.00.	
	Lost ticket fee (Refund or partial refund upon approval by Airport Management)	\$400.00
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended may be ticketed and/or towed.	
	Airport tenant employee parking per month	\$12.00
	That the following exemptions to paying parking fees are approved:	
	1. Disabled Veterans in the parked vehicle with "DV" license plates	
	2. Purple Heart, Prisoner of War and Medal of Honor holders in the vehicles with such designed license plates	
	3. City of Abilene Employees and Council Members traveling on City business	
	4. Airport Development Board members at the airport for Airport Development Board related business	
	5. Customers who have made purchases at the airport terminal restaurant or gift shop will receive up to two (2) hours free parking	
	6. Vendors/Individuals conducting directly related business with the Airport or terminal tenants	
	7. Individuals who, at the discretion of the Director of Transportation Services, should receive free parking due to unusual circumstances or as an airport marketing or promotional program	
Landing Fee	Non-Signatory	\$2.00/1,000 lbs.
Fuel Flowage Fee		\$.0800/gallon
Terminal Use Fee (Charter flights)		\$200.00/ turn
Security Badge Fee	New badge fee	\$15.00
	Badge renewal fee	\$12.00

Proposed if Changing

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Conference Room Advertising	Fingerprint background check	\$55.00	
	Use per day	\$50.00	
	Digital Screen Advertising		
	<i>Screens have a 3-minute advertising loop. Each advertiser receives a 30 second ad or two 15-second ads</i>		
	<i>A community or ABI ad plays after each ad loop</i>		
	<i>12 screen displays available; 5 standard size and 7 larger premium size</i>		
	<i>Rates are per screen per month</i>		
	Standard digital screen, 12 month contract	\$275/month	
	<i>Annual contract; paid quarterly or in full. Premium screen placement at no additional charge. Placement rotation option available; based upon availability. Complimentary personalized messages (limit 5/month). Complimentary ad placement for unsold screen inventory</i>		
	Standard digital screen, 6 month contract		
		\$300/month	
	<i>Semi annual contract; paid quarterly or in full. Placement rotation option available; based upon availability; Complimentary personalized messages (limit 3/month)</i>		
	Standard digital screen, 1 month contract	\$325/month	
	<i>Monthly contract; paid monthly. Select one location for placement; based upon availability</i>		
	Premium screen additional \$25/month		
	<i>Seven 85" screens in prominent locations</i>		
	Personal "Welcome" Message	\$15 per screen	
	<i>15 second spot will rotate upon requested schedule</i>		
	<i>Complimentary for active military passengers</i>		
	Entrance Revolving Doors, West	\$700/month	
	Entrance Revolving Doors, East	\$700/month	
	Vertical Banners		
	<i>6 foot tall in prominent waiting areas. Hardware is provided; banner production is additional cost of advertiser.</i>		
	<i>Hardware is provided; banner production is additional cost of advertiser</i>		
	<i>5 options; 2 in pre-security atrium, 2 in baggage claim area, & 1 in post-screening waiting area</i>		
	Vertical Banners, 12 month contract	\$250/month	
	Vertical Banners, 6 month contract	\$300/month	
	Complimentary Coffee Station Sponsor		
	<i>Located in the post-screening area as passengers wait or arrive for flight</i>		
	<i>Signage "Coffee provided by _____" for all passengers to see multiple times. Near vending machines and bathroom</i>		
	<i>ABI manages the station, pays for the coffee products, and services the area</i>		
	Complimentary Coffee Station Sponsor, 12 month contract	\$300/month	
	Complimentary Coffee Station Sponsor, 6 month contract	\$350/month	
	Weather Station Sponsor		
	<i>Located in the post-screening on digital screen that displays a weather channel</i>		
	<i>Signage "Weather provided by _____" for all passengers to see multiple times while waiting</i>		
	Weather Station Sponsor, 12 month contract	\$300/month	
	Weather Station Sponsor, 6 month contract	\$350/month	
	<i>Annual contracts; paid quarterly or in full. Digital screen ad included. Placement rotation upon request and availability. Complimentary personalized messages (limit 5/month). Complimentary additional ad placement for unsold screen inventory.</i>		
	Business Station Sponsor		
	<i>Located in the post-screening on digital screen that displays CNBC or similar channel</i>		
	<i>Signage "Business news provided by _____" for all passengers to see multiple times while waiting.</i>		
	Business Station Sponsor, 12 month contract	\$300/month	
	Business Station Sponsor, 6 month contract	\$350/month	
	<i>Annual contracts; paid quarterly or in full. Digital screen ad included. Placement rotation upon request and availability. Complimentary personalized messages (limit 5/month). Complimentary additional ad placement for unsold screen inventory.</i>		
BUILDING INSPECTION	Additional Advertising Information		
	<i>15% discount available for each additional ad purchase; applied to lowest ad price</i>		
	<i>Open to trades of products and services; especially if they can be used in the ABI</i>		
	<i>Advertising agencies receive a standard 15% discount.</i>		
	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
	Any Building Permit within the City of Abilene shall have a minimum fee of \$60 \$75.		
	Used to assess fees for new commercial, commercial add-ons and alterations, and multi-family 4 or more units.		
Building Permit Fees by Valuation	Total valuation up to \$500	minimum \$60.00	minimum \$75.00

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Building Permit Fee - Commercial	Total valuation \$501-\$2,000	\$60.00 \$75.00 for the first \$500.00 plus \$1.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	
	Total valuation \$2,001 - \$25,000	\$82.50 \$97.50 for the first \$2,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	
	Total valuation \$25,001 - \$50,000	\$243.50 \$258.50 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
	Total valuation \$50,001 - \$100,000	\$393.50 \$408.50 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
	Total valuation \$100,001 - \$500,000	\$643.50 \$658.50 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
	Total valuation \$500,001 - \$1,000,000	\$2,243.50 \$2,258.50 for the first \$500,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
	Total valuation \$1,000,001.00 and up	\$3,993.50 \$4,008.50 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
	Minimum fee	\$60.00	\$75.00
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	\$150.00	\$200.00
	Commercial demolition: multiple-story structure	\$500.00	
Building Permit Fee - Electrical	Certificate of occupancy	\$100.00	
	Certificate of occupancy- owner to clean and show	\$60.00	\$75.00
	Temporary certificate of occupancy	\$300.00	
	Extension request for temporary certificate of occupancy - per extension	\$1,000.00	
	Commercial Roofing - per roof structure	\$100.00	\$200.00
	Towers and satellite dishes	\$250.00	
	Commercial swimming pool	\$250.00	
	Minimum permit fee	\$60.00	\$75.00
	Temporary service / power pole	\$60.00	\$75.00
	Motors up to and including 5 hp	\$60.00	\$75.00
	Motors over 5 hp	\$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	\$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	\$150.00	
Building Permit Fee - Mechanical	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	\$200.00	
	Solar panel/ wind turbine installation	\$350.00	
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	\$60.00	\$75.00
	Minimum permit fee	\$60.00	\$75.00
	Type I - Grease hood system	\$75.00	
	Type II - Hood system	\$60.00	\$75.00
	Refrigerant System: up to and including 10 tons	\$65.00	\$75.00
	Refrigerant System: over 10 tons	\$85.00	
	Boilers: up to and including 100,000 BTU's	\$65.00	\$75.00
	Boilers: over 100,000 BTU's	\$85.00	
	Minimum permit fee	\$60.00	\$75.00
	Water heater	\$60.00	\$75.00
	New gas service line	\$60.00	\$75.00
Building Permit Fee - Plumbing	New replacement water/ sewer service	\$60.00	\$75.00
	Residential irrigation system	\$75.00	
	Commercial irrigation system	\$100.00	
	Sand trap, grease trap, interceptors new/replacement	\$75.00	
	Minimum fee	\$60.00	\$75.00
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	\$.35 \$.50 per square foot	
	Accessory Dwellings / Pool House	\$500 minimum \$500 flat fee	

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Plan Review - Residential	\$35.00 non-refundable	
	Single family alterations:		
	0 - 60 square feet	\$250 minimum	
	61 - 1,000 square feet	\$250 for first 60 square feet, \$.30 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	\$532 for first 1,000 square feet, \$.15 for each additional square foot up to and including 2,000	
	2,001 square feet and up	\$682 for first 2,000 square feet, \$.10 for each additional square foot	
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet, no utilities)	\$100 flat fee	
	Residential storage buildings (with utilities)	\$350 flat fee	
	Residential garage enclosures	\$150.00	
	Mobile home permit	\$150.00	
	Residential demolition	\$75.00	\$100.00
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	\$65.00	\$100.00
	Residential swimming pool: in-ground	\$180.00	
	Residential swimming pool: above ground	\$70.00	\$75.00
Fences Inspection Fee	Over 7' high	\$3.00 per \$1,000.00 of valuation, minimum \$60.00 \$75.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	\$3.00 per \$1,000.00 of valuation, minimum \$60.00 \$75.00	
Grading Permit Fees		\$250.00	
Other Inspections and Fees	Re-inspection fee	\$75.00	
	Stop work order release fee	\$200.00	
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	\$250.00	
	Special request inspection/ same day inspections	\$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool		
	Board of Appeals request for hearing	\$100.00	
	Address change fee	\$100.00	
	Temporary building/ sales trailer	\$75.00	
BUS SERVICE (CITYLINK)	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	\$1.50	
	Day pass	\$3.00	
	7-day adult pass	\$15.00	
	31-day adult pass	\$45.00	
	Youth fare (requires valid school ID)		
	One way youth fare	\$1.00	
	7-day youth pass	\$10.00	
	31-day youth pass	\$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	\$0.65	
	7-day elderly/disabled pass	\$8.00	
	31-day elderly/disabled pass	\$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	\$2.00	
	Extended service area fare	\$3.00	
	10-ride ticket book (regular service area)	\$20.00	
	10-ride ticket book (extended service area)	\$30.00	
	20-ride ticket book ADA	\$60.00	
	Evening Service		
	Work and school related trips	\$2.50	
	General trips	\$6.00	
	10-ride ticket book (CDBG/work related trips)	\$25.00	
	10-ride ticket book (general trips)	\$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	\$100.00 / hour	
	*Non-profit service organizations may qualify for a \$50 per hour rate with a \$100 minimum. CityLink will determine the qualification of the requesting organization.		
	Identification Cards		

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	\$800.00	
	Infant	\$500.00	
	Cremains	\$500.00	
Headstone Permit	Monument permit fee	\$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is \$50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	\$750.00	
	Infant	\$350.00	
	Cremains	\$350.00	
	County	\$375.00	
	County Cremains	\$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	\$1,000.00	
	Infant	\$475.00	
	Cremains	\$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	\$1,200.00	
	Infant	\$600.00	
	Cremains	\$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Thursday.		
Spaces	Adult	\$750.00	
	Infant	\$300.00	
	Cremains	\$300.00	
	New space 2nd right	\$1,200.00	
	Preowned 2nd right	\$500.00	
CODE COMPLIANCE			
Abatement	Based on actual hours worked with a minimum of \$105.00 \$120.00		
	0 up to 3 hours	\$105.00	\$120.00
	each additional full hour, not to exceed total \$500 per abatement	\$35.00	\$45.00
	Trip fee, transport load to the landfill or recycle center	\$35.00	\$45.00
	Administration fee	\$125.00	
Mowing	Contractor price		
	0 up to 15,000 sq. ft. lot	\$55.00	\$65.00
	0 up to 15,000 sq. ft. lot with house	\$60.00	\$70.00
	15,001 sq. ft. to one acre lot	\$70.00	\$80.00
	15,001 sq. ft. to one acre lot with house	\$75.00	\$85.00
	Over 1 acre for the first 2 acres each	\$75.00	\$90.00
	After 2nd acre each	\$50.00 per acre	\$60.00 per acre
	Additional fee for each mesquite laden acre or portion of	\$30.00 per acre	\$40.00 per acre
	Additional fee for each acre or portion of grass/weeds over 48" in height	\$30.00 per acre	\$40.00 per acre
	Administration fee	\$125.00	
Securement	Based on size of opening to be secured		
	Opening 4'x4' or less (one half sheet of material)	\$75.00	\$85.00
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	\$105.00	\$110.00
	Administration fee	\$125.00	
DVD COPY REQUEST	DVD (each)	\$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING			
	Drilling permit: Per permit	\$440.00	
	Driveway approach (each)	\$35.00	
	Re-inspection (per inspector)	\$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then \$.06 for each L. F. thereafter	\$35.00	
	Floodplain development permit	\$150.00	
	Drainage plan review: Per review	\$25.00	
	Floodplain insurance determination	\$12.00	
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$15.00 per hour, plus the cost of reproduction and/or materials.	\$.10 per page	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
FESTIVAL GARDENS	Maximum seating is 160. A \$50.00 damage deposit is payable when the key is picked up. Admin/User Fee: \$5.00		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$150.00	
	Full Day (8:00AM - 11:00PM)	\$250.00	
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$175.00	
	Full Day (8:00AM - 11:00PM)	\$300.00	
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$300.00	
	Full Day (8:00AM - 11:00PM)	\$500.00	
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	\$30.00	
	6,001 - 12,000 sq. ft.	\$50.00	
	12,001 - 24,000 sq. ft.	\$100.00	
	Over 24,000 sq. ft.	\$200.00	
Operational Permits	Operational Permits:	\$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		
	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		
Construction Permits	Permit	\$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	\$50.00	
	Permanent structures 5,000 sq. ft. or less	\$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	\$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	\$150.00	
	Permanent structures Over 24,000 sq. ft.	\$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	\$22.00	
	Birth certificate per copy (includes \$10 search fee)	\$23.00	
	Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Birth record search fee (regardless of whether a certified copy is issued or not)	\$10.00	
	Death certificate first copy (includes \$10 search fee)	\$21.00	
	Death certificate additional copies (if ordered with initial copy)	\$4.00	
	Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Death record search fee (regardless of whether a certified copy is issued or not)	\$10.00	
	Chest x-ray	\$50.00	
	I-693 Medical Examination (required to apply for citizenship)	\$225.00	
	Lab draw fee	\$12.00	
	TB skin test	\$25.00	
	HEP C	actual cost +20%	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>
Testing	Lab charges are based on cost plus 20% and are subject to change when reference lab changes their costs. There is a minimum of \$5.00 on each item.	
	Pregnancy (urine)	actual cost +20%
	Pregnancy (serum)	actual cost +20%
	Albumin	actual cost +20%
	Alk. Phosphatase	actual cost +20%
	ALT (SGPT)	actual cost +20%
	AST (SGOT)	actual cost +20%
	BMP	actual cost +20%
	BUN	actual cost +20%
	Calcium	actual cost +20%
	CBC w/Diff	actual cost +20%
	CBC w/o Diff	actual cost +20%
	Cholesterol	actual cost +20%
	CMP	actual cost +20%
	Creatinine	actual cost +20%
	Electrolyte Profile	actual cost +20%
	Glucose	actual cost +20%
	HDL	actual cost +20%
	Hematocrit & Hemoglobin	actual cost +20%
	POC Hemoglobin	actual cost +20%
	Lipid Panel	actual cost +20%
	Liver	actual cost +20%
	Occult Blood	actual cost +20%
	Rabies (animal head shipment to Austin)	actual cost +20%
	Sed Rate	actual cost +20%
	Total Protein	actual cost +20%
	Triglyceride	actual cost +20%
	Urinalysis (Micro)	actual cost +20%
	1, 25 Dihydroxy Vit D	actual cost +20%
	25 Hydroxy Vit D	actual cost +20%
	ABO Group & RH Type	actual cost +20%
	AFP (Maternal serum)	actual cost +20%
	AFP (Tumor Marker)	actual cost +20%
	Aldolase	actual cost +20%
	Alk Phos Isoenzyme/Fractionated	actual cost +20%
	Amylase	actual cost +20%
	ANA w/RFX	actual cost +20%
	Bilirubin, Direct	actual cost +20%
	Bilirubin, Total	actual cost +20%
	Cancer Antigen 125	actual cost +20%
	Carbamaazine/Tegretol-trough	actual cost +20%
	CEA	actual cost +20%
	Ck/CPK, Total	actual cost +20%
	Cortisol, Total	actual cost +20%
	CRP	actual cost +20%
	DHEA	actual cost +20%
	DHEA-Sulfate	actual cost +20%
	Digoxin	actual cost +20%
	Dilantin/Phentoin "PTN"	actual cost +20%
	Direct LDL	actual cost +20%
	Drug Abuse Screen (Serum)	actual cost +20%
	Drug Abuse Screen (Urine)	actual cost +20%
	EBV Panel	actual cost +20%
	Estradiol	actual cost +20%
	Estrogen, Total	actual cost +20%
	Factor V "Leiden" Mutation	actual cost +20%
	Ferritin	actual cost +20%
	Folate, Serum	actual cost +20%
	FSH	actual cost +20%
	FSH & LH	actual cost +20%
	GGT	actual cost +20%
	H. Pylori Antigen-Stool	actual cost +20%
	HBV DNA, PCR Quant.	actual cost +20%
	HCG Serum QN	actual cost +20%
	Hemoglobin A1C w/MPG	actual cost +20%
	Hemoglobin Electrophoresis (See sickle)	actual cost +20%
	Hep A Ab Total	actual cost +20%
	Hep A IGM Ab	actual cost +20%
	Hep ABC	actual cost +20%
	Hep B AB Quant.	actual cost +20%
	Hep B Core IGM A	actual cost +20%
	Hep B Surface Ab (Titer)	actual cost +20%
	Hep B Surface Ag w/Conf	actual cost +20%
	Hep C Ab (HCV)	actual cost +20%

Proposed if Changing

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	Hep C RNA by PCR (Quantitative Viral Load)	actual cost +20%	
	HIV 1/2 Refl WB	actual cost +20%	
	Homocysteine	actual cost +20%	
	HSV 1/2	actual cost +20%	
	Insulin Total	actual cost +20%	
	Iron	actual cost +20%	
	Iron, Total & IBC	actual cost +20%	
	Iron, Total & IBC, Ferritin	actual cost +20%	
	LDL Direct	actual cost +20%	
	Lead	actual cost +20%	
	LH	actual cost +20%	
	Lipase	actual cost +20%	
	Lithium	actual cost +20%	
	Lupus Anticoag	actual cost +20%	
	Lyme Total AB rflx IgG, Igm, by IB	actual cost +20%	
	Magnesium	actual cost +20%	
	MMR Titer	actual cost +20%	
	Mono Spot/Heterophile Mono	actual cost +20%	
	Mumps Virus IGG, EIA	actual cost +20%	
	OB Profile	actual cost +20%	
	Phenobarbital Level-trough	actual cost +20%	
	Phosphate as Phosphorus	actual cost +20%	
	Pro Time w/INR	actual cost +20%	
	Progesterone	actual cost +20%	
	Prolactin	actual cost +20%	
	Prostate Specific Ag (PSA)	actual cost +20%	
	Protein C Ag	actual cost +20%	
	PSA F&T	actual cost +20%	
	PTH, Intact & Calcium	actual cost +20%	
	PTT Activated	actual cost +20%	
	Quantiferon TB Gold Plus	actual cost +20%	
	Renal Funcion Panel	actual cost +20%	
	Reticulocyte Count	actual cost +20%	
	Rheumatoid Factor (RA)	actual cost +20%	
	Rubella IGG Ab	actual cost +20%	
	Sickle Cell Screen	actual cost +20%	
	T. Pallidum total AB w/ reflex	actual cost +20%	
	T-3 Free	actual cost +20%	
	T-3 Uptake	actual cost +20%	
	T-4 (Thyroxine) Total	actual cost +20%	
	T-4 Free	actual cost +20%	
	T-4 Free and TSH	actual cost +20%	
	Testosterone (Free and Total) w/ SHBG	actual cost +20%	
	Testosterone, Total	actual cost +20%	
	TSH	actual cost +20%	
	Uric Acid	actual cost +20%	
	Urine culture	actual cost +20%	
	Varicella (VCV) IGG Ab	actual cost +20%	
	Vitamin A	actual cost +20%	
	Vitamin B1	actual cost +20%	
	Vitamin B12	actual cost +20%	
	Water (bacteriological)	actual cost +20%	
	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
Vaccinations (Shots)	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
		Private Pay	
	DT	actual cost +10%	
	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	
	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Vaccines for Children Program	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
Adult Safety Net Program	MISC INJECTIONS	actual cost +10%	
	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
Mercy Clinic Fees	Administration fee per child	\$13.00	
	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
Mercy Clinic Fees	Administration fee per vaccine	\$20.00	
	Well Woman Exam (WWE/NP Exam)	\$100.00	\$120.00
Mercy Clinic Fees	STD Visit	\$25.00	
	Nurse Visit	\$15.00	
Mercy Clinic Fees	Routine Office Visit	\$35.00	\$40.00
	Complex Office Visit	\$70.00	\$80.00
Mercy Clinic Fees	UA	\$15.00	
	Urine Pregnancy Test	\$10.00	
Mercy Clinic Fees	Serum Pregnancy Test	\$20.00	
	Wet Mount	\$10.00	
Mercy Clinic Fees	Birth control pills (per pack)	\$10.00	
	Depo provera shot	\$50.00	
Mercy Clinic Fees	IUD	actual cost +10%	
	Nexplanon	actual cost +10%	
Mercy Clinic Fees	Nexplanon / IUD Insertion	\$125.00	
	Nexplanon / IUD Removal	\$125.00	
Mercy Clinic Fees	Nuvaring (box of 3)	actual cost +10%	
	Patches (box of 3)	actual cost +10%	
Mercy Clinic Fees	Testing:		
	Urine Culture	actual cost +20%	
Mercy Clinic Fees	Prolactin	actual cost +20%	
	HSV 1 & 2	actual cost +20%	
Mercy Clinic Fees	TSH	actual cost +20%	
	TSH reflex to free T4	actual cost +20%	
Environmental Health			
	Daycare inspection fee	\$100.00	
Environmental Health	Environmental Health plan review fee	\$100.00	
	Environmental Health preliminary inspection fee	\$50.00	
Food Inspection & Permit	Temporary food permit and/or inspection	\$75.00	
	Food permits 4 times a year	\$350.00	
Food Inspection & Permit	Food permits 3 times a year	\$275.00	
	Food permits 2 times a year (and multi-seasonal)	\$200.00	
Food Inspection & Permit	Food permit 1 time a year	\$75.00	
	Food permit 1 time a year (temporary, non-profit, ball parks)	\$75.00	
Food Inspection & Permit	Food permit 1 time a year (seasonal) - snow cone 9-month option	\$100.00	
	Re-inspection fee for food establishment permit	\$75.00	
Food Inspection & Permit	Step-increase of \$50 for subsequent re-inspections		
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	\$50.00	
Food Inspection & Permit	Late permit fee, if paid after January 31 - (in addition to permit fee)	\$100.00	
	Mobile food truck/trailer permit	\$200.00	
Food Inspection & Permit	Late temporary food permit (express processing)	\$50.00	
	Catering add-on to annual permit (waives requirement to submit Temp Event App/Fee for each occurrence)	\$200.00	
Swimming Pool/Spa	Express permit inspection (less than 48 hours notice)	\$50.00	
	Swimming Pool/Spa/Interactive Water Feature permit	\$240.00	
Swimming Pool/Spa	Re-inspection fee for Swimming Pool/Spa/Interactive Water Feature permit	\$50.00	
	Step-increase of \$50 for subsequent re-inspections		
Swimming Pool/Spa	Express permit inspection (less than 48 hours notice)	\$50.00	
	Application fee - assessed for new & variance permits	\$100.00	
Dog and Cat Permits	Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)	\$8.00	
	Duplicate registration tag	\$8.00	
Dog and Cat Permits	Dangerous Dog permit, Annual	\$50.00	
JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
	1st offense of failure to abate each junked vehicle in authorized time limit	\$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	\$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	\$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	\$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	\$30.00	
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	\$1.00	
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a \$5.00 processing fee	
	Black and white copies per page	\$0.15	
	Color copies per page	\$0.45	
	Flash drives	\$5.00	
	Sewing machine needle replacement	\$0.50	
	3D Printing fee per gram (\$1.00 minimum charge)	\$0.15	
Rental	For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird, South public meeting rooms - rental fees for the rooms are per hour or any part of an hour.	\$25.00	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	\$25.00	
	<i>*technology fee applies to both profit and nonprofit groups</i>		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
Green Fees	Green fees: weekday (Does not include holidays that fall on weekdays)		
	Walking	\$20.00	
	Riding	\$34.50	
	Junior/senior walking	\$14.40	
	Junior/senior riding	\$28.99	
	Green fees: weekend		
	Walking	\$26.86	
	Riding	\$41.35	
	Junior/senior walking	\$20.00	
	Junior/senior riding	\$34.50	
	Twilight: weekday (Times Vary)		
	no cart	\$17.00	
	with cart	\$27.00	
	Twilight: weekend (Times Vary)		
	no cart	\$21.20	
	with cart	\$31.20	
	Additional fee applies to rates above if playing alone:		
	Single rider fee - through Twilight	\$5.00	
	Trail fee	\$10.00	
	Tournament Prices: weekday	\$33.00	
	Tournament Prices: weekend / holiday	\$38.50	
Memberships	Single Annual Membership:		
	with Trail fee	\$2,524.67	
	with Cart	\$2,621.31	
	Couple's Annual Membership:		
	with Trail fee	\$3,338.13	
	with Cart	\$3,877.50	
	Senior Single Annual Membership:		
	Senior w/ cart (5 days/week)	\$1,855.78	
	Senior w/ cart (7 days/week)	\$2,214.28	
	Senior w/ trail (5 days/week)	\$1,528.90	
	Senior w/ trail (7 days/week)	\$2,117.89	
	Senior Couple's Annual Membership:		
	with Trail (5 days/week)	\$1,959.68	
	with Trail (7days/week)	\$2,727.95	
	with Cart (5 days/week)	\$2,783.64	
	with Cart (7 days/week)	\$3,321.40	
	Additional single rider fee if playing alone	\$5.00	
Driving Range	Driving range - large basket	\$12.00	
	Driving range - medium basket	\$8.00	
	Driving range - small basket	\$4.00	
	Junior Summer Pass (includes range and golf)	\$310.68	

Schedule of Fees and Charges

Fee/Permit		Item/Cost	Current	Proposed if Changing
		Lessons	Set by the instructor	
MUNICIPAL COURT		Child Safety Fund Fee - assessed on parking violations	\$5.00	
		Local Consolidated Fee	\$14.00	
		In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations.		
		Court Cost for Defensive Driving:		
		Regular citation	\$144.00	
		Offense in school zone	\$169.00	
		Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	\$50.00	
		Filing fee for appeal of determination of hearing officer regarding parking violation	\$5.00	
	Teen Court Fee	Administrative court fee	\$20.00	
	PARKS AND RECREATION	City employee staffing fee to work special events / tournaments	\$25.00 / hour per person	
	Parks	Athletic field line painting (football, soccer, rugby):		
		Initial setup / layout (no paint) - per field	\$200.00	
		Line painting - per field	\$125.00	
		Ball Field Lights (for all field light usage other than official league games)	\$20.00/hour per field	
		Facility use charge:		
		Residents - per player, per season	\$20.00	
		Non-residents - per player, per season	\$25.00	
		Select Team Player - per year	\$25.00	
		Bounce House in the Park	\$25.00	
		Park Pavilions per four (4) hour time slot	\$25.00	
		Overnight camping fee	\$22.00 / night	
		Minter Park Water Curtain:		
		Pre-programmed / pre-approved name, phrase, or design	\$25.00 / hour	
		Pre-programmed / pre-approved name, phrase, or design	\$100.00 / day	
		Special event live programming by City employee	\$50.00 / hour	
		Pro/Semi pro field use per game/use	\$250.00	
		Rose Park Amphitheater per day	\$50.00	
		Trash bags if purchased from the City per case	\$65.00	
		Vendors in the Park	\$30-\$50/event/day	
		Use of electrical outlets in parks	\$20 per event per day	
		Tournament fee: Per team / per tournament	\$25.00	
Aquatics / Adventure Cove		All Adventure Cove fees are subject to sales tax.		
		Adventure Cove: 2 and under	No Charge	
		Adventure Cove: Child less than 48" tall	\$6.00	\$7.00
		Adventure Cove: Child / adolescent 48" tall	\$8.00	\$9.00
		Adventure Cove: Adult	\$9.00	\$10.00
		Adventure Cove: Doggie splash day - per dog	\$3.00	
		Adventure Cove: Seasonal Memberships		
		Family of 4 Seasonal Membership	\$250.00	
		Per-person add on fee for Family of 4	\$20.00	
		Single Seasonal Membership	\$65.00	
		Shallow Water Lifeguard Course - per person	\$135.00	
		Swimming lessons: 2 week session	\$45.00	
		Adventure Cove Pavilion & Facility Rentals:		
		2 hour rental	\$250.00	\$300.00
		After-hours rental: 2 hours	\$750.00	\$800.00
		After-hours rental: each additional hour	\$350.00	
		Adventure Cove: Lifeguard re-certification fee	\$75.00	
Recreation		Special events admission fee	up to \$50.00	
		Daddy daughter date night per person	\$15.00	
		Mother/Son date night per person	\$15.00	
		Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63. A \$100.00 damage deposit is required. Admin/user fee \$5.00		
			Private Non fundraising	
		9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$150.00	
		9:00 AM - 12:00 AM per activity	\$250.00	
			Non Profit fundraising	
		9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$175.00	
		9:00 AM - 12:00 AM per activity	\$300.00	
			Commercial fundraising	
		9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$300.00	
		9:00 AM - 12:00 AM per activity	\$500.00	
		Recreation Center: Rates are hourly. A \$100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: \$5.00		
		Private, non-fundraising per hour	\$35.00	
		Non-profit, fundraising per hour	\$45.00	
		Commercial, fundraising per hour	\$60.00	
Tennis		Tennis center: juniors membership fee annual	\$75.00	
		Tennis center: adults membership fee annual	\$100.00	
		Tennis center: family membership fee annual	\$150.00	
		Tennis center court fee	No Charge	

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
Senior Services	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	\$3.00/person	
	Tennis center ball machine hourly rate non member	\$10.00-\$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	\$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	\$15.00	
	Tennis center ball machine - Yearly registration	\$100.00	
	Tennis tournament fee	\$15-\$50	
	Senior Services activity rental: a \$100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	\$300.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	\$300.00	
	Senior meal fee: age 60 and over pre-qualified reduced	\$1.00	
	Senior meal fee: age 60 and over	\$3.00	
	Senior meal fee: under the age of 60	\$4.50	
	Senior dances admission fee	\$6.00	
	Senior special events admission fee	up to \$45.00	
	Senior talent show admission fee	\$5.00	
	Senior Thursday night weekly dance	\$5.00	
	Special events may be added upon approval of the City Manager or his designee		
PLANNING	Board of Adjustment Filing/Application Fees	\$400.00	
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	\$.10 per page	
Subdivision	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	\$15.00 per hour, plus the cost of reproduction and/or materials.	
	Preliminary development plan	No Charge	
	Plat, preliminary (applicant will also be responsible for actual filing costs)	\$350.00*	
	Plat, final (applicant will also be responsible for actual filing costs)	\$350.00*	
	Plat, minor (applicant will also be responsible for actual filing costs)	\$350.00*	
	Plat, replat (applicant will also be responsible for actual filing costs)	\$350.00*	
	Easement release	\$400.00	
	Thoroughfare abandonment (based on land value)	\$1,500.00**	
	*Plat fees are \$350.00 for the first 4 lots, plus \$15.00 per lot thereafter (maximum review fee of \$2,500)		
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.		
	Street name change (applicant also responsible for notification costs)	\$800.00	
	Proportionality appeal	\$500.00	
	Sidewalk waiver or deviation (plat)	\$250.00	
	Sidewalk deferral agreement	\$100.00	
Signs	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	\$100.00	
	If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.		
	Sign permit - billboard (based on sign value)	\$ 500.00*	
	Sign permit - non-billboard (based on sign value)	\$ 200.00*	
	Sign permit - portable	\$50.00	
Other	*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater		
	Itinerant business permit	\$100.00	
	Misc. other permit/application	\$100.00	
POLICE			
Other	Fingerprinting services	\$10.00	
	Accident reports	\$6.00	
	Trailer inspection fee	\$40.00	
Records	Admin fee to gather info (if more than 50 pages) per hour	\$15.00	
	Arrest report per page	\$0.10	
	Certified report	\$1.00	
	CD case	\$0.50	
	Clearance letter per letter	\$5.00	
	DVD	\$3.00	
	Non-rewriteable CD (CD-R)	\$1.00	

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
Vehicle Impoundment Fees (Set by State Law Occupations Code)	Overhead charge	20% of labor charge	
	Police reports per page	\$0.10	
	Daily storage fee	\$20.00	
	Daily tax	\$1.65	
	Towing charge	Varies by vehicle	
Animal Outreach	Commercial breeding permit (2 year)	\$150.00	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	\$4.00	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	
	Disposal of small animals for Clinics dropped off at Animal Services	No charge	
	Disposal of livestock animals	\$100.00	
PUBLIC INFORMATION REQUEST	Pursuant to the Public Information Act, Tex. Gov't Code Chapter 552.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds \$40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds \$40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		
(State Regulated)	The basic charge for copies of public information is currently \$.10 per page, \$3.00 per DVD, and \$1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of \$15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		
PUBLIC RIGHT-OF-WAYS			
Franchise Fees	Cable Television:		
	Initial franchise application and review fee	\$5,000.00	
	Franchise renewal application and review fee	\$1,000.00	
	Cable Television Franchise Fee	5% of grantee's gross revenues	
	Electric	.001116¢ per kilowatt-hour of services delivered	
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		
	Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
	Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
	Telecommunications	set by the Public Utility Commission of Texas	
	Underground Encroachments:		
	Franchise fee for subsurface structure under public property	\$.02 per cubic foot / annual	
	Sidewalk elevator or lift	\$100 / annual	
Wireless Communication Network Nodes (State Regulated)	Permits for use of public right-of-way:		
	Application fee - \$500 deposit per application covering up to 5 network nodes, \$250 deposit for each additional network node, and \$1,000 deposit per pole.	Actual cost to process	
	*A \$500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
	Public Right-of-Way rates:		
	Use of public right-of-way (per installed network node)	\$250 / annual	
	Transport facilities charge (monthly rate per connected network node)*	\$28 / month	
	*charge is in addition to the annual use of public right-of-way charge		
	Collocation of network nodes on service poles (per service pole)	\$20 / annual	
PUBLIC WORKS			
	Recyclable hauling permit fee, per vehicle or trailer	\$50.00	
RECYCLING	Sales tax is extra on services		
Mulch	Mulch self loaded by resident	No Charge	
	Loaded by City staff (per yard)	\$4.62	
	30 yards (per yd.)	\$4.62	
	Delivery charge	\$220.00	
Regrind Mulch	Sales tax is extra on services		
	Prices are per yard.		
	Mulch self loaded by resident 1 yard or less	No Charge	
	30 yds.		
	Premium \$6.47/yd	\$6.47 / yard	
	Delivery charge	\$220.00	
Cardboard Collection Services	Sales tax is extra on services		
	Cardboard recycling 8 yard container:		
	One a week collection per month	\$67.50	
	Two a week collection per month	\$105.00	

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing	
Freon Units/Other Appliances	Three a week collection per month	\$142.50		
	Each additional collection at same site	\$37.50		
	Recycle 40 yard Cardboard monthly	\$954.00		
	Each additional collection at same site	\$220.00		
	No tax			
	Residential Freon unit - 1st unit	No Charge		
	Residential Freon unit - 2nd unit	\$5.00		
	Commercial Freon unit	\$5.00		
	Commercial other appliances	\$2.50		
	Tires	No sales tax		
Rim size				
13" - 14" (no rims accepted)		\$1.00		
15" - 20" (no rims accepted)		\$2.00		
Truck (no rims accepted)		\$5.00		
Farm (no rims accepted)		\$10.00		
Other	Per Delivery to Recycler	\$220.00		
	Brush Center Commercial Fee	\$30.00 per load		
ROAD HUMPS	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	\$100.00		
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:			
	Initial permit (24 months)	\$1,500.00		
	Renewal permit fee (12 months)	\$750.00		
SOLICITATION PERMIT	Application permit fee (30 days)	\$50.00		
	For each additional solicitor/worker	\$30.00		
	Yearly application fee (local business only)	\$100.00		
	Yearly fee for each additional solicitor/worker	\$30.00		
SOLID WASTE	Sales tax is extra on services			
Residential	Environmental charge per month all accounts	\$3.50		
	Regular collection services monthly charge	\$24.00		
Commercial	Minimum charge of \$22.50 per month for Commercial accounts	\$22.50		
Commercial Sideloader (emptied 2 times per week)	90 gallon	\$30.00		
	300 gallon	\$65.00		
Frontloader Services	300 gallon shared by 2 com. Each	\$32.50		
	Two times per week collection:			
Frontloader Services	2 yard container per month	\$63.00		
	3 yard container per month	\$83.00		
	4 yard container per month	\$103.00		
	6 yard container per month	\$130.00		
	8 yard container per month	\$166.00		
	Frontload compactor subject to per cubic yard rate of \$2.95 per cubic yard			
	4 times per week collection:			
	2 yard container per month	\$118.00		
	3 yard container per month	\$159.00		
	4 yard container per month	\$199.00		
	6 yard container per month	\$271.00		
	8 yard container per month	\$346.00		
	Frontload compactor subject to per cubic vard rate of \$2.95 per cubic vard			
	Extra Collections	2, 3 or 4 yard container	\$40.00	
		6 or 8 yard container	\$50.00	
	Stationary Compactor Service	Frontload compactor subject to per cubic vard rate of \$2.95 per cubic vard		
Privately-Owned				
Collections per week	20 yd.	30 Yd.	40 Yd.	
	\$1182.00	\$1462.00	\$1739.00	
	2364.00	2924.00	3478.00	
	3546.00	4386.00	5217.00	
	4728.00	5848.00	6956.00	
Other Monthly	30 Yd. Compactor with Turn Charge - 1 collection per week	\$1,822.72		
	34 Yd. Compactor with Turn Charge - 1 collection per week	\$2,115.61		
	10 Yd. Compactor with Turn Charge - 1 collection per week	\$690.00		
	10 Yd. Compactor - 1 collection per week	\$617.00		
Extra Collections / On Call Service	20 yard compactor	\$303.00		
	30 yard compactor	\$374.00		
	40 yard compactor	\$447.00		
	10 Yd. Compactor	\$152.00		
	10 Yd. Compactor with Turn Charge	\$221.00		
Compactors for Recycle Only	Privately-Owned Unit			
	Per Delivery to Recycler	\$220.00		
Turning Charge	Per Collection	\$66.00		
Roll-Off Open Scheduled	Per Week	20 yd.	30yd	40 yd.
	1	\$1128.00	\$1402.00	\$1674.00
	2	2256.00	2804.00	3348.00
	3	3384.00	4206.00	5022.00

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
Roll-Off Open Non Scheduled			
	Container Size	Per Collection	
	20 yard	\$300.00	
	30 yard	\$370.00	
	40 yard	\$440.00	
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard \$73.00 \$4.00 \$242 haul+\$32.00 per ton		
Open Top Containers	Permanent per month	\$184.00	
Brush and Bulky	Knuckle boom truck - city crew loading service per hour	\$78.00	
	Rear loader truck - city crew loading per hour	\$48.00	
Container Exchange/Refurbishment	100 or 300 gallon	\$37.50	
	2 yard	\$53.50	
	3 yard	\$64.50	
	4 yard	\$84.50	
	6 yard	\$102.50	
	8 yard	\$121.50	
Special Event Service	90 gallon per cart per dump	\$5.00	
	4 cubic yard per container per dump	\$40.00	
	8 cubic yard per container per dump	\$50.00	
	20 cubic yard per container per dump	\$314.00	
	30 cubic yard per container per dump	\$387.00	
	40 cubic yard per container per dump	\$461.00	
	Flatbed truck per load	\$78.00	
Other	Wash container	\$68.00	
<u>SPECIAL EVENT AND STREET USE LICENSE</u>			
	Special Event Application fee	\$100.00	
	Single Day Local: no control over the street; pre-approved route; not in Downtown	\$25.00	
	Single Day: less than 10 hours in duration; requiring control of local/minor streets; in Downtown Area	\$50.00	
	Multiday: multiple day event or major impact; requiring control streets; in Downtown Area	\$100.00	
	Downtown Parades: closed streets, approved route in the Downtown Area	\$200.00	
	Outside of Downtown Street Use License: any other private use upon any public street, alley, sidewalk, or public way	\$100.00	
	Fireworks/Pyrotechnics/Specialized Equipment	\$300.00	
	Street Sweeping	\$225.00	
	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
<u>STORMWATER SERVICES</u>	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 <= 1,280 square feet	\$3.00	\$3.12
	Tier 2 1,281 to 2,880 square feet	\$4.00	\$4.16
	Tier 3 2,881 - 3,500	\$4.75	\$4.94
	Tier 4 > 3,500 square feet	\$5.75	\$5.98
	COMMERCIAL		
	minimum rate	\$7.50	
	per square foot	\$0.00080	\$0.000832
	maximum rate	\$73.00	
	Environmental Charge - Stormwater	\$1.50	
<u>STREETS</u>	Estimate fee	\$25.00	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
Street or Alley Excavations	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.	Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill &	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
Street Maintenance Fee	Residential - monthly charge		
	R1 Single Family Residence	\$8.75 per non-irrigation meter	
	MF Multifamily	\$8.00 per dwelling unit	

Schedule of Fees and Charges

Fee/Permit	Item/Cost	Current	Proposed if Changing
	LM1 Low-Moderate Income	\$1.75 per non-irrigation meter	
	<i>Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to-Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.</i>		
	Commercial - monthly charge		
	C1 Base Trip Rate 0.00 to 4.99	\$45.00	
	C2 Base Trip Rate 5.00 to 14.99	\$55.00	
	C3 Base Trip Rate 15.00 to 49.99	\$65.00	
	C4 Base Trip Rate 50.00 to 199.99	\$75.00	
	C5 Base Trip Rate 200.00 to 999.99	\$85.00	
	C6 Base Trip Rate 1,000 or greater	\$95.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	\$100.00	
	Vehicle permit (Per Vehicle)	\$25.00	
	Driver permit (Per Driver)	\$25.00	
	Replacement Fee	\$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
Parking	*Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	\$6.00	
	Exceeding posted time limit, second offense within 30-day period	\$26.00	
	Exceeding posted time limit, third offense within 30-day period	\$51.00	
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	\$101.00	
	Parking in a school zone, first offense	\$26.00	
	Parking in a school zone, second offense	\$51.00	
	Parking in a school zone, third offense	\$76.00	
	Parking in a red zone	\$144.00	
	All other parking violations	\$21.00	
	<i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>		
	Boot fee	\$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	\$3.00	
	Parking lot lease: Each space, per month varies by lot	\$10.00 to \$20.00	
Downtown Parking	Downtown parking stamps per sheet	\$10.00	
Paid Parking Program	Fee for 0 - 1 hour 59 minutes	\$0.00	
	Fee for 2 - 3 hours 59 minutes	\$5.00	
	Fee for 4 - 5 hours 59 minutes	\$9.00	
	Fee for 6 - 8 hours 59 minutes	\$13.00	
	Fee for 9 or more hours	\$20.00	
	Daily rate	\$20.00	
Resident Only Parking Program	Application fee	\$50.00	
	Installation of Resident Parking Only sign, each	\$200.00	
	Resident Only Parking Permit, each	\$5.00	
	Guest pass, each	\$5.00	
	Replacement Parking Permit	\$5.00	
Tree Trimming	Administrative fee	\$250.00	
Housing Moving Permit	House moving permit	\$200.00	
	If passing under a traffic control device per permit	add \$50.00	
	If a traffic control device must be moved	add \$150.00	
	After hours and Saturdays	add \$160.00	
	Rescheduling Fee	\$100.00	
	Failure to procure permit	\$500.00	
	No moving permits granted for Sundays		
WATER			
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
Water	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	First 6,000 gallons per thousand gallons	\$4.15	\$4.50
	7,000 - 15,000 gallons per thousand gallons	\$7.10	\$7.70
	Over 15,000 gallons per thousand gallons	\$9.95	\$10.80
	Outside of City limits, double above rates for water consumption		

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Sewer			
	Customer Service Charge	\$16.00 minimum	
	First 10,000 gallons per thousand gallons	\$3.40	\$3.95
	Over 10,000 gallons	No additional charge	
Environmental	All Accounts per account	\$5.00	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$3.50 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	All consumption per thousand gallons	\$7.10	\$7.70
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	\$16.00 minimum	
	All use per thousand gallons	\$3.40	\$3.95
Environmental	All Accounts per account	\$5.00	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$3.50 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	All consumption per thousand gallons	\$5.85	\$6.35
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	\$16.00 minimum	
	All use per thousand gallons	\$3.40	\$3.95
Surcharge Rate:	B.O.D. per pound	\$0.091	
	T.S.S. per pound	\$0.067	
	F.O.G. per pound	\$0.091	
Wholesale Water (Contract)	All consumption per thousand gallons	\$8.45	\$9.15
Environmental	All Accounts per account	\$5.00	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$3.50 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and ninety cents (\$2.90). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	\$2.00 per inch in diameter of service connection		
Water Bill	Set up fee	\$60.00	
Construction Water	Construction Water all use per thousand gallons	\$8.65	\$9.35
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	\$8.65	\$9.35
	Outside of City limits, double above rates for water consumption.		
Raw Water	Retail raw water per thousand gallons	\$0.79	
	Outside of City limits, double above rate for water consumption.		
	Additional rates may apply for Enhanced System (\$0.56) and/or Alternate Supplies (\$2.96)		
Reuse Water (Type 1 Reclaimed Effluent)	Retail reuse water per thousand gallons	\$0.52	
	Outside of City limits, double above rate for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	\$2.25	
	Installed after June 30, 1981 per frontage foot	\$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	\$3.25	
	Installed after June 30, 1981 per frontage foot	\$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	\$500.00	
	1 inch	\$550.00	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Service Charges	1-1/2 inch	\$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	\$20.00	
	1 inch	\$40.00	
	1-1/2 inch	\$100.00	
	New service	\$50.00	
	Transfer service	\$50.00	
	Temporary service	\$50.00	
	Delinquent on	\$50.00	
	Illegal consumption	\$100.00	
	Re-read meter	\$50.00	
	Return payment charge (per account)	\$30.00	
Deposits	Meter test	\$50.00	
	Deposits may be required based on payment history and/or credit worthiness		
Meter Tampering / Damage Fee	Required for a construction meter loaned to account holder (credited upon return)	\$250.00	
	First offense, within 2-year period	warning, no charge	
	Second offense, within 2-year period	\$200.00	
Water Analysis Fees	Third offense, within 2-year period	\$400.00	
	Total by titration Alk(T)	\$12.00	
	Carbonate/bicarbonate by titration Alk (C)	\$12.00	
	Nitrogen (NH ₃ -N) (by ISE)	\$14.00	
	Nitrogen (NH ₃ -N) (Distilled)	\$44.00	
	Anion Scan by EPA 300.0A, Includes:		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO ₂ -N),	\$90.00	
	Nitrite (NO ₃ -N), Bromide (Br-),		
	Ortho-Phosphate (PO ₄ -P)(O), and Sulfate (SO ₄ ²⁻)		
	E Coli	\$30.00	
	Enterococci (Enteros)	\$42.00	
	Fecal Coliform (FC)	\$18.00	
	Fecal Sludge	\$60.00	
	Fecal Strep(FS)	\$30.00	
	Heterotrophic Plate Count (HPC)	\$18.00	
	Legionella pneumophila by Legiolert	\$75.00	
	Micro Exam	\$90.00	
	Total Coliform (TC)	\$20.00	
	Total Coliform/E Coli by SM9223B	\$24.00	
	Bromate	\$70.00	
	Biochemical Oxygen Demand (BOD)	\$32.00	
	Bromide (Br-)	\$30.00	
	Carbonaceous Biochemical Oxygen Demand (CBOD)	\$32.00	
	Calcium Carbonate Saturation Index (CCPP)	\$80.00	
	Caustic (Sodium Hydroxide) %	\$18.00	
	Chlorine Demand (demand)	\$120.00	
	Chlorate	\$55.00	
	Chlorine Residual by Titration (Cl ₂)	\$18.00	
	by Amperometric Titration (Cl ₂)	\$18.00	
	Chloride (Cl-) by Titration	\$18.00	
	Chloride(Cl-) by Ion Chromatograph	\$30.00	
	Chlorite	\$55.00	
	Chemical Oxygen Demand (COD)	\$35.00	
	Conductivity (Cond)	\$12.00	
	True Color	\$50.00	
	Cyanide (Total and Amenable) (CN-)	\$60.00	
	Dissolved organic carbon (DOC)	\$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	\$18.00	
	Fluoride (F-) by ISE	\$18.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	\$70.00	
	pH, Alkalinity (Alk-T), Hardness, Conductivity, Chloride (Cl-), Sulfate (SO ₄ ²⁻), Nitrate (NO ₃ -N)	\$65.00	
	Hardness by titration	\$14.00	
	Hardness by calculation	\$65.00	
	Inorganic Disinfection by-products	\$100.00	
	Langier Saturation Index (LSI)	\$96.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	\$60.00	
	Mercury by EPA 245.7	\$85.00	
	Metals (Total) Digested (each)	\$28.00	
	Five or more (each)	\$14.00	
	Dissolved Soluble (each)	\$23.00	
	Five or more (each)	\$14.00	
	Metal Scan - Dissolved	\$120.00	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	Metal Scan - Total	\$130.00	
	Nitrate by SM 4500-NO ₃ F	\$23.00	
	Nitrite by SM 4500-NO ₃ F	\$23.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (NAP only)	\$32.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (non-NAP)	\$40.00	
	NOx by SM 4500-NO ₃ F	\$32.00	
	Nitrate and Nitrite by EPA 300.0 A (NAP only)	\$32.00	
	NOx by EPA 300.0 A	\$32.00	
	Nitrate by Ion Chromatograph	\$30.00	
	Nitrite by Ion Chromatograph	\$30.00	
	pH	\$12.00	
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO ₄ -P)(T)))	\$30.00	
	Ortho-phosphate (PO ₄ -P(O))	\$23.00	
	Phosphorus, Total (P) ((PO ₄ -P)(T))) by SM 4500-P F	\$30.00	
	Ortho-phosphate (PO ₄ -P(O)) by SM 4500-P F	\$23.00	
	Settleable Solids (SS)	\$6.00	
	Sodium Adsorption Ratio (SAR)	\$96.00	
	Sulfate (SO ₄ ²⁻)	\$25.00	
	Sulfate by Ion Chromatograph	\$30.00	
	Sulfide (S ²⁻)	\$25.00	
	Special sample preparations	\$25.00	
	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	\$15.00	
	Specific ultraviolet absorption (SUVA)	\$75.00	
	Thermometer Calibration (3 Calibration Points)	\$30.00	
	Total dissolved solids gravimetric - dried (TDS)	\$18.00	
	by calculation (TDS)	\$12.00	
	Total Kjeldahl Nitrogen (TKN)	\$60.00	
	Total Organic Carbon (TOC)	\$55.00	
	Total oxidants	\$18.00	
	Total petroleum hydrocarbon - no soils (TPH)	\$65.00	
	(ask about bottle & sample size)		
	Total solids (TS)	\$18.00	
	Total suspended solids (TSS)	\$18.00	
	Total Trihalomethanes (TTHMS)	\$90.00	
	(THM) formation potential	\$150.00	
	Total volatile solids (TVS)	\$18.00	
	Total volatile suspended solids (TVSS)	\$18.00	
	Turbidity	\$12.00	
	UV-absorbing organic constituents (UV-254)	\$18.00	
	Water Testing Supplies		
	Phosphate Buffer	\$5.00	
	Alkalinity Titrant	\$10.00	
	FAS	\$10.00	
	DPD	\$5.00	
	Glycine for Chlorite 25 mls	\$2.00	
	KI for Chlorite (I) 25 mls	\$2.00	
	HCl for Chlorite (II) 25 mls	\$2.00	
Water Restriction Penalties	Year-Round Water Use Management/Stage 1 Water Alert:		
Water Conservation Plan	First Offense: Minimum	\$50.00	
	Second Offense: Minimum	\$75.00	
	Subsequent Offenses: Minimum	\$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	\$100.00	
	Second Offense: Minimum	\$150.00	
	Subsequent Offenses: Minimum	\$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$250.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	\$250.00	

Schedule of Fees and Charges

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$500.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Year-Round Use and All Stages:		
	Failure to pay penalty: which can be applied to water bill	\$250.00	
	Reconnect fee for repeated violations of the plan	\$500.00	
	Fraudulent misrepresentation of well water use:	\$500.00	
	Filing fee for administrative appeal of determination by hearing officer	\$10.00	
	Report misuse by calling the Water Office at 676-6000.		
<u>ZONING</u>	Zone change request	\$1,500.00	
	Planned Development District	\$2,000.00	
	Planned Development District, amendment	\$1,000.00	
	Historic Overlay Request	\$50.00	
	Site plan	\$500.00	
	Minor site plan	\$250.00	
	Zoning determination/verification letter	\$100.00	
	Voluntary annexation	\$600.00	
	Landmarks Commission application	\$50.00	
	Appeal to City Council	\$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	\$250.00	
	Misc. Zoning-related application	\$100.00	
<u>ZOO</u>	Admission:		
	Adults (ages 13 - 59)	\$10.00	
	Seniors (age 60+)	\$9.00	
	Military	\$9.00	
	Children (ages 3 - 12)	\$7.00	
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	\$6.50	
	Adults (ages 13 - 59)	\$8.00	
	Seniors (ages 60+)	\$7.50	