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 28, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Dyess Airmen Exceptional Performance Recognition:**

- Senior Airman Landon Feltsen
- Captain Shannon Hunter

3. **Proclamation:**

- International Overdose Awareness Day

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 14, 2025 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2025 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC's Legal Counsel ***(Marjorie Knight)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Raftelis Financial Consultants, Inc. for the Rate Model Update and Conversion to the Ellio Software Platform ***(Matthew Dane)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Standard Utility Agreement (SUA) with TXDOT for the IH-20 Utility Relocation Project ***(Matthew Dane)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the IH-20 Utility Relocation Project (CB-2548) to Pate Garver LP ***(Matthew Dane)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the new Main Library at Abilene Heritage Square from My Unique Office Under the BuyBoard Purchasing Cooperative Contract ***(Julee Hammer)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve a Contract with Tyler Technologies for Implementation of Software Platform, Tyler Eagle, to Administer Birth and Death Records ***(Annette Lerma)***

11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Adopt the 2025 Title VI/Nondiscrimination Plan and Authorizing the City Manager to Execute All Documents Related to Said Adoption ***(Pamela Williams)***

12. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in the Design, Configuration and Implementation of Network Technologies from Hoover Technology Consulting LLC ***(Troy Swanson)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Commission and Design of the Christopher Robin Sculpture as Part of the Storybook

Series ***(Lesli Andrews)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Enprotec, Hibbs & Todd (EHT) for the Design Specifications for the Installation of Generators as part of a FEMA Grant through Texas Division of Emergency Management (TDEM). ***(Lesli Andrews)***
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Bid #CB-2550 with BeBo Works LLC for the Festival Gardens Fence Project ***(Lesli Andrews)***
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2026 Ram 3500 Tradesman Pickup Truck from Sames Bastrop CDJ of Cedar Creek, TX for the Airport **(*Don Green*)**
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) Freightliner M2-106 Cab & Chassis with a Leech 2R3 Rear Load Refuse Body from Houston Freightliner of Houston TX for Solid Waste Services **(*Don Green*)**
18. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the Award of the Federal Aviation Administration's FY25 Airport Improvement Program Entitlement Grant ***(Don Green)***
19. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept a Military Installation Readiness Grant from the U.S. Department of Defense ***(Don Green)***
20. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Request from TXAN LP for a Resolution of Support to be in Compliance with HB 21 of the 89th Legislation ***(Tim Littlejohn)***
21. **Ordinance (First Reading) Z-2025-21:** Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Rezone Approximately 30.91 Acres From A Planned Development District (PDD-58) To A Planned Development District (PDD-195). Located At 1873 Maple Street. ***(Tim Littlejohn)***
22. **Ordinance (First Reading) Z-2025-22:** Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 33.89 Acres From Medium Density (MD) And General Retail (GR) To Agricultural Open (AO). Located At Parcel ID 75888. ***(Tim Littlejohn)***
23. **Ordinance (First Reading) CUP-2025-15:** Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Apply A Conditional Use Permit To Approximately 33.89 Acres Currently Zoned Medium Density (MD) And General Retail (GR) But Seeking A Re-Zone To Agricultural Open (AO) To Allow For An RV Park. Located At Parcel ID 75888. ***(Tim Littlejohn)***
24. **Ordinance (First Reading) Z-2025-23:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 4.46 Acres From Planned Development (PDD-42) To Agricultural Open (AO). Located At 4051 W Lake Road. ***(Tim Littlejohn)***
25. **Ordinance (First Reading) Z-2025-24:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 140.25 Acres From Agriculture Open (AO) To Patio Home (PH). Located At 3802 Stewart Road. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

26. **Ordinance (Final 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)***

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. Municipal Court Judge Position
18. 18. RV Park, utility services and water supply agreements

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal

Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)
1. RV Park, utility services and water supply agreements

RECONVENE

REGULAR AGENDA

28. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Tax Abatement Agreements and Amended Tax Abatement Agreements with Lancium, LLC, Abilene DC 1 LLC, Abilene DC 3 LLC, Abilene DC 4 LLC, Abilene DC 5 LLC, Abilene DC 6 LLC, Abilene DC 7 LLC, and Abilene DC 8 LLC ***(Emily Crawford)***

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 22nd day of August, 2025, at 11:45 a.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 14, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on August 14, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-14-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
August 14, 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 August 14, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Blaise Regan led the invocation.

Will Lewis, first grader at TLCA, 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 2-17. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Eddie Pugh
- Diane Bradley & Nikki Appel

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

CONSENT AGENDA

Councilmember Price moved to approve the consent agenda. 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

Councilmember Beard had a conflict of interest on item 3 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 3 alone was:

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

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

3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the FY25 FAA Airport Improvement Program Grant
[ASSIGNED RESOLUTION NO. 139-2025]

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
[ASSIGNED RESOLUTION NO. 140-2025]

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
[ASSIGNED RESOLUTION NO. 141-2025]

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
[ASSIGNED RESOLUTION NO. 142-2025]

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
[ASSIGNED RESOLUTION NO. 143-2025]

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
[ASSIGNED RESOLUTION NO. 144-2025]

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
[ASSIGNED RESOLUTION NO. 145-2025]

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
[ASSIGNED RESOLUTION NO. 146-2025]

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
[ASSIGNED RESOLUTION NO. 147-2025]

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
[ASSIGNED RESOLUTION NO. 148-2025]

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
[ASSIGNED RESOLUTION NO. 149-2025]

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
[ASSIGNED RESOLUTION NO. 150-2025]

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
[ASSIGNED RESOLUTION NO. 151-2025]

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
[ASSIGNED RESOLUTION NO. 152-2025]

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
[ASSIGNED RESOLUTION NO. 153-2025]

REGULAR AGENDA

18. Presentation: Receive a Report and Hold a Discussion and Public Hearing on Emergency Preparedness

Vincent Cantu, Emergency Management Officer, presented the item. Mr. Cantu gave an overview of the operations and procedures for the Emergency Preparedness Department, incident overview from the Kerr County flooding recently, the local focus on hazard mitigation and how they coordinate their processes and procedures with stakeholders and other community emergency management teams. Warning systems were discussed, including Code Red alerts. Council had questions regarding current staff levels, working with other cities in emergencies and grants and funding opportunities.

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.

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
[ASSIGNED RESOLUTION NO. 154-2025]

Tim Littlejohn, Director of Planning & Development Services, introduced Mary Itz from Baker Tilley, who presented the item. Adoption of the item would approve the 2025-2029 Consolidated Plan, FY 2025-2026 Action Plan, and Proposed Use of Community Development Block Grant and Home Investment Partnership Program Funds. These funds will assist the community with home repairs and the first-time homebuyer program. Leticia Reeves, Division Manager of Neighborhood Services, also went over the HOME repair program.

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

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.
[ASSIGNED ORDINANCE NO. 57-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) at the above referenced location, to allow for a freight storage container.

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

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

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

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
[ASSIGNED ORDINANCE NO. 58-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced location, to allow for a freight shipping container.

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 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

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
[ASSIGNED ORDINANCE NO. 59-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from General Retail (GR) to Multi Family (MF).

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

- Clayton Farrow, agent for developer

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

Councilmember Craver 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

Stanley Smith, City Attorney, presented items 23 and 25 together, with one public hearing, as they are alternate options.

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 **[DENIED]**

Councilmember Price moved to remove the item from the table. 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

Adoption of item 23 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 on that option.

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 deny this 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

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

Adoption of item 25 would amend Chapter 20 of the Code Of Ordinances, by regulating hours of operations for BYOB establishments.

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

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

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

Mayor Pro-tem Yates moved to remove the item from the table. Deputy Mayor Pro-tem Regan seconded the motion; motion carried.

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

Stanley Smith, City Attorney, recommended denying this item since Council decided against the BYOB permit option presented in item 23.

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

Councilmember Beard moved to deny this item. 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

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
[ASSIGNED RESOLUTION NO. 155-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would approve an application from Blue Cross Blue Shield of Texas for a Texas Enterprise Zone Program (EZP).

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

- Tammy Fogle

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

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:44 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:

27.A.551.072 (Consultation with Attorney)
1. The Woodlands Pride et al v. Ken Paxton AG of Texas
2. Tracey Freeman v. City of Abilene, Case No 13596-D
3. Bronson Joseph Serasio v. C Davis, City of Abilene Police Department, Case No 25sc-11643J11
4. Victor Lynn Lee v. Erin Stamey, et al., Case No 5:25-cv-00590-XR
5. Listing of Pending Lawsuits on the Agenda
6. Municipal Court Judge Applicants

27.B.551.072 (Deliberations about Real Property)
1. 1002 S 32nd Street

27.D.551.074 (Personnel Matters)
1. Municipal Court Judge Applicants

27.F.551.087 (Business Prospects/Economic Development)
1. Project Surf
2. Lancium Project

The Executive Session ended at 11:33 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

28. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2024-2025 Budget
[ASSIGNED ORDINANCE NO. 60-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the revised fiscal year 2024-2025 budget. Ms. Knight went over the changes in the budget from the first reading.

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

- Chad Carter
- Tammy Fogle

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

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

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

29. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2025-2026 Budget
[ASSIGNED ORDINANCE NO. 61-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the proposed fiscal year 2025-2026 budget.

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

Councilmember Price moved to approve and adopt the FY 2025-2026 Budget of $371,450,844 for all Operating Funds. Councilmember Beard seconded the motion; motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Yates, and Councilmembers Price, Beard, Espinoza and Craver
NAYS (1): Deputy Mayor Pro-tem Regan

Councilmember Price moved 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. Councilmember Beard seconded the motion; motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Yates, and Councilmembers Price, Beard, Espinoza and Craver
NAYS (1): Deputy Mayor Pro-tem Regan

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

30. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy
[ASSIGNED ORDINANCE NO. 62-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would set the tax levy for fiscal year 2025-2026.

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.

Mayor Pro-tem Yates moved 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. Councilmember Price seconded the motion; motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Yates, and Councilmembers Price, Beard, Espinoza and Craver
NAYS (1): Deputy Mayor Pro-tem Regan

Mayor Hurt left the meeting at this time. Mayor Pro-tem Yates presided over the remainder of the meeting.

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
[ASSIGNED ORDINANCE NO. 63-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would adopt the fees and charges for fiscal year 2025-2026.

Mayor Pro-tem Yates opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 12:09 p.m.

_____ _____
Shawna Atkinson Weldon Hurt
City Secretary Mayor

Minutes approved on: _____

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Marjorie Knight, Director of Finance**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2025 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC's Legal Counsel *(Marjorie Knight)***

GENERAL INFORMATION

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This includes payment of ACSC's expenses. The effective date for new rates is October 1, 2025.

The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Atmos Mid-Tex 2025 RRM Settlement
2. Atmos Mid-Tex 2025 RRM Report
3. Atmos CY24 MTX RRM - Average Bill
4. Atmos - Attachment 2_CY24 MTX RRM - Pension Benchmark
5. Presentation - Approving Atmos Settlement Rate Review

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF ____ _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

August 7, 2025

REPORT FOR RESOLUTION

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$54.68	-
DARR:	$58.57	$3.89
ATM Cities:	$57.39	$2.71
Environs:	$55.96	$1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 42.1 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 22.95	$ 23.65	$ 22.95	$ 23.65	$ 0.70	
4	Consumption Charge (Ccf)	42.1	$ 0.58974	$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				$ 47.75	$ 55.09	$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	$ 0.20875	$ 0.20875	$ 8.78	$ 8.78	$ -	
9	Rider GCR Part B (Ccf)	42.1	$ 0.53838	$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				$ 31.42	$ 31.42	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 79.17	$ 86.51	$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	**Total Residential Average Bill**				**$ 84.49**	**$ 92.33**	**$ 7.83**	**9.27%**
16								
17	**Rate C @ 367.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 81.75	$ 94.00	$ 81.75	$ 94.00	$ 12.25	
20	Consumption Charge (Ccf)	367.6	$ 0.19033	$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				$ 151.72	$ 175.83	$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	$ 0.20875	$ 0.20875	$ 76.74	$ 76.74	$ -	
25	Rider GCR Part B	367.6	$ 0.37860	$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				$ 215.92	$ 215.92	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 367.64	$ 391.75	$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	**Total Commercial Average Bill**				**$ 392.36**	**$ 418.10**	**$ 25.73**	**6.56%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1277 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	$ 0.6553	$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.4799	$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
39	Total Base Rates	1,277			$ 2,424.74	$ 2,829.44	$ 404.69	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	$ 2.07711	$ 2.07711	$ 2,653.03	$ 2,653.03	$ -	
43	Rider GCR Part B (MMBtu)	1,277	$ 0.88986	$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				$ 3,789.63	$ 3,789.63	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 6,214.37	$ 6,619.07	$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	**Total Industrial Average Bill**				**$ 6,632.29**	**$ 7,064.20**	**$ 431.91**	**6.51%**
50								
51	**Rate T at 4534 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.6553	$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	$ 0.4799	$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
57	Total Base Rates	4,534			$ 4,026.89	$ 4,706.67	$ 679.78	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	$ 0.88986	$ 0.88986	$ 4,034.96	$ 4,034.96	$ -	
61	Total Gas Cost				$ 4,034.96	$ 4,034.96	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 8,061.85	$ 8,741.63	$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	**Total Transportation Average Bill**				**$ 8,604.01**	**$ 9,329.51**	**$ 725.50**	**8.43%**

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2025 Rate Review Mechanism Filing

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2025 Rate Review Mechanism Filing

- The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation is a member of the Atmos Cities Steering Committee ("ACSC").
- In 2007, ACSC and Atmos settled a rate application for interim rate adjustment which also created a rate review process with the ACSC referred to as Rate Review Mechanism ("RRM") for future filings
- On or about April 1, 2025, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members which claimed entitlement to an additional $245.2 million of additional system-wide revenues

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2025 Rate Review Mechanism Filing

- After application of the standards set in ACSC's RRM Tariff and several settlement meetings, the parties have agreed to settle the case for $205.6 million which includes payment of ACSC's expenses
- Effective date for new rates is October 1, 2025
- Impact on average residential rates is an increase of $7.83 monthly or 9.27%
- Impact on average commercial usage will be $25.73 monthly or 6.56%

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2025 Rate Review Mechanism Filing

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Raftelis Financial Consultants, Inc. for the Rate Model Update and Conversion to the Ellio Software Platform *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the City Council approve a contract with Raftelis Financial Consultants, Inc. (Raftelis) in the amount of $139,500, to be paid over three fiscal years at $46,500 per year, for the rebuild and modernization of the City's water utility rate model. The updated model will be developed using Raftelis' cloud-based Ellio software platform.

SPECIAL CONSIDERATIONS

The City previously utilized an excel based rate model developed by Raftelis to support financial planning for water and wastewater services. However, the model was lost during the cyber incident that affected the City's IT infrastructure. Since that time, staff has relied on a draft version of the model, limiting the department's ability to perform timely long-range planning. This new contract will allow Raftelis to convert our excel rate model to their Ellio software platform and provide the department access to the Ellio software, which includes three integrated modules: Financial, Analytics, and Performance. The platform will allow staff to rebuild a resilient and dynamic rate model and support more collaborative, data-driven utility financial planning.

FUNDING/FISCAL IMPACT

The contract will be funded from the FY25 Annual Operating Budget of the Water Department. The annual fee of $46,500 will be encumbered each fiscal year over the three-year term of the

contract.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the contract with Raftelis Financial Consultants, Inc. in the amount of $139,500

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - Raftelis Rate Model Update
2. Raftelis Rate Model Contract Signed
3. 3 - Presentation - Raftelis Rate Model Update

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A RATE MODEL UPDATE AND CONVERSION TO THE ELLIO SOFTWARE PLATFORM.

WHEREAS, the City of Abilene (City) owns and operates the Water and Wastewater Utility and must periodically update its utility rate model to support financial planning, rate-setting, and long-range capital planning; and

WHEREAS, the City's previous rate model was lost due to a cyber incident; and

WHEREAS, Raftelis Financial Consultants, Inc. (Raftelis) has proposed a three-year contract to rebuild and transition the rate model to their Ellio software platform, which includes financial, analytics, and performance modules; and

WHEREAS, the total contract amount of $139,500 will be paid in three equal annual installments of $46,500 from the Water Utilities Department operating budget;

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 Raftelis Financial Consultants, Inc. for the Rate Model Update and Conversion to the Ellio Software Platform in the amount of $139,500.

ADOPTED this 28th day of August, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This Contract, dated the 28th day of August, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Raftelis Financial Consultants, Inc. ("Professional").

The City is engaged in Ellio Software and Client Support 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 Financial Consultant properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as of the time the services are provided, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. The Professional may rely on all data and information provided by or on behalf of the City to perform the services hereunder.

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 a mutually agreed upon date.

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, unless disclosure is compelled by legal process. The Professional may not disclose to any person or entity any information regarding the City's activities, unless disclosure is compelled by legal process. 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 and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, 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) reasonable attorneys fees, and

(iv) costs.

"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 and their agents, successors, and assigns who provide services hereunder.

"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 for any claims to the extent caused by the Professional's negligent work and negligent activities conducted in the performance of 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, absent negligence on the part of the City.

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, at its expense.

THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

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

Professional – ATTN:
Christopher Williams, MPA, CMFO, Manager
222 Las Colinas Blvd., Ste 1650
Irving, TX 75039

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:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Angie Flores

Title: Vice President
3755 S. Capital of Tx Hwy, Ste. 245
Address: Austin, TX 78704

Phone Number: 512-790-2108

Federal Tax ID#: 20-1054069

ATTEST: (if corporation)
Christine McIntyre
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Raftelis Financial Consultants will update the Water Department Rate Model using Ellio Software and Client Support.

See attached proposal (6 pages) supplied by Raftelis dated July 16, 2025. If the terms and conditions of the attached agreement conflict with the terms and conditions of this Agreement, then the terms and conditions of this Agreement control.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

OPTION 2 ___

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

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

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

OPTION 3 _X_

Payment is a fixed fee amount of $139,500.00 per three (3) year term payable per $46,500.00 per Annum year upon completion of the work and written acceptance by the City.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this Contract and intended by Professional as a deliverable hereunder 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. Nothing in this Contract shall be deemed or construed as a waiver, released, transfer, assignment or divestiture by Professional of any of its intellectual property, know-how or trade secrets.

(Option 2) ___

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

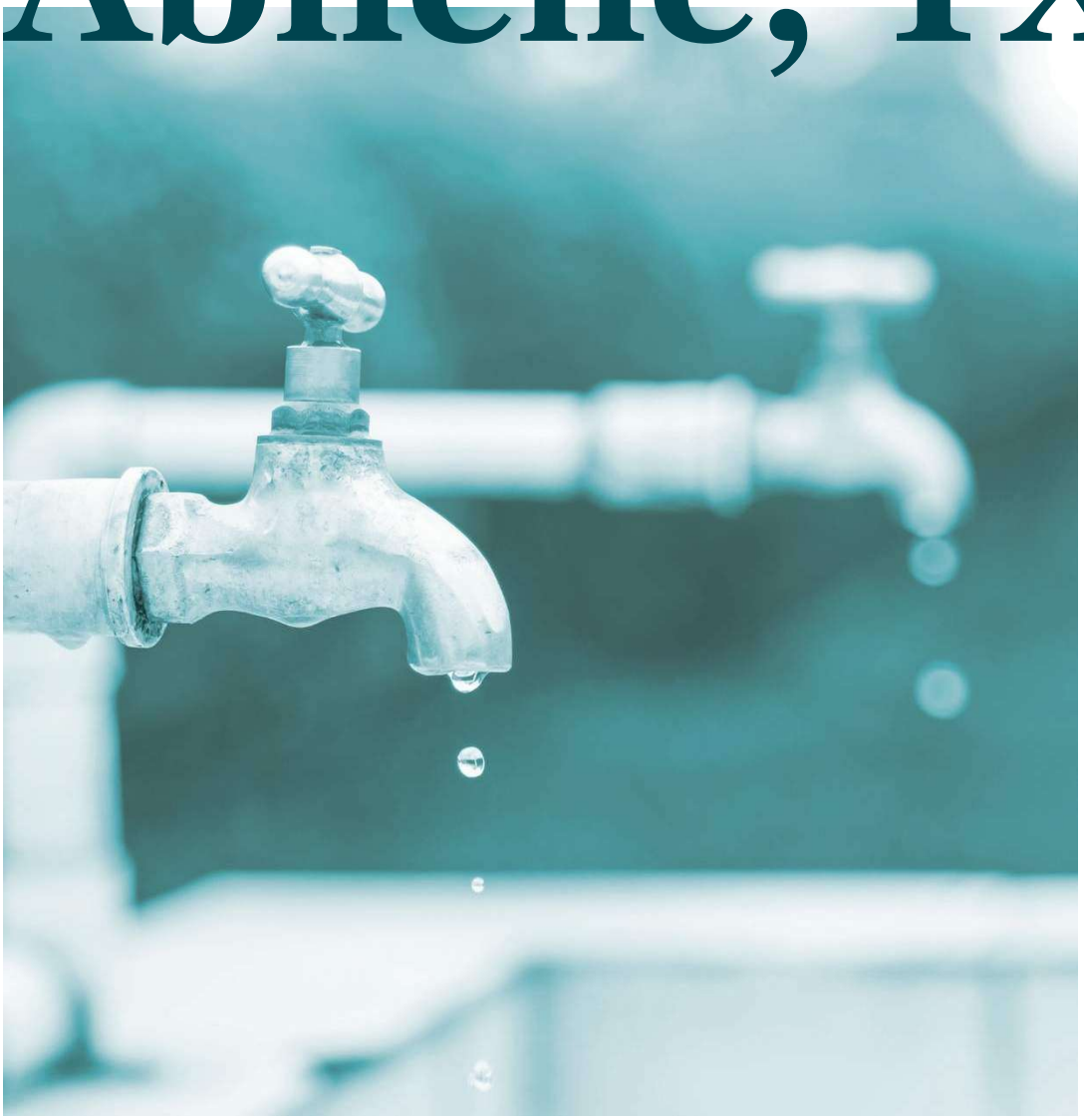
k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

RAFTELIS

Ellio Software and Client Support

Proposal / July 18, 2025

City of Abilene, TX



RAFTELIS

July 18, 2025

Mr. Jeremiah Bihl, Assistant Director of Water Utilities
City of Abilene, 555 Walnut Street, Abilene, TX 79601
vía email: Jeremiah.Bihl@abilenetx.gov

CC: Mr. Matthew Dane, Director of Water Utilities

Subject: Ellio Software and Client Support

Dear Jeremiah:

Thank you for trusting Raftelis Financial Consultants, Inc. (Raftelis) with our continued commitment to support the City of Abilene – Water Utilities with achieving its financial planning needs.

Raftelis will provide Ellio and Client Support to Abilene Water Utilities for an annual fee of $46,500 over a three-year period. Any additional hours for Raftelis' services that exceed the annual contract value require a written agreement between both parties and will be charged at standard hourly rates. Refer to the fee section for details on the software, client support, and hourly rates for services beyond the scope of this agreement.

If the terms and fees are acceptable, please sign below and return the signed version to me. If you have any questions, please contact me at cwilliams@raftelis.com or 512-598-1041.

Sincerely,

Christopher Williams, MPA, CMFO
Manager

The City of Abilene, Texas, accepts the terms of this engagement letter:

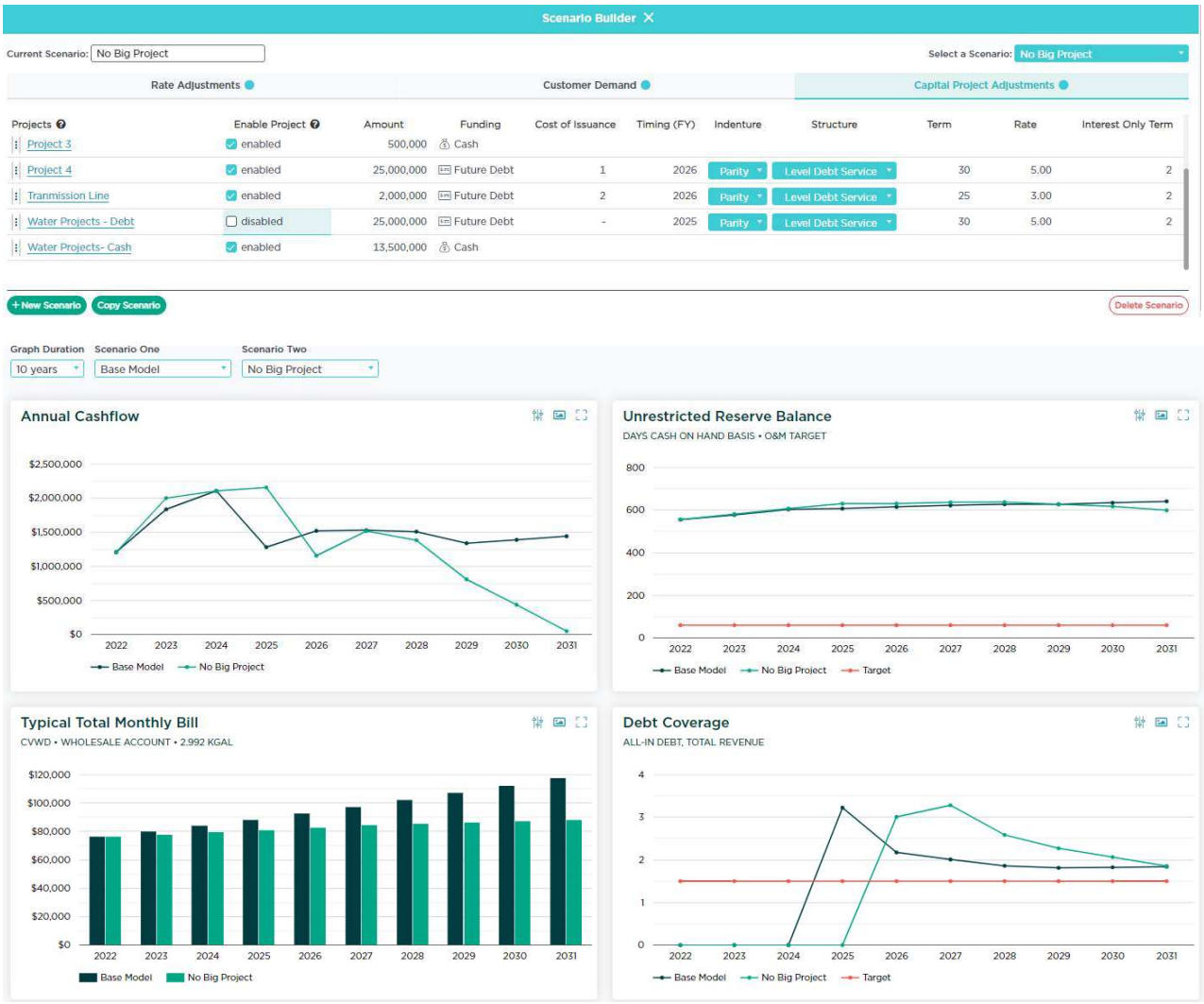
Approved: _____	Date: _____
Name of Signatory: _____	Title: _____

Scope of Services

Ellio is Raftelis' new cloud-based platform, developed to provide utilities with data-driven insights to inform finance and policy decisions. Ellio is comprised of three modules: financial, analytics, and performance.

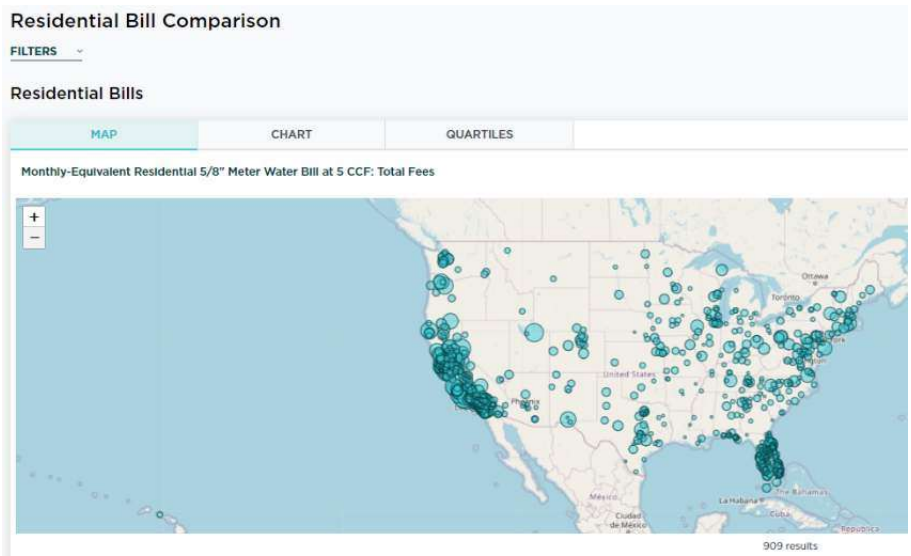
Financial

Ellio Financial is a highly functional financial planning tool developed to help utilities plan for and develop solutions to financial and rate-setting challenges. This tool offers capabilities that will help utilities better understand the impacts of their capital programs, changes in demand characteristics, and the impact on rates to make decisions that support the unique needs of their community.



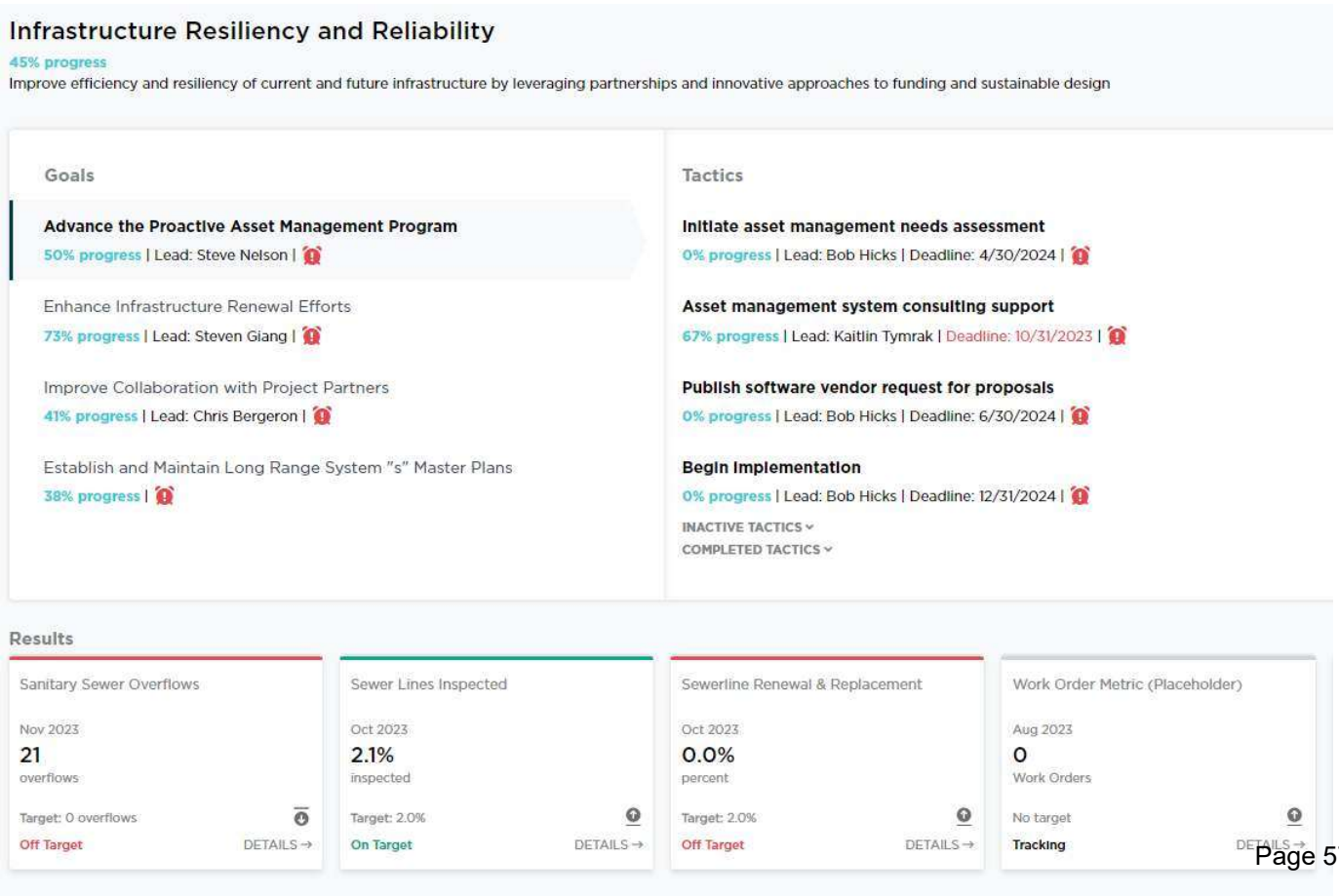
Analytics

Ellio Analytics allows organizations to dig into data collected by Raftelis, national industry organizations, and academic institutions regarding financial, operational, and organizational metrics. This data can be used for benchmarking and comparing key performance indicators between organizations with filtering for increased relevancy by location, population, and other attributes. Client support hours can be utilized to update rates for Abilene's peer cities to improve regional comparisons. Data collection for Ellio Analytics is dynamic and on-going improvements are being made to the module.



Performance

Ellio Performance helps organizations create and monitor action plans to achieve strategic goals, offering focused goal tracking with visual progress metrics. For the City of Abilene – Water Utilities, annual client support hours can be used to set up performance metric tracking or assist with new strategic planning efforts. Any work beyond the annual support hours requires prior agreement.



Fee

Ellio is a subscription-based service that is billed annually. With that subscription, your entire team gains access to the organization's Ellio account for seamless collaboration and on-the-go use. This contract offers access to Ellio and Client Support for $46,500 annually for three years. This section includes details on the software, client support, and hourly rates for services beyond the scope of this agreement.

If the City accepts the proposal, the annual price of $46,500 is fixed for three years.

Attachment A

Description	Ellio Software	Client Support	Total by Year
Annual Subscription + Client Support This represents the annual subscription fee your organization pays for access to Ellio including modules for Financial, Analytics, and Performance. This fee includes up-to 120 hours of consulting support for Ellio or any Raftelis service offering. Any additional support beyond 120 hours will be based on a written agreement between the City and Raftelis and billed at the standard hourly rates included in Attachment B.	**$15,000**	**$31,500**	**$46,500**

Attachment B
Raftelis' 2025 Standard Hourly Billing Rates

Position	Hourly Rate*
Chair/Chair Emeritus	$500
Chief Executive Officer/President	$475
Executive Vice President/Senior Principal	$425
Senior Vice President	$400
Vice President	$375
Senior Manager	$340
Recruiter	$310
Principal/Senior Advisor	$310
Manager	$295
Senior Consultant	$260
Executive Coach	$260
Consultant	$230
Creative Director	$230
Associate Consultant	$195
Graphic Designer	$170
Analyst	$150
Administration	$100
Technology/Communications Charge**	$10

* These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

** Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

Approve Contract with Raftelis for Rate Model Update and Software Conversion

CITY OF ABILENE TEXAS

Rate Model Update

- Staff recommends approving a three-year contract with Raftelis Financial Consultants, Inc.
- Total contract amount: $139,500 (paid $46,500 annually)
- Project will rebuild the Department's rate model in Raftelis' new cloud-based Ellio platform

CITY OF ABILENE TEXAS

Rate Model Update

- The department's prior rate model, with all budget projections, revenue inputs, and scenario planning, was lost in the recent cyberattack.
- Ellio provides improved tools for planning, benchmarking, and performance tracking
- Funded through the Water Utilities Department Operating Budget

CITY OF ABILENE TEXAS

Rate Model Update

- Improved Access and Collaboration
  - Cloud-based platform accessible by multiple staff
  - Eliminates version confusion and manual file sharing
- Built for Utilities
  - Designed specifically for rate modeling, capital planning, and utility finance
  - Pre-built tools for scenario analysis, reserve tracking, and multi-year projections
- Data Security and Resilience
  - Secure cloud storage reduces risk from cyber incidents
  - Protects against accidental loss or corruption of data

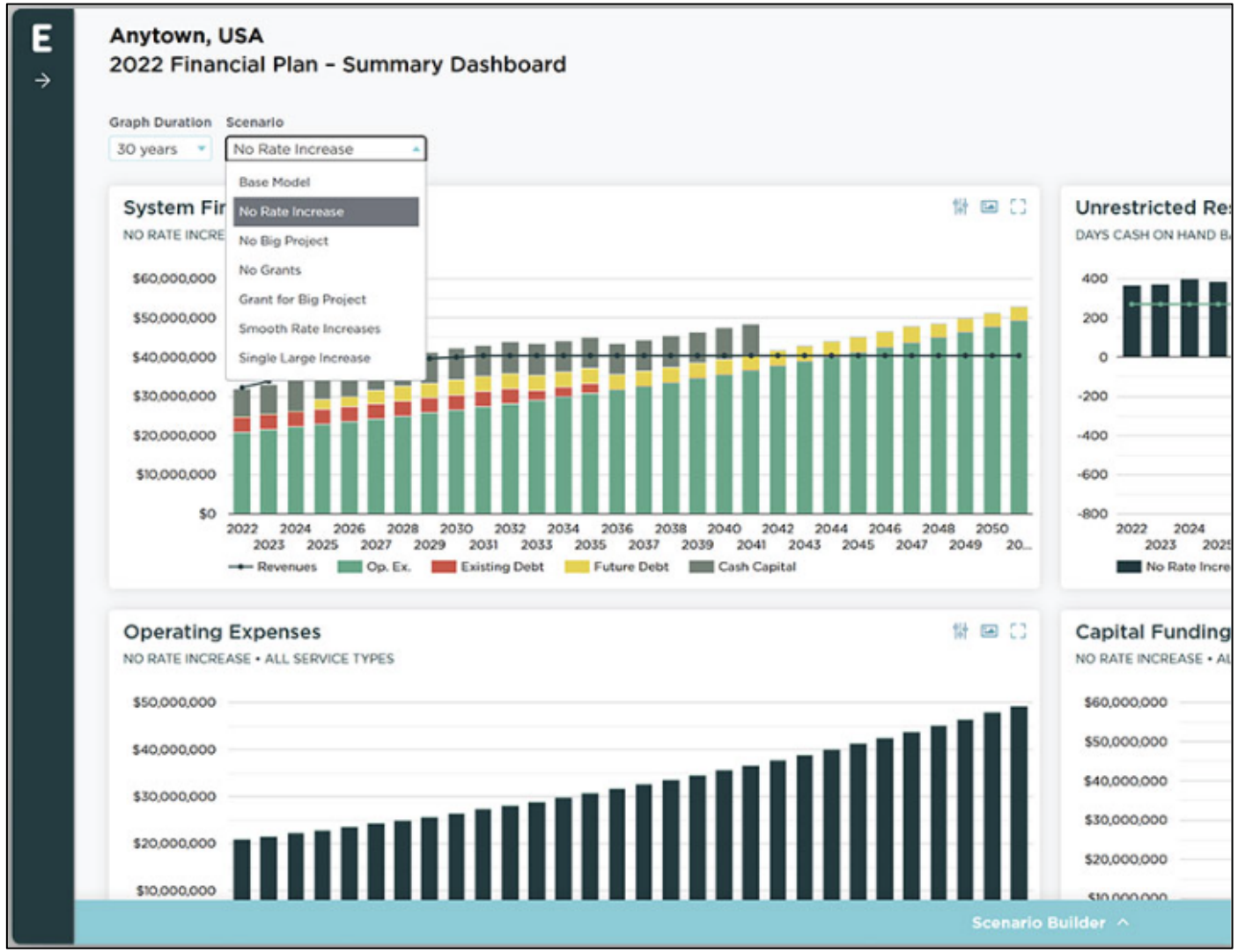
CITY OF ABILENE TEXAS

Rate Model Update

- Built-In Visuals and Reporting
  - Real-time dashboards for easier communication with leadership and the public
  - No need for manual chart building or spreadsheet formatting
- Integrated Benchmarking Tools
  - Compare Abilene's rates and performance against peer cities
  - Use national and regional datasets provided by Raftelis
- Performance Tracking
  - Set and monitor strategic goals (e.g., debt coverage, rate stability)
  - Built-in tools for tracking progress over time

CITY OF ABILENE TEXAS

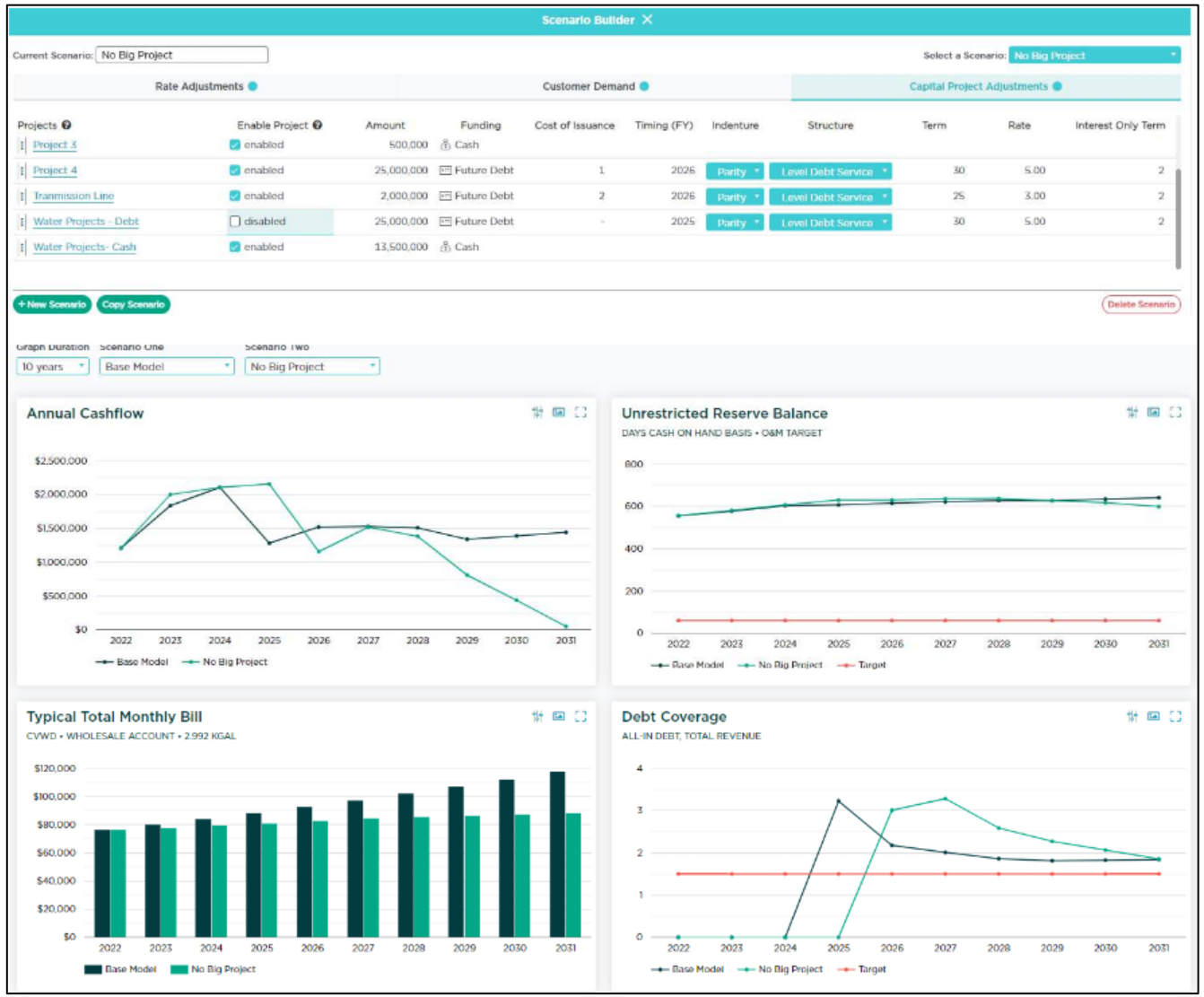
Rate Model Update

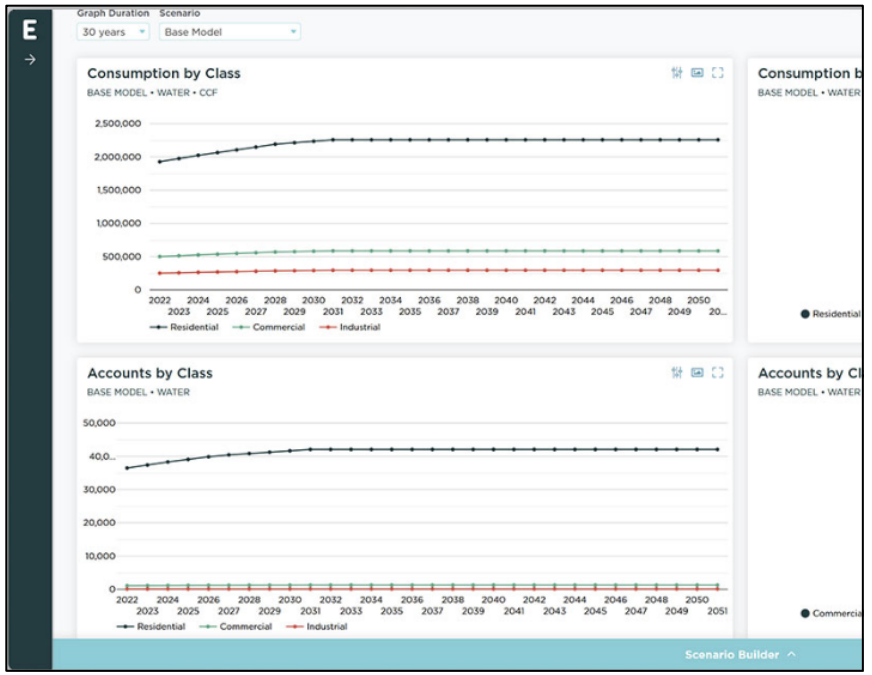


- Future-Ready Platform
  - Scales with Abilene's needs and supports long-term planning
  - Reduces reliance on one-off spreadsheets and internal model maintenance

CITY OF ABILENE TEXAS

Rate Model Update





CITY OF ABILENE TEXAS

Approve Contract with Raftelis for Rate Model Update and Software Conversion

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Standard Utility Agreement (SUA) with TXDOT for the IH-20 Utility Relocation Project *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the City Council authorize the City Manager to execute the Standard Utility Agreement with the Texas Department of Transportation (TXDOT) for the IH-20 Utility Relocation Project for the amount of $16,829,348.00. This agreement outlines the responsibilities and reimbursement process for the relocation of City-owned water and sanitary sewer utilities in conflict with TXDOT's planned improvements along IH-20 from east of West Lake Road to Highway 351.
This agreement is a required step with TXDOT before the Water Department can proceed with construction. Once executed, it will allow the City to be reimbursed for eligible design, construction, and construction administration costs associated with relocating utilities that interfere with TXDOT's roadway work.

SPECIAL CONSIDERATIONS

TXDOT has divided their IH-20 improvement project into multiple Work Authorizations, with this agreement pertaining to Work Authorization 1 (WA1). WA1 includes utility impacts from east of West Lake Road to Hwy 351, and covers relocations associated with roadway widening, ramp reconfigurations, and drainage improvements.
The Standard Utility Agreement defines the scope of utility relocation work and establishes the basis for reimbursement in accordance with state and federal regulations. The agreement will include all eligible items for reimbursement, with separate tracking for any City-funded betterments. City betterments has a total cost of $416,178.00.

FUNDING/FISCAL IMPACT

The utility relocation project will be primarily reimbursed by TXDOT. Any non-reimbursable components or City-requested betterments will be funded through the Water Utilities Capital Improvement Program (CIP). A dedicated project fund will be established to track TXDOT reimbursements and local cost shares.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Standard Utility Agreement with TXDOT for the IH-20 Utility Relocation Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - IH-20 SUA
2. 08.20.2025 Abilene_IH20 WA1_SUA - REV2
3. 3 - Presentation - IH-20 SUA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD UTILITY AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE IH-20 UTILITY RELOCATION PROJECT.

WHEREAS, the Texas Department of Transportation (TXDOT) is undertaking roadway improvements along IH-20 that require the relocation of City of Abilene water and sanitary sewer utilities; and

WHEREAS, the City of Abilene (City) owns and operates public utility infrastructure that is in conflict with the proposed improvements under TXDOT Work Authorization 1, which includes the segment from east of West Lake Road to Highway 351; and

WHEREAS, execution of the Standard Utility Agreement is required to define the responsibilities of each party and to establish the framework for reimbursement of eligible utility relocation costs by TXDOT; and

WHEREAS, the City Council previously approved the designation of the City Manager as the authorized representative to sign utility-related documents on behalf of the City for this project;

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

That the City Manager, Emily Crawford, is hereby authorized to execute the Standard Utility Agreement with the Texas Department of Transportation for the IH-20 Utility Relocation Project.

ADOPTED this 28th day of August, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

Standard Utility Agreement

U Number: Utility ID: **U00020914**

District: Abilene
ROW Project ID (TxC): R00010762
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
Highway Project Letting Date: 6/1/2026

County: Taylor
Highway: IH 20
From: FM 600

To: SH-351

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, **("State**"), and City of Abilene, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Relocation of water and sewer lines along IH-20 generally located between Sta. 1140+00 to 1225+00, or FM 600 and SH 351, including approximmately 2,052 LF 8" and 6" PVC Sewer Line (Conflict ID 1310), 580 LF 27" PVC Effluent Reuse Line (Conflict ID 1003), 449 LF 36" PVC Sewer Line (Conflict IDs 1004, 1005, 1006), 1,014 LF 8" PVC Water Line (Conflict ID 1315), 739 LF 36" and 8" PVC Water Line (Conflict ID 1008), 635 LF 16" and 8" PVC Water Line (Conflict ID 1043), 349 LF 16" PVC Water Line (Conflict ID 1330), 1,065 LF 30" PVC Water Line (Conflict ID 1012/1324), 515 LF 42" and 8" PVC Water Line (Conflict ID 1013/1037), 581 LF PVC Water Line (Conflict ID 1322), 631 LF 24" PVC Sewer Line (Conflict ID 1015), 556 LF 10" PVC Sewer Line (Conflict ID 1332), and 746 LF 6" PVC Water Line (Conflict ID 1320) ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

Initial	Date	Initial	Date
TxDOT		Utility	

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood

Initial	Date	Initial	Date
TxDOT		Utility	

or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial	Date	Initial	Date
TxDOT		Utility	

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Abilene
Name of Utility

By: _____
Authorized Signature

Emily Crawford
Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

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: ECrawford
Authorized Signature

Title: City Manager

Date: 8/18/25

Business Entity Acknowledgment

State of Texas
County of Taylor

This instrument was acknowledged before me on August 18th 2025, by Emily Crawford, City Manager of Abilene [name of utility company], a [state] Texas [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.

KAREN M DANIELL
Notary Public. State of Texas
My Comm. Exp 08-13-2028
NOTARY ID#: 132622768

Karen M. Daniell
Notary Public's Signature

EXHIBIT "A"
A Copy of the Governing Document of the Utility Company Designating Signature Authority

RESOLUTION NO. 151-2025

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

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Initial	Date		Initial	Date
TxDOT			Utility	

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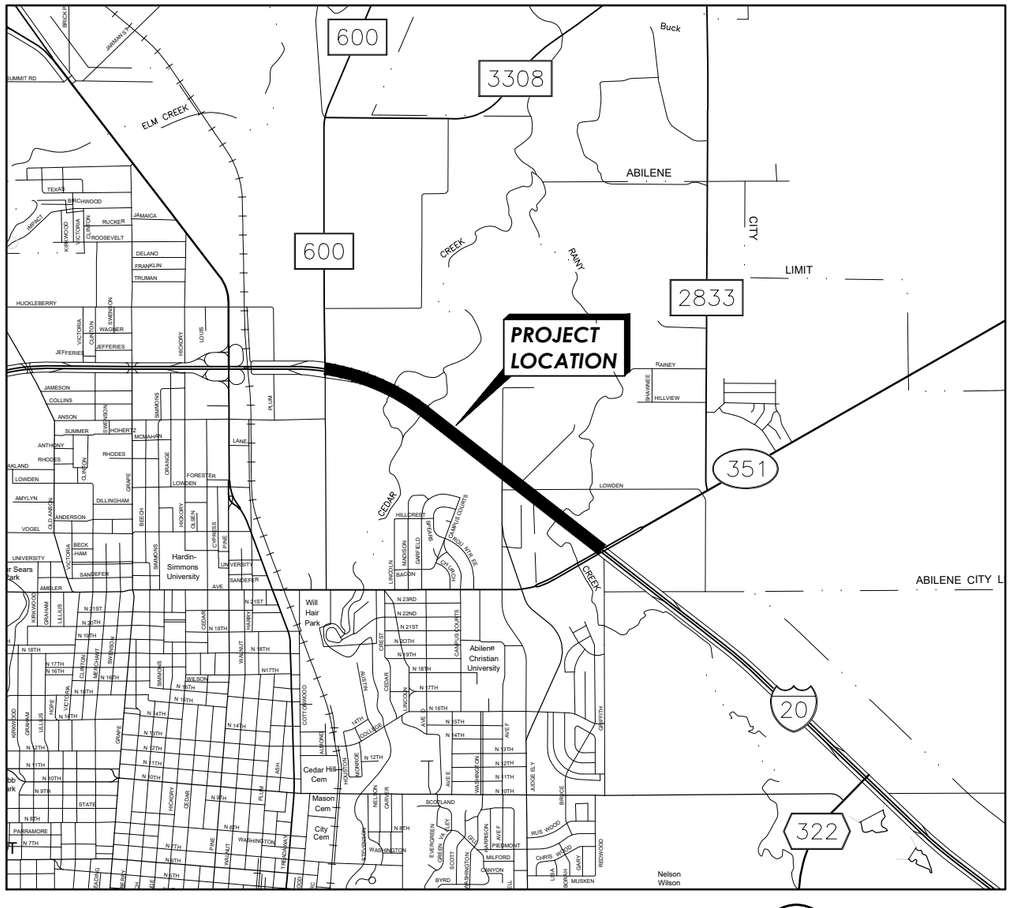
PLANS FOR

CITY OF ABILENE
I-20 UTILITY RELOCATES
WORK AUTHORIZATION 1
JULY 2025



PROJECT LOCATION MAP

NORTH

1"=3000'

ABILENE CITY COUNCIL

WELDON HURT - MAYOR

SHANE PRICE — LYNN BEARD

BLAISE REGAN — BRIAN YATES

MIGUEL ESPINOZA — TRAVIS CRAVER

EMILY CRAWFORD - CITY MANAGER

MATTHEW DANE, P.E. - DIRECTOR OF WATER UTILITIES

APPROVED FOR CONSTRUCTION

BY THE

CITY OF ABILENE, TEXAS

JEREMIAH BIHL, P.E.

7/11/2025

DATE

STATE OF TEXAS
JAMES T. KING
145624
LICENSED
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR REVIEW, APPROVAL BIDDING, AND CONSTRUCTION

JACOB MARTIN
3465 CURRY LANE
ABILENE, TEXAS 79606
325.695.1070

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\02 SHEET LIST, LEGEND AND VICINITY MAP.dwg Saved By: tking Save Time: 7/11/2025 3:49 PM Plotted by: tristan king Plot Date: 7/11/2025 8:01 PM

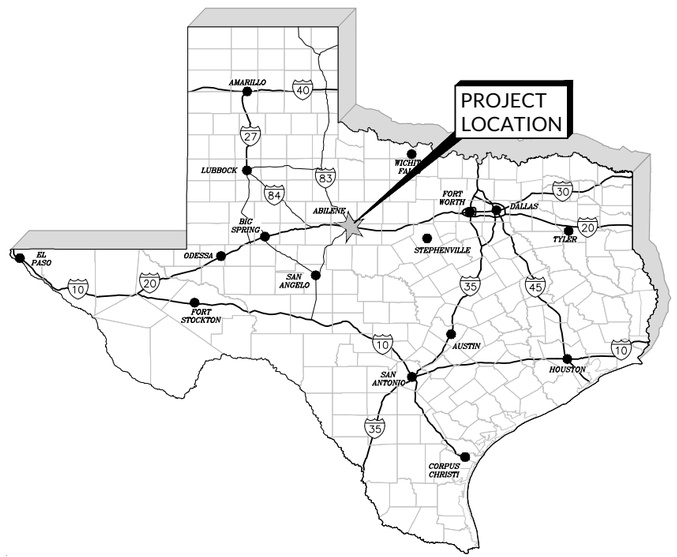
LEGEND

- PROPOSED WATER LINE
- PROPOSED PIPE BORE ENCASEMENT (WATER/SEWER)
- PROPOSED SEWER LINE
- PROPOSED EFFLUENT REUSE LINE
- PROPOSED ROW/VALVE MARKER
- PROPOSED WATER METER
- PROPOSED HYDRANT
- PROPOSED REDUCER
- PROPOSED COUPLING
- PROPOSED VALVE
- PROPOSED TEE
- PROPOSED 90° ELL
- PROPOSED 45° BEND
- PROPOSED 22.5° BEND
- PROPOSED 11.25° BEND
- PROPOSED CAP
- PROPOSED MANHOLE
- PROPOSED CLEANOUT
- EXPLORATORY BORING LOCATION
- EXISTING STORM DRAIN MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING IRRIGATION VALVE
- EXISTING FLUSH VALVE
- EXISTING FIRE HYDRANT
- EXISTING ELECTRIC METER
- EXISTING GAS TEST STATION
- EXISTING GAS METER
- EXISTING COMMUNICATION MANHOLE
- EXISTING SIGN
- EXISTING POWER POLE & ANCHOR
- EXISTING LIGHT POLE
- EXISTING TRAFFIC SIGNAL POLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING MAILBOX
- EXISTING TREE
- EXISTING ASPHALT SURFACE
- EXISTING CONCRETE SURFACE
- EXISTING GRAVEL SURFACE
- EXISTING/PROPOSED ROW
- EXISTING/PROPOSED EASEMENT
- EXISTING WIRE FENCE
- EXISTING VINYL FENCE
- EXISTING CHAINLINK FENCE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING REUSE LINE
- EXISTING GAS LINE
- EXISTING BURIED PHONE LINES
- EXISTING BURIED TV CABLE
- EXISTING OVERHEAD ELECTRIC
- EXISTING FIBER OPTIC CABLE

PIPE ABANDONMENT/REMOVAL LEGEND

- EXISTING WATER LINE - ABANDON IN PLACE
- EXISTING WATER LINE - REMOVE
- EXISTING WATER LINE - FLOWABLE FILL
- EXISTING SEWER LINE - ABANDON IN PLACE
- EXISTING SEWER LINE - REMOVE
- EXISTING SEWER LINE - FLOWABLE FILL
- EXISTING REUSE LINE - ABANDON IN PLACE
- EXISTING REUSE LINE - REMOVE
- EXISTING REUSE LINE - FLOWABLE FILL

PROJECT CONTROL				
POINT	NORTHING	EASTING	ELEV	DESCRIPTION
9911	6,859,158.75	1,598,333.40	1677.11'	CP-TXDOT ALUMINUM CAP FOUND
9913	6,858,232.32	1,598,932.17	1681.20'	CP-TXDOT ALUMINUM CAP FOUND
9914	6,858,953.69	1,597,951.87	1674.60'	CP-TXDOT ALUMINUM CAP FOUND
93342	6,858,251.13	1,598,896.83	1681.62'	CP-TXDOT ALUMINUM CAP STAMPED "342" FOUND
93343	6,857,661.09	1,599,670.95	1683.44'	CP-TXDOT ALUMINUM CAP STAMPED "343" FOUND
93346	6,855,771.90	1,602,013.03	1690.73'	CP-TXDOT ALUMINUM CAP FOUND
93356	6,855,739.09	1,602,566.11	1709.77'	CP-TXDOT ALUMINUM CAP STAMPED "356" FOUND
93361	6,858,959.87	1,598,592.17	1679.55'	CP-TXDOT ALUMINUM CAP STAMPED "361" FOUND
93338	6,860,633.51	1,595,892.91	1688.08'	CP-5/8"W/TXDOT ALC STAMPED "338" FOUND
93339	6,860,092.45	1,596,580.78	1686.33'	CP-5/8"W/TXDOT ALC STAMPED "339" FOUND
93-331	6,863,404.04	1,589,491.25	1682.01'	CP-MON W/TXDOT ALC STAMPED "331" FOUND
93-334	6,863,004.52	1,592,563.09	1666.21'	CP-MON W/TXDOT ALC STAMPED "334" FOUND
93-368	6,863,569.02	1,591,926.03	1677.51'	CP-MON W/TXDOT ALC STAMPED "368" FOUND
93-370	6,863,808.20	1,589,707.74	1681.65'	CP-MON W/TXDOT ALC STAMPED "370" FOUND



PROJECT VICINITY MAP

NOT TO SCALE

NORTH

SHEET LIST

SHEET NO.	SHEET TITLE
01	COVER SHEET
02	SHEET LIST, LEGEND AND VICINITY MAP
03	CONSTRUCTION NOTES 1
04	CONSTRUCTION NOTES 2
05	SHEET INDEX
06	6" SL CONFLICT 1310 P&P STA. 0+00-5+00
07	6" SL CONFLICT 1310 P&P STA. 5+00-10+00
08	6" SL CONFLICT 1310 P&P STA. 10+00-15+00
09	6" SL CONFLICT 1310 P&P STA. 15+00-END
10	CONFLICT 1310 BYPASS PLAN
11	27" EFF. REUSE LINE CONFLICT 1003 P&P STA. 0+00-5+00
12	27" EFF. REUSE LINE CONFLICT 1003 P&P STA. 5+00-END
13	36" SL CONFLICT 1004, 1005 & 1006 P&P STA. 0+00-END
14	36" SL CONFLICT 1006 & 8" WL CONFLICT 1315 P&P STA. 0+00-5+00
15	8" WL CONFLICT 1315 P&P STA. 5+00-END
16	CONFLICT 1006 BYPASS PLAN
17	36" RAW WL CONFLICT 1008 P&P STA. 0+00-END
18	36" RAW WL CONFLICT 1008 A&B P&P STA. 0+00-END
19	8" & 16" WL CONFLICT 1043 P&P STA. 0+00-3+00
20	16" WL CONFLICT 1043 P&P STA. 3+00-END
21	16" WL CONFLICT 1330 P&P STA. 0+00-END
22	30" RAW WL CONFLICT 1012 (1324) P&P STA. 0+00-5+25
23	30" RAW WL CONFLICT 1012 (1324) P&P STA. 5+25-END
24	42" WL CONFLICT 1013 (1037) P&P STA. 0+00-3+50
25	42" WL CONFLICT 1013 (1037) P&P STA. 3+50-END
26	16" WL CONFLICT 1322 P&P STA. 0+00-3+50
27	16" WL CONFLICT 1322 P&P STA. 3+50-END
28	CONFLICT 1012, 1013 & 1322 SEQUENCE OF WORK PLAN
29	24" SL CONFLICT 1015 P&P STA. 0+00-5+00
30	24" SL CONFLICT 1015 P&P STA. 5+00-END
31	10" SL CONFLICT 1332 P&P STA. 0+00-END
32	CONFLICT 1015 & 1332 BYPASS PLAN
33	6" WL CONFLICT 1320 STA. 0+00-END
34	WATER DETAILS 1
35	WATER DETAILS 2
36	WATER DETAILS 3
37	WATER DETAILS 4
38	WATER DETAILS 5
39	WATER DETAILS 6
40	VALVE VAULT DETAILS
41	WASTEWATER DETAILS 1
42	WASTEWATER DETAILS 2
43	WASTEWATER DETAILS 3
44	WATER & SEWER CROSSING DETAILS
45	EROSION CONTROL DETAILS

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

SHEET LIST, LEGEND AND VICINITY MAP

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE N/A

SEQ. 02 / 45 | SHEET 02

Save Time: 6/30/2025 11:30 AM Saved By: tking Plotted by: tristan king Plot Date: 7/11/2025 8:01 PM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\03 CONSTRUCTION NOTES 1.dwg

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR TO FIELD VERIFY SIZE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. (TEXAS ONE CALL SYSTEM (1-800-545-6005). CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES WHICH ARE TO REMAIN. BURIED UTILITIES SHOWN ON THE PLANS HAVE BEEN ESTABLISHED BY ON GROUND INFORMATION AS WELL AS COORDINATION WITH UTILITY COMPANIES. LOCATIONS MAY NOT BE EXACT AND OTHER UTILITIES MAY EXIST. CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR DIRECTION ON ANY HORIZONTAL OR VERTICAL ALIGNMENT CONFLICTS.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, ALL PARTIES THAT MEET THE DEFINITION OF OPERATOR AS DEFINED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES CONSTRUCTION GENERAL PERMIT TXR150000 SHALL SUBMIT REQUIRED NOTIFICATION WHICH MAY INCLUDE A COPY OF THE NOTICE OF INTENT (NOI) FILED WITH THE TCEQ AND/OR A CONSTRUCTION SITE NOTICE (CSN). A COPY OF THE NOI OR THE CSN SHALL BE PROVIDED TO THE CITY. THE NOI/CSN FORMS AND PERMIT REQUIREMENTS MAY BE OBTAINED FROM TCEQ AT www.TCEQ.state.tx.us/nav/permits/wq_construction.html. A STORM WATER POLLUTION PREVENTION PLAN (SWP3) SHALL BE DEVELOPED AND IMPLEMENTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. QUESTIONS CONCERNING THESE REQUIREMENTS MAY BE ADDRESSED TO TCEQ SMALL BUSINESS LOCAL GOVERNMENT ASSISTANCE PROGRAM AT 800-447-2827.
3. ALL EXCAVATION GREATER THAN 5 FEET DEEP SHALL COMPLY WITH O.S.H.A. TRENCH SAFETY STANDARDS.
4. ALL MATERIAL FOR THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
5. CONTRACTOR SHALL CONTACT A REPRESENTATIVE FROM THE GAS COMPANIES A MINIMUM OF 48 HOURS BEFORE COMPLETING GAS LINE CROSSINGS.
6. NO CHANGE IN THE WORK PERFORMED SHALL BE AUTHORIZED WITHOUT APPROVAL OF THE ENGINEER.
7. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER THE APPLICABLE PERMITS, LAWS, AND REGULATIONS.
8. CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING LANDSCAPING ON PRIVATE PROPERTY. EXISTING LANDSCAPING SHALL BE REPAIRED TO ITS ORIGINAL CONDITION INCLUDING THE REPLACEMENT OF EXISTING LAWN AREAS WITH THE SAME TYPE OF LAWN AS WAS REMOVED.
9. ALL ABOVE GROUND STRUCTURES SHALL BE PROTECTED BY THE CONTRACTOR FROM DAMAGE DURING THE CONSTRUCTION PROCESS. ANY DAMAGE DONE ON PRIVATE PROPERTY SHALL BE REPLACED OR REPAIRED TO ORIGINAL OR BETTER CONDITIONS.
10. CONTRACTOR SHALL KEEP THE JOB SITE CLEAN AND FREE OF DEBRIS DURING CONSTRUCTION.
11. EXISTING AND PROPOSED GRADE SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AND ADJUST PROPOSED FACILITIES AS NECESSARY, AT NO SEPARATE PAY.
12. THE CITY RESERVES THE RIGHT TO WITHHOLD PAYMENT IF THE CONTRACTOR FAILS TO FOLLOW THE ABOVE GENERAL CONSTRUCTION GUIDELINES.

WATER LINE CONSTRUCTION NOTES:

1. ALL MATERIAL INSTALLATION SHALL FULLY COMPLY WITH TAC TCEQ CHAPTER 290 FOR NO EXTRA PAYMENT. CHAPTER 290 REQUIREMENTS SHALL TAKE PRIORITY OVER ALL OTHER SPECIFICATIONS, PLANS AND CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL FULLY COMPLY WITH ALL TCEQ REGULATIONS PERTAINING TO SEPARATION DISTANCES AS DESCRIBED IN SECTION 290.44 OF THE TAC.
3. NO EXTRA PAYMENT WILL BE MADE FOR SPECIAL PROVISIONS REQUIRED TO MEET TCEQ REGULATIONS WHEN WATER & SEWER LINES CROSS OR WHEN THEY ARE LAID PARALLEL PER DETAILS & PER TCEQ REGS.
4. ALL PIPE AND ACCESSORIES SHALL BE LAID, JOINTED, TESTED FOR DEFECTS AND LEAKAGE WITH PRESSURE, AND DISINFECTED ACCORDING TO AWWA CM651-14. CONTRACTOR SHALL MAINTAIN APPROPRIATE BACK FLOW PREVENTION ACCORDING TO AWWA C651-14 SECTION 4.8.9.
5. VERTICAL DEFLECTION OF PIPE SHALL BE ACCOMPLISHED THROUGH JOINT DEFLECTION AND SHALL BE PER MANUFACTURER'S RECOMMENDATIONS, BUT NO MORE THAN 4" OFFSET PER 20' JOINT OF PIPE.
6. HORIZONTAL CURVILINEAR ALIGNMENT SHALL BE ACCOMPLISHED USING JOINT DEFLECTION AND SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
7. FOR CONNECTIONS TO EXISTING WATER LINES, CONTRACTOR SHALL INSTALL FITTINGS AS NECESSARY FOR TIE-INS BOTH HORIZONTAL AND VERTICAL, AT NO SEPARATE PAY. ALL NECESSARY FITTINGS MAY NOT BE SHOWN ON THE PLANS.
8. FOR ALL ABANDONED VALVES REMOVE VALVE BOXES, FILL VALVE BOX WITH BEDDING MATERIAL AND REPAIR PAVEMENT.
9. CONTRACTOR SHALL SPRAY ALL FITTINGS, SADDLES, CORP STOPS, ETC WITH BLEACH SOLUTION AS FOLLOWS: 1 GAL BLEACH / 4 GALLON POTABLE WATER.
10. TO BE ELIGIBLE TO BID, THE BIDDER MUST HAVE BEEN A UTILITY CONTRACTOR FOR AT LEAST 5 YEARS AND BE A TEXAS LICENSED UTILITY CONTRACTOR.
11. A TEXAS LICENSED WATER OPERATOR (WITH A MINIMUM OF A "C" LICENSE) HAS TO BE IN CHARGE OF FLUSHING, SERVICE CONNECTIONS, AND COLLECTION OF BACTERIOLOGICAL SAMPLES.
12. CONTRACTOR SHALL LOCATE AND RECONNECT ALL EXISTING WATER SERVICES AFFECTED BY THE PROJECT, WHETHER SHOWN ON THESE PLANS OR NOT.
13. PROPOSED WATER LINE SHALL BE INSTALLED BELOW EXISTING WATER LINES AT ALL WATER LINE CROSSINGS WITH A MINIMUM OF 1' CLEARANCE.
14. ALL EXISTING WATER LINES AND GAS LINES ARE ASSUMED TO HAVE MINIMUM DEPTH OF 3'. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LINE DEPTHS PRIOR TO CROSSING..
15. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOURS NOTICE TO CITY PRIOR TO SHUTTING OFF WATER TO CUSTOMERS. CONTRACTOR SHALL PROVIDE MINIMUM OF 24 HOUR NOTICE TO WATER CUSTOMERS THAT THEY WILL HAVE WATER CUTOFF. CONTRACTOR SHALL PROVIDE "DOOR HANGERS" AT ALL RESIDENCES OF AFFECTED CUSTOMERS.
16. ALL VALVES LOCATED ON EXISTING WATER LINES SHALL ONLY BE OPERATED BY CITY PERSONNEL.
17. ONLY ONE RAW WATER LINE MAY BE TAKEN OUT OF SERVICE AT A TIME.
18. THE CITY RESERVES THE RIGHT TO WITHHOLD PAYMENT IF THE CONTRACTOR FAILS TO FOLLOW THE WATER LINE CONSTRUCTION GUIDELINES.

SEWER LINE CONSTRUCTION NOTES:

1. ALL EXISTING MANHOLES TO BE ABANDONED SHALL BE PER THE STANDARD DETAIL.
2. CONTRACTOR SHALL LOCATE AND RECONNECT ALL EXISTING SEWER SERVICES AFFECTED BY THE PROJECT, WHETHER SHOWN ON THESE PLANS OR NOT.
3. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING MANHOLE LOCATIONS, INVERTS, SEWER LINE LOCATIONS, ELEVATIONS, AND SLOPES. CONTRACTOR SHALL FIELD TEST ALL NEW MANHOLES AND CONNECTIONS TO EXISTING SEWER LINES.

SURVEY CONTROL NOTES:

1. ALL PROJECT BEARINGS, DISTANCES, AND GRID COORDINATES SHOWN HEREON (UNLESS OTHERWISE NOTED) ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83(2011)/NAVD 88, GEOID MODEL 12B AS DETERMINED FROM SURVEY OBSERVATIONS, AND VERIFIED ON EXISTING/PROVIDED TXDOT CONTROL POINTS.
2. TO CONVERT DISTANCES AND/OR GRID COORDINATES TO SURFACE COORDINATE VALUE, MULTIPLY EACH BY THE COMBINED SCALE FACTOR OF THE PROJECT AREA (PROVIDED BY TXDOT), WHICH IS 1.000154857.
3. UNITS ARE IN U.S. SURVEY FEET.

PAVEMENT REPAIR CONSTRUCTION NOTES:

1. PAVEMENT REPAIR SHALL INCLUDE 12" OF BASE MATERIAL COMPACTED TO 98% SP ± 2% OM AND 2" OF TYPE "D" HMAC.
2. ALL EXISTING ASPHALT AND CONCRETE SURFACES SHALL BE CLEANLY SAW CUT WITH STRAIGHT LINES.
3. PAYMENT FOR PAVEMENT REPAIR WILL BE RELEASED AFTER THE FOLLOWING ITEMS HAVE BEEN COMPLETED:
   - 3.1. INSTALLATION OF NEW ASPHALT OR CONCRETE
   - 3.2. SWEEPING OF PAVEMENT
   - 3.3. INSTALLATION OF PAVEMENT MARKINGS (STRIPING, REFLECTIVE BUTTONS, ETC.)
   - 3.4. INSPECTION BY OWNER'S REPRESENTATIVE
   - 3.5. PASSING COMPACTION TEST
   - 3.6. IF PAVEMENT REPAIR IS ITEMIZED IN THE BID SCHEDULE (BASE MATERIAL, TYPE B HMAC, TYPE D HMAC, ETC.) THEN CONTRACTOR MAY REQUEST PAYMENT FOR EACH COMPLETED ITEM. HOWEVER, PAYMENT FOR FINAL SURFACE COURSE SHALL NOT BE APPROVED UNTIL ALL OF THE ABOVE REQUIREMENTS ARE MET.
4. FULL PAVEMENT REPAIR SHALL BE COMPLETED IMMEDIATELY FOLLOWING THE COMPLETION OF THE WATER LINE INSTALLATION AND AT NO TIME SHALL MORE THAN TWO BLOCKS OR 500 LF (WHICHEVER IS SHORTER) OF COMPLETED WATER LINE BE LEFT WITH AN UNPAVED DITCH LINE.
5. WHERE PROPOSED WATER LINE IS INSTALLED PARALLEL TO CURB & GUTTER, PAVEMENT REPAIR SHALL ABUT EDGE OF CURB & GUTTER.
6. ASPHALT PAVEMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ITEM 340 OF THE CITY OF ABILENE'S STANDARD SPECIFICATIONS.
7. THE CITY RESERVES THE RIGHT TO WITHHOLD PAYMENT IF THE CONTRACTOR FAILS TO FOLLOW THE PAVEMENT REPAIR GUIDELINES.

TRAFFIC CONTROL NOTES:

1. ALL TRAFFIC CONTROL SHALL COMPLY WITH SECTION 12 OF THE GENERAL CONDITIONS AND SPECIFICATION SECTION 502 OF THE CITY OF ABILENE STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN, PRIOR TO CONSTRUCTION, FOR REVIEW AND APPROVAL BY THE ENGINEER. ANY DEVIATIONS FROM THE APPROVED TRAFFIC CONTROL PLAN SHALL BE SUBMITTED IN WRITING AND REVIEWED BY THE ENGINEER BEFORE APPROVAL.
3. WORK SHALL BE CONDUCTED IN A WAY AS TO MINIMIZE INTERFERENCE WITH TRAFFIC. CONTRACTOR SHALL PROVIDE ADVANCED WARNING CONSTRUCTION SIGNING AND TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS LOCATED AT THE START OF CONSTRUCTION. ALL SIGNING AND BARRICADES PROVIDED SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TXMUTCD).
4. TRAFFIC CONTROL SHALL NOT BE PUT IN PLACE MORE THAN ONE DAY PRIOR TO START OF CONSTRUCTION.
5. TRAFFIC CONTROL SHALL BE PHASED SO THAT ROAD CLOSURES ARE LIMITED TO ONE WEEK UNLESS AUTHORIZED BY THE CITY TO BE LONGER.
6. IF ACCESS TO PRIVATE OR PUBLIC PROPERTY MUST BE DISRUPTED BY AN EXCAVATION, THE EXCAVATION SHALL BE BACKFILLED OR COVERED WITH STEEL PLATES TO RESTORE ACCESS IMMEDIATELY AFTER PIPE INSTALLATION AND NO LATER THAN THE END OF EACH WORKING DAY.
7. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL DURING THE ENTIRE CONSTRUCTION PERIOD.
8. THE CITY RESERVES THE RIGHT TO WITHHOLD PAYMENT IF THE CONTRACTOR FAILS TO FOLLOW THE GUIDELINES FOR TRAFFIC CONTROL.

ASBESTOS CEMENT REMOVAL NOTES:

1. THE CONTRACTOR SHALL UNCOVER, DISLODGE, HANDLE, REMOVE, TRANSPORT, AND DISPOSE OF ALL AC PIPE USING THE WET TECHNIQUE PROCEDURE. ALL WORK SHALL BE COMPLETED UNDER THE SUPERVISION OF A PERSON WHO HAS ATTENDED THE ASBESTOS CONTRACTOR SUPERVISOR TRAINING.
2. THE CONTRACTOR SHALL NOT USE PROCEDURES THAT SUBJECT THE AC PIPE TO FORCES THAT WILL CRUMBLE, PULVERIZE, OR REDUCE TO POWDER THE AC PIPE. THE FOLLOWING WORK PRACTICES SHALL NOT BE USED FOR WORK RELATED TO AC PIPE OR FOR WORK WHICH DISTURBS ACM:

A. HIGH-SPEED ABRASIVE DISC SAWS AND SANDERS NOT EQUIPPED WITH POINT OF CUT VENTILATOR OR ENCLOSURES WITH HEPA FILTERED EXHAUST AIR;
B. CARBIDE-TIPPED CUTTING BLADES;
C. ELECTRICAL DRILLS, CHISELS, AND RASPS USED TO MAKE CONNECTIONS TO AC PIPE:
D. SHELL CUTTERS USED TO CUT ENTRY HOLES IN AC PIPES;
E. A HAMMER AND CHISEL WITHOUT USING WET TECHNIQUES TO REMOVE PIPE CONNECTIONS;
F. COMPRESSED AIR USED TO REMOVE ASBESTOS OR MATERIAL CONTAINING ASBESTOS.

3. THE PIPE SHALL BE EXCAVATED IN THE FOLLOWING MANNER:

A. EXCAVATE TO WITHIN 3 INCHES OF THE SECTION OF AC PIPE TO BE REPLACED/REMOVED.
B. ONCE THE PIPE IS LOCATED, EXCAVATE ON BOTH SIDES OF THE PIPE TO EXPOSE THE COLLARS AND PIPE. DIG THE EARTH FROM AROUND THE COLLARS BY HAND TO CREATE A CLEARANCE SPACE COMPLETELY AROUND THE COLLAR. DO NOT SCRAPE OR ABRADE THE PIPE WITH THE EXCAVATION DEVICES.
C. SET UP PUMPS TO EVACUATE ANY RESIDUAL WATER WHEN THE AC PIPE IS DISLODGED.

4. THE WET METHOD USE SHALL BE CONDUCTED IN THE FOLLOWING MANNER:

A. MAKE THE AMENDED WATER SOLUTION BY MIXING 1 OUNCE OF LIQUID DISHWASHING DETERGENT WITH 2 TO 3 GALLONS OF WATER IN A 2 TO 3-GALLON MIST SPRAYER.
B. WET EACH PORTION OF THE PIPE, NORMALLY JUST THE COLLAR, TO BE REMOVED WITH THE WATER/SOAP SOLUTION.
C. USE THE MIST SPRAYER TO PRODUCE A "MIST" APPLICATION AND CONTINUOUSLY WET THE COLLARS THROUGHOUT THE WRAPPING, CRACKING, AND REMOVAL PROCESS.

5. CRACKING AC PIPE COLLARS IS APPROVED AS FOLLOWS:

A. WRAP THE COLLAR WITH WET TOWELS
B. USE THE FLAT HEAD END OF A SLEDGEHAMMER TO CRACK THE COLLAR
C. PUT ALL PIECES OF ACM INTO A 6-MIL POLYETHYLENE WASTE BAG.

6. REMOVAL OF THE AC FROM THE TRENCH SHALL PROCEED AS FOLLOWS:

A. PIPE IN THE TRENCH SHALL BE LIFTED OUT OF THE TRENCHING USING ONLY NYLON SLINGS
B. WASTE BAGS FROM THE TRENCH SHALL BE LIFTED OUT OF THE TRENCH.

7. AC PIPE TRANSFER AND DISPOSAL SHALL CONSIST OF THE FOLLOWING:

A. IF A ROLL-OFF OR OTHER TYPE DISPOSAL CONTAINER IS USED, PLACE THE PIPE IN THE ROLL-OFF CONTAINER USING METHODS THAT DO NOT DAMAGE THE PIPE
B. AC PIPE SHALL BE TRANSPORTED TO AN APPROVED AC WASTE LANDFILL WITH THE MANIFESTS BEING GENERATED AT THE TIME OF TRANSFER.

8. IN THE EVENT AC PIPE IS SCRAPED, PUNCTURED OR BROKEN DURING THE EXCAVATION, REMOVAL OR TRANSPORT OF THE AC PIPE THE METHOD OF CONTAINMENT FOR SCRAPPED, PUNCTURED OR BROKEN PIECES OF AC PIPE SHALL BE AS FOLLOWS:

A. ALL AC PIPE THAT IS SCRAPED, PUNCTURED OR BROKEN SHALL BE WETTED USING THE ABOVE REFERENCED WETTING METHOD.
B. ALL AC PIPE THAT IS SCRAPED, PUNCTURED OR BROKEN SHALL THEN BE EITHER WRAPPED WITH TWO LAYERS OF 6-MIL POLYETHYLENE SHEETING OR DOUBLE BAGGED IN 6-MIL POLYETHYLENE WASTE BAGS.

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

CONSTRUCTION NOTES 1

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE N/A

SEQ. 03 / 45 | SHEET 03

Plot Date: 7/11/2025 8:02 PM
Plotted by: tristan king
Save Time: 6/20/2025 9:22 AM
Saved By: tking
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\04 CONSTRUCTION NOTES 2.dwg

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].
3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].
5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATERLINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].
11. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.

    O THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

    $$Q = \frac{LD\sqrt{P}}{148{,}000}$$

    WHERE:

    - Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    - L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    - D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    - P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)

    O THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

    $$L = \frac{SD\sqrt{P}}{148{,}000}$$

    WHERE:

    - L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    - S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    - D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    - P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)
12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].
14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.
19. PURSUANT TO 30 TAC §290.44(F)(1), THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
20. PURSUANT TO 30 TAC §290.44(F)(2), WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED.
21. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C-651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER, IN ACCORDANCE WITH 30 TAC §290.44(F)(3).

SEWER COLLECTION SYSTEM CONSTRUCTION NOTES:

1. THIS ORGANIZED SEWAGE COLLECTION SYSTEM (SCS) MUST BE CONSTRUCTED IN ACCORDANCE WITH 30 TEXAS ADMINISTRATIVE CODE (TAC) §217(C), AND ANY LOCAL GOVERNMENT STANDARD SPECIFICATIONS.
2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
3. SEWER LINES LOCATED WITHIN OR CROSSING THE 5-YEAR FLOODPLAIN OF A DRAINAGE WAY WILL BE PROTECTED FROM INUNDATION AND STREAM VELOCITIES WHICH COULD CAUSE EROSION AND SCOURING OF BACKFILL. THE TRENCH MUST BE CAPPED WITH CONCRETE TO PREVENT SCOURING OF BACKFILL, OR THE SEWER LINES MUST BE ENCASED IN CONCRETE. ALL CONCRETE SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES.
4. BLASTING PROCEDURES FOR PROTECTION OF EXISTING SEWER LINES AND OTHER UTILITIES WILL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION CRITERIA. SAND IS NOT ALLOWED AS BEDDING OR BACKFILL IN TRENCHES THAT HAVE BEEN BLASTED. IF ANY EXISTING SEWER LINES ARE DAMAGED, THE LINES MUST BE REPAIRED AND RETESTED.
5. ALL MANHOLES CONSTRUCTED OR REHABILITATED ON THIS PROJECT MUST HAVE WATERTIGHT SIZE ON SIZE RESILIENT CONNECTORS ALLOWING FOR DIFFERENTIAL SETTLEMENT. IF MANHOLES ARE CONSTRUCTED WITHIN THE 100-YEAR FLOODPLAIN, THE COVER MUST HAVE A GASKET AND BE BOLTED TO THE RING. WHERE GASKETED MANHOLE COVERS ARE REQUIRED FOR MORE THAN THREE MANHOLES IN SEQUENCE OR FOR MORE THAN 1500 FEET, ALTERNATE MEANS OF VENTING WILL BE PROVIDED. BRICKS ARE NOT AN ACCEPTABLE CONSTRUCTION MATERIAL FOR ANY PORTION OF THE MANHOLE. THE DIAMETER OF THE MANHOLES MUST BE A MINIMUM OF FOUR FEET AND THE MANHOLE FOR ENTRY MUST HAVE A MINIMUM CLEAR OPENING DIAMETER OF 30 INCHES. THESE DIMENSIONS AND OTHER DETAILS SHOWING COMPLIANCE WITH THE COMMISSION'S RULES CONCERNING MANHOLES AND SEWER LINE/MANHOLE INVERTS DESCRIBED IN 30 TAC §217.55 ARE INCLUDED ON THE PLAN SHEETS. IT IS SUGGESTED THAT ENTRANCE INTO MANHOLES IN EXCESS OF FOUR FEET DEEP BE ACCOMPLISHED BY MEANS OF A PORTABLE LADDER. THE INCLUSION OF STEPS IN A MANHOLE IS PROHIBITED.
6. WHERE WATER LINES AND NEW SEWER LINE ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC §217.53(D) (PIPE DESIGN) AND 30 TAC §290.44(E) (WATER DISTRIBUTION).
7. WHERE SEWERS LINES DEVIATE FROM STRAIGHT ALIGNMENT AND UNIFORM GRADE ALL CURVATURE OF SEWER PIPE SHALL COMPLY WITH MAXIMUM ALLOWABLE CURVATURE RECOMMENDED BY THE PIPE MANUFACTURER.
8. NEW SEWAGE COLLECTION SYSTEM LINES MUST BE CONSTRUCTED WITH STUB OUTS FOR THE CONNECTION OF ANTICIPATED EXTENSIONS. THE LOCATION OF SUCH STUB OUTS MUST BE MARKED ON THE GROUND SUCH THAT THEIR LOCATION CAN BE EASILY DETERMINED AT THE TIME OF CONNECTION OF THE EXTENSIONS. SUCH STUB OUTS MUST BE MANUFACTURED WYES OR TEES THAT ARE COMPATIBLE IN SIZE AND MATERIAL WITH BOTH THE SEWER LINE AND THE EXTENSION. AT THE TIME OF ORIGINAL CONSTRUCTION, NEW STUB-OUTS MUST BE CONSTRUCTED SUFFICIENTLY TO EXTEND BEYOND THE END OF THE STREET PAVEMENT. ALL STUB-OUTS MUST BE SEALED WITH A MANUFACTURED CAP TO PREVENT LEAKAGE. EXTENSIONS THAT WERE NOT ANTICIPATED AT THE TIME OF ORIGINAL CONSTRUCTION OR THAT ARE TO BE CONNECTED TO AN EXISTING SEWER LINE NOT FURNISHED WITH STUB OUTS MUST BE CONNECTED USING A MANUFACTURED SADDLE AND IN ACCORDANCE WITH ACCEPTED PLUMBING TECHNIQUES. IF NO STUB-OUT IS PRESENT AN ALTERNATE METHOD OF JOINING LATERALS WILL BE USED. THE PRIVATE SERVICE LATERAL STUB-OUTS MUST BE INSTALLED AS SHOWN ON THE PLAN SHEETS AND MARKED AFTER BACKFILLING AS SHOWN IN THE DETAILS.
9. TRENCHING, BEDDING AND BACKFILL MUST CONFORM WITH 30 TAC §217.54. THE BEDDING AND BACKFILL FOR FLEXIBLE PIPE MUST COMPLY WITH THE STANDARDS OF ASTM D-2321, CLASSES IA, IB, II OR III. RIGID PIPE BEDDING MUST COMPLY WITH THE REQUIREMENTS OF ASTM C 12 (ANSI A 106.2) CLASSES A, B OR C.
10. SEWER LINES MUST BE TESTED FROM MANHOLE TO MANHOLE. WHEN A NEW SEWER LINE IS CONNECTED TO AN EXISTING STUB OR CLEAN-OUT, IT MUST BE TESTED FROM EXISTING MANHOLE TO NEW MANHOLE. IF A STUB OR CLEAN-OUT IS USED AT THE END OF THE PROPOSED SEWER LINE, NO PRIVATE SERVICE ATTACHMENTS MAY BE CONNECTED BETWEEN THE LAST MANHOLE AND THE CLEANOUT UNLESS IT CAN BE CERTIFIED AS CONFORMING WITH THE PROVISIONS OF 30 TAC §217.
11. ALL SEWER LINES MUST BE TESTED IN ACCORDANCE WITH 30 TAC §217.57. THE ENGINEER MUST RETAIN COPIES OF ALL TEST RESULTS WHICH MUST BE MADE AVAILABLE TO THE EXECUTIVE DIRECTOR UPON REQUEST. THE ENGINEER MUST CERTIFY IN WRITING THAT ALL WASTEWATER LINES HAVE PASSED ALL REQUIRED TESTING TO THE APPROPRIATE REGIONAL OFFICE WITHIN 30 DAYS OF TEST COMPLETION AND PRIOR TO USE OF THE NEW COLLECTION SYSTEM. TESTING METHOD WILL BE PER SPECIFICATION 33 01 02.
12. ALL MANHOLES MUST BE TESTED TO MEET OR EXCEED THE REQUIREMENTS OF 30 TAC §217.58.
    (A) ALL MANHOLES MUST PASS A LEAKAGE TEST.
    (B) AN OWNER SHALL TEST EACH MANHOLE (AFTER ASSEMBLY AND BACKFILLING) FOR LEAKAGE, SEPARATE AND INDEPENDENT OF THE COLLECTION SYSTEM PIPES, BY HYDROSTATIC EXFILTRATION TESTING, VACUUM TESTING, OR OTHER METHOD APPROVED BY THE EXECUTIVE DIRECTOR.
        (1) HYDROSTATIC TESTING.
            (A) THE MAXIMUM LEAKAGE FOR HYDROSTATIC TESTING OR ANY ALTERNATIVE TEST METHODS IS 0.025 GALLONS PER FOOT DIAMETER PER FOOT OF MANHOLE DEPTH PER HOUR.
            (B) TO PERFORM A HYDROSTATIC EXFILTRATION TEST, AN OWNER SHALL SEAL ALL WASTEWATER PIPES COMING INTO A MANHOLE WITH AN INTERNAL PIPE PLUG, FILL THE MANHOLE WITH WATER, AND MAINTAIN THE TEST FOR AT LEAST ONE HOUR.
            (C) A TEST FOR CONCRETE MANHOLES MAY USE A 24-HOUR WETTING PERIOD BEFORE TESTING TO ALLOW SATURATION OF THE CONCRETE.
        (2) VACUUM TESTING.
            (A) TO PERFORM A VACUUM TEST, AN OWNER SHALL PLUG ALL LIFT HOLES AND EXTERIOR JOINTS WITH A NON-SHRINK GROUT AND PLUG ALL PIPES ENTERING A MANHOLE.
            (B) NO GROUT MUST BE PLACED IN HORIZONTAL JOINTS BEFORE TESTING.
            (C) STUB-OUTS, MANHOLE BOOTS, AND PIPE PLUGS MUST BE SECURED TO PREVENT MOVEMENT WHILE A VACUUM IS DRAWN.
            (D) AN OWNER SHALL USE A MINIMUM 60 INCH/LB TORQUE WRENCH TO TIGHTEN THE EXTERNAL CLAMPS THAT SECURE A TEST COVER TO THE TOP OF A MANHOLE.
            (E) A TEST HEAD MUST BE PLACED AT THE INSIDE OF THE TOP OF A CONE SECTION, AND THE SEAL INFLATED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
            (F) THERE MUST BE A VACUUM OF 10 INCHES OF MERCURY INSIDE A MANHOLE TO PERFORM A VALID TEST.
            (G) A TEST DOES NOT BEGIN UNTIL AFTER THE VACUUM PUMP IS OFF.
            (H) A MANHOLE PASSES THE TEST IF AFTER 2.0 MINUTES AND WITH ALL VALVES CLOSED, THE VACUUM IS AT LEAST 9.0 INCHES OF MERCURY.
13. ALL PRIVATE SERVICE LATERALS MUST BE INSPECTED AND CERTIFIED IN ACCORDANCE WITH 30 TAC §213.5(C)(3)(I). AFTER INSTALLATION OF AND, PRIOR TO COVERING AND CONNECTING A PRIVATE SERVICE LATERAL TO AN EXISTING ORGANIZED SEWAGE COLLECTION SYSTEM, A TEXAS LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTERED SANITARIAN, OR APPROPRIATE CITY INSPECTOR MUST VISUALLY INSPECT THE PRIVATE SERVICE LATERAL AND THE CONNECTION TO THE SEWAGE COLLECTION SYSTEM, AND CERTIFY THAT IT IS CONSTRUCTED IN CONFORMITY WITH THE APPLICABLE PROVISIONS OF THIS SECTION. THE OWNER OF THE COLLECTION SYSTEM MUST MAINTAIN SUCH CERTIFICATIONS FOR FIVE YEARS AND FORWARD COPIES TO THE APPROPRIATE REGIONAL OFFICE UPON REQUEST. CONNECTIONS MAY ONLY BE MADE TO AN APPROVED SEWAGE COLLECTION SYSTEM.

CROSS-COUNTRY PIPELINE CONTRUCTION NOTES:

1. THE CONTRACTOR SHALL EXCAVATE THE TOP 12 INCHES OF TOPSOIL AND STOCKPILE IT SEPARATELY FROM THE GENERAL EXCAVATION. A SUITABLE VOLUME OF TOPSOIL SHALL BE EXCAVATED TO PLACE A MINIMUM OF 12 INCHES OF TOPSOIL OVER ALL EXCAVATED OR BACKFILLED AREAS. TOPSOIL IS NOT REQUIRED WHERE PAVEMENT, CONCRETE CAP, RIPRAP, OR OTHER FACILITIES ARE REQUIRED AT THE SURFACE. WHEN CROSSING CULTIVATED AREAS, DISC PLOW TOPSOIL; REMOVE ROCKS AND STOCKPILE FOR REPLACEMENT BEFORE PIPELINE EXCAVATION. EXCEPT WHERE NOTED, THE GROUND SHALL BE RETURNED TO THE ORIGINAL CONTOURS AFTER CONSTRUCTION. EXISTING TERRACES SHALL BE REPLACED AFTER CONSTRUCTION. DIVERSION DIKES MAY BE ADDED AS REQUIRED AFTER CONSTRUCTION TO PREVENT EROSION OF THE SURFACE. DIKES SHALL BE INSTALLED WHERE DESIGNATED BY THE ENGINEER, OWNER, OR INSPECTOR.
2. NO TREES MAY BE REMOVED OUTSIDE A 20' STRIP, CENTERED ON THE PIPELINE. TREES WITHIN THE 20' CONSTRUCTION AREA SHALL BE REMOVED AT NO SEPARATE PAY.
3. CLEARING AND ROOT GRUBBING SHALL BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING, STRINGING, AND LAYING OPERATIONS. BACKFILL, SURFACE RESTORATION, AND CLEAN-UP SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING HAS BEEN COMPLETED FOR THAT SECTION OF PIPELINE. THE CHIPPING OR STOCKPILING OF TREES MAY BE ALLOWED IF WRITTEN PERMISSION IS OBTAINED FROM THE LANDOWNER. THE PROJECT SHALL BE KEPT FREE FROM CONSTRUCTION TRASH AND LITTER AT ALL TIMES. FAILURE TO DO SO SHALL RESULT IN FINES OF $500.00 PER INCIDENT. THE CONTRACT SHALL BE REDUCED BY THE AMOUNT OF ALL FINES.
4. THE CONTRACTOR SHALL REMOVE ROCK FROM THE DISTURBED AREAS AT NO SEPARATE PAY.
5. THE CONTRACTOR IS NOT REQUIRED TO RE-SEED DISTURBED AREAS, EXCEPT AS REQUIRED BY TXDOT; HOWEVER, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COST.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

CONSTRUCTION NOTES 2

NO.	REVISION	DATE
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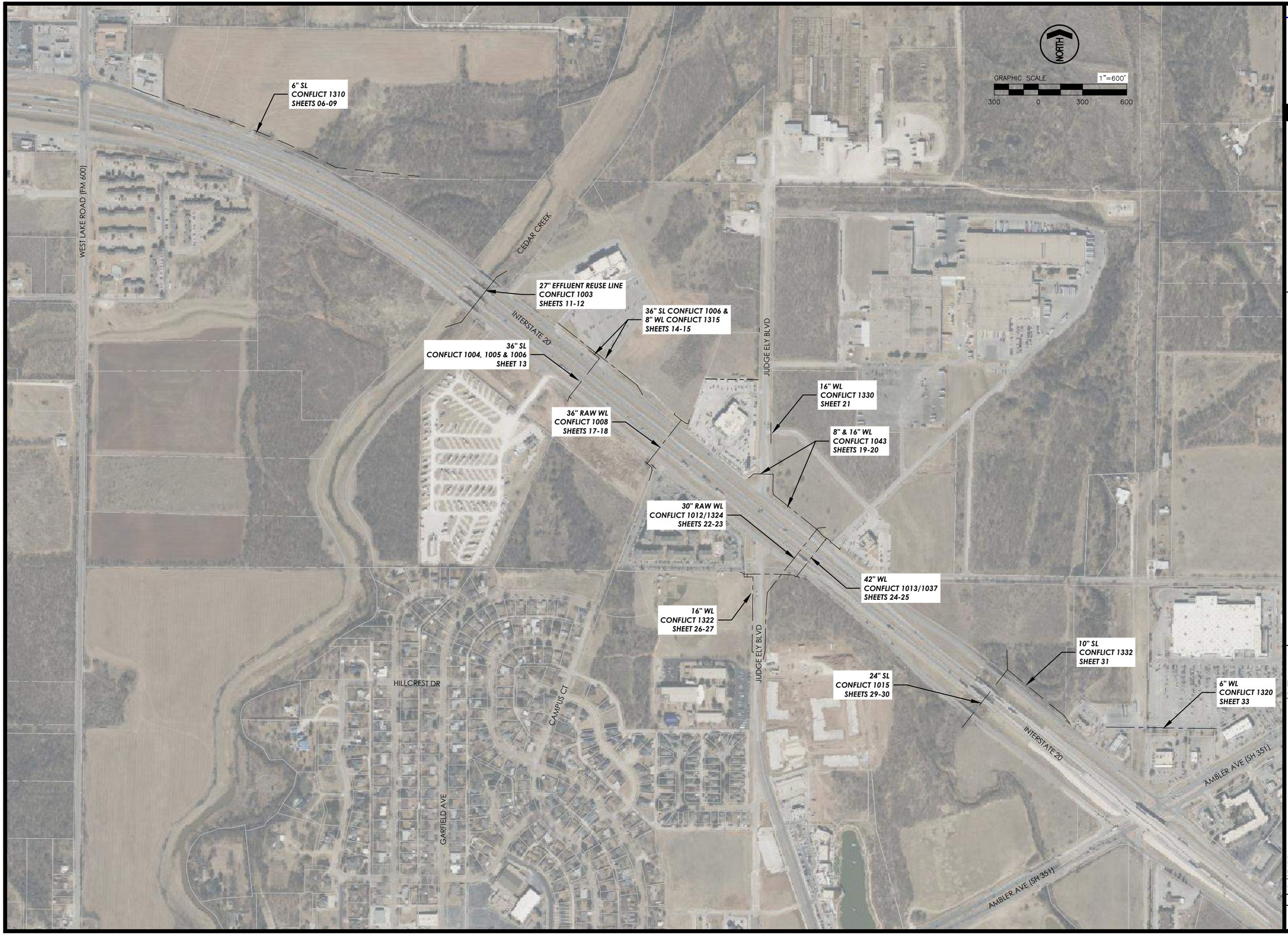
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE N/A

SEQ. 04 / 45 | SHEET 04



STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

SHEET INDEX

NO.	REVISION	DATE
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PROJECT # 24366 | SCALE 1"=600'

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

SEQ. 05/45 | SHEET 05

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EXISTING 6" SL (TO REMAIN)

MH-1 @ 0+00.00
DIA. = 4'
TOP = 1684.14
EX. 6" In = 1676.12 (N)
PROP. 6" Out = 1676.00 (SE)

MH-2 @ 0+77.16
DIA. = 4'
TOP = 1682.06
PROP. 6" In = 1674.40 (NW)
PROP. 6" Out = 1674.30 (E)

RAMSEY LEASING, INC.

OPEN CUT & REPAIR ASPHALT PAVEMENT PER SPECS (~365LF)

SET H-BRACE
REMOVE & REPLACE FENCE

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

City has existing easement. Sanitary sewer relocating into replacement easement.

PROPOSED TXDOT ROW

PROP. 6" SDR-35 PVC SSWR

EXISTING TXDOT ROW

PROP. 20' U.E.

EX. 20' U.E.

RAMSEY LEASING, INC.

CITY OF ABILENE

CUT & PLUG EX. PIPE OUTLET

ABANDON EX. MH PER DETAILS

REMOVE EX. 6" SL

REMOVE EX. MH

MH-E2
DIA. = 4'
TOP = 1684.34
EX. 6" In = 1675.87 (N)
EX. 6" Out = 1675.90 (E)

E OVERLAND TRL

MATCHLINE STA. 5+00
SEE SHEET 07

GRAPHIC SCALE 1"=40'
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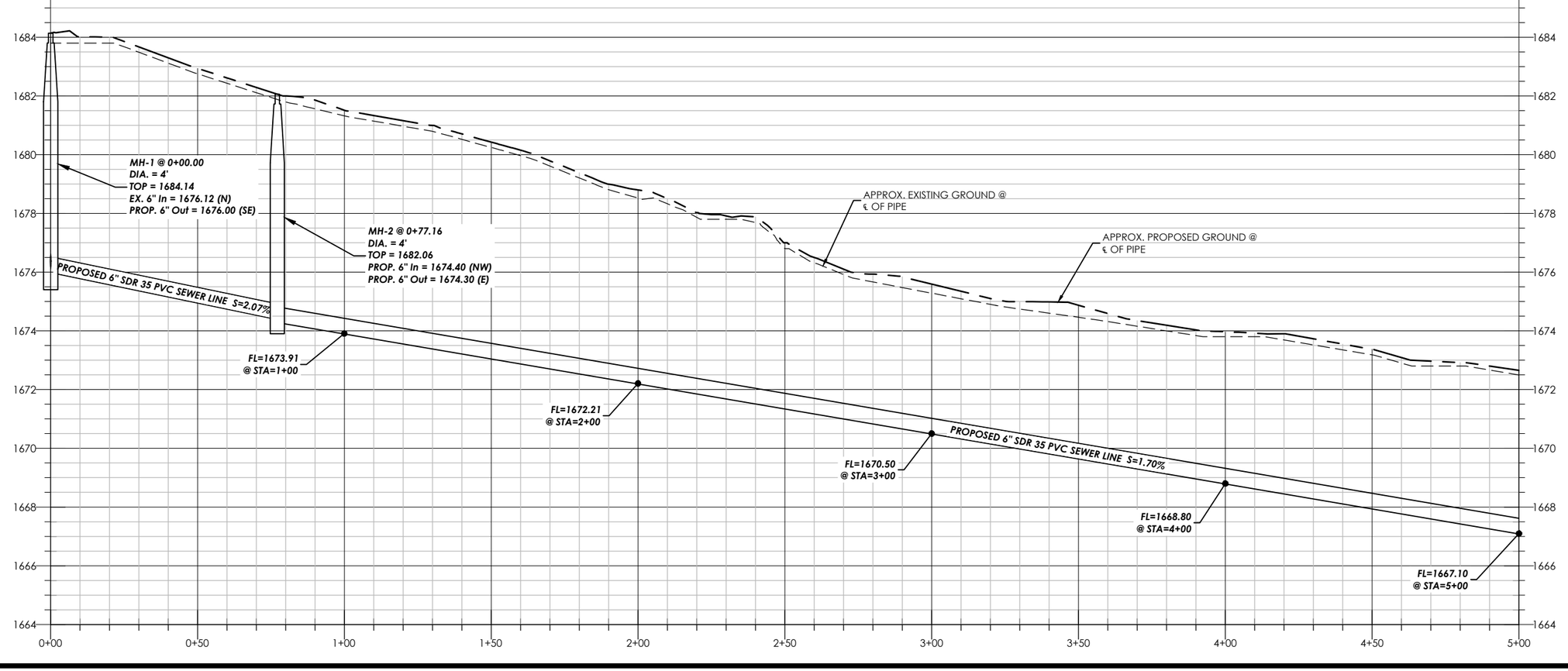
SCALE:
H:1"=40'
V:1"=4'



STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
6" SL CONFLICT 1310 P&P
STA. 0+00-5+00

NO.	REVISION	DATE

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

PROJECT # 24366
SCALE AS SHOWN

SEQ. 06/45
SHEET 06

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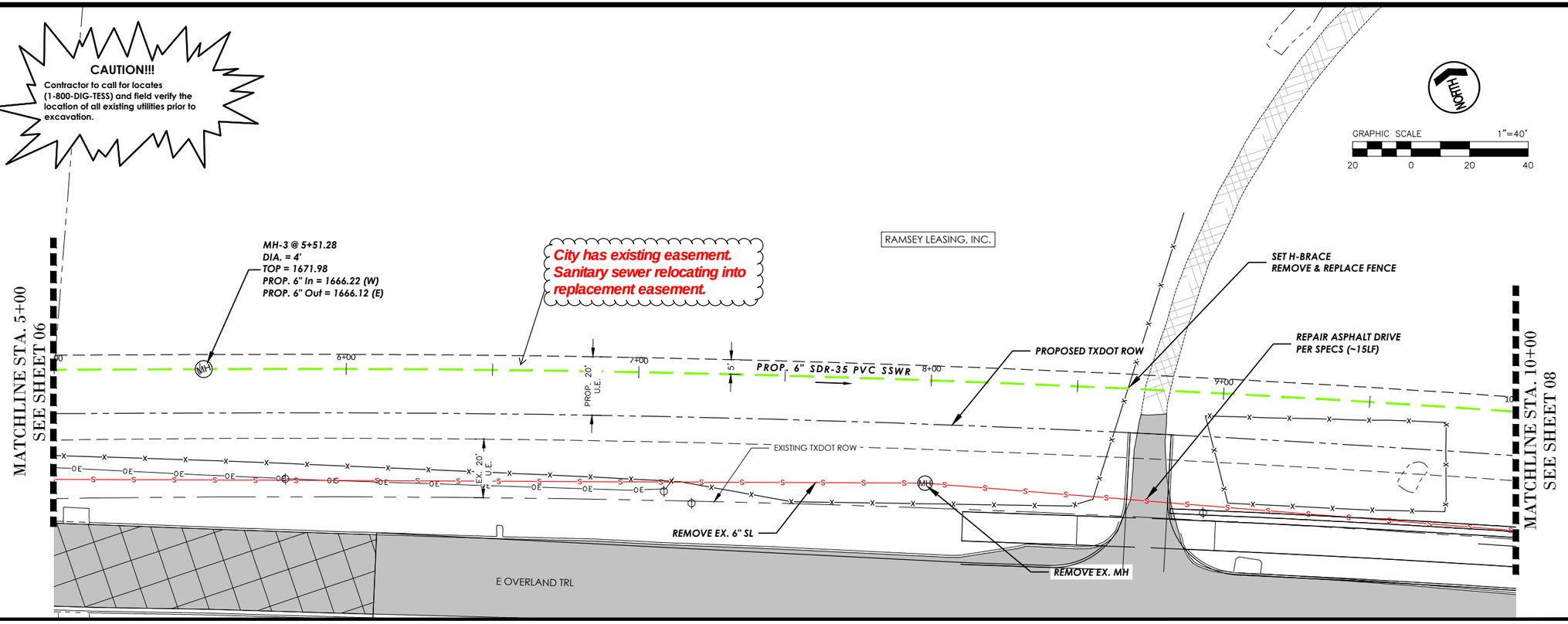
Save Time: 8/19/2025 4:22 PM
Plotted by: ethan byerly
Plot Date: 8/20/2025 8:25 AM

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.



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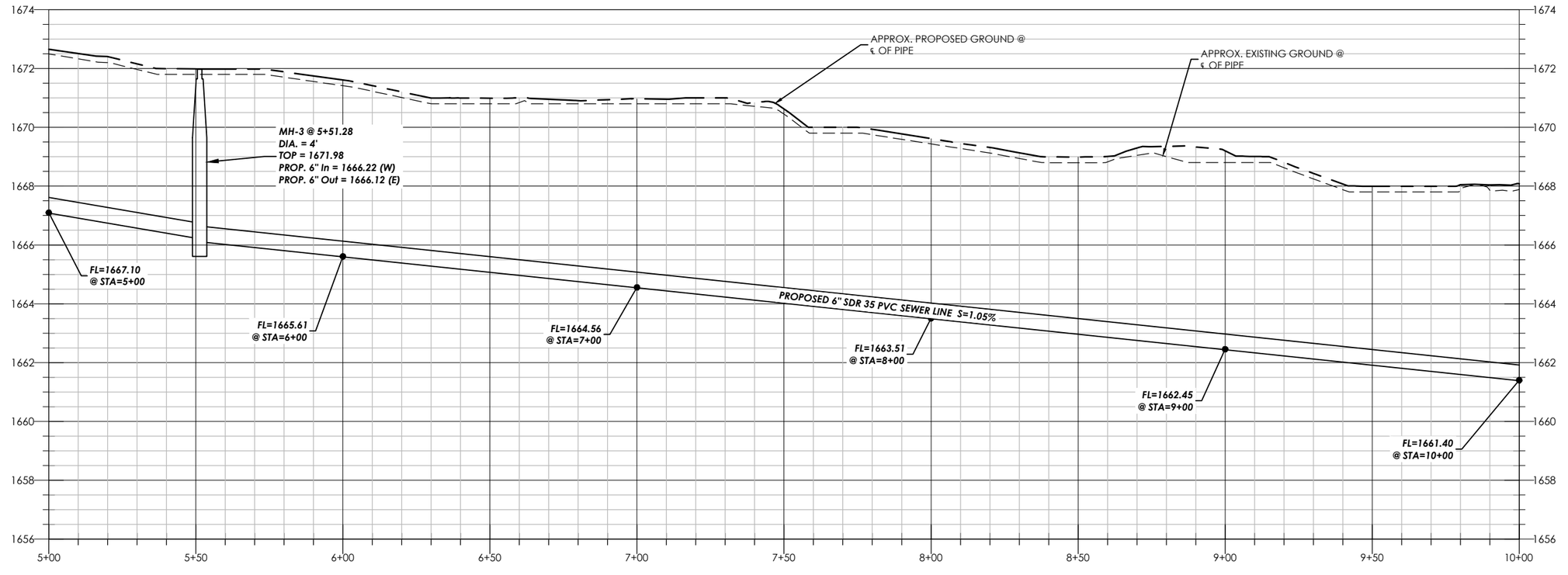
V:1"=4'



STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
LICENSED
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
6" SL CONFLICT 1310 P&P
STA. 5+00-10+00

NO.	REVISION	DATE

PROJECT # 24366
SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 07/45
SHEET 07

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

NOTE:
MH-4, MH-5, & MH-6 SHALL HAVE GASKETED BOLT DOWN LIDS

NORTH

GRAPHIC SCALE 1"=40'
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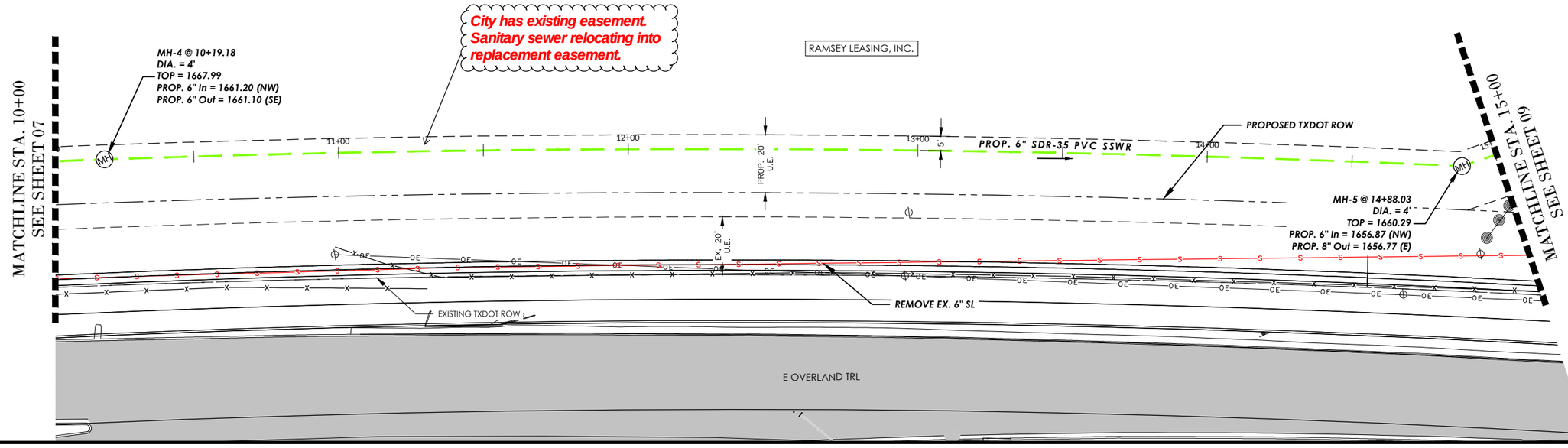

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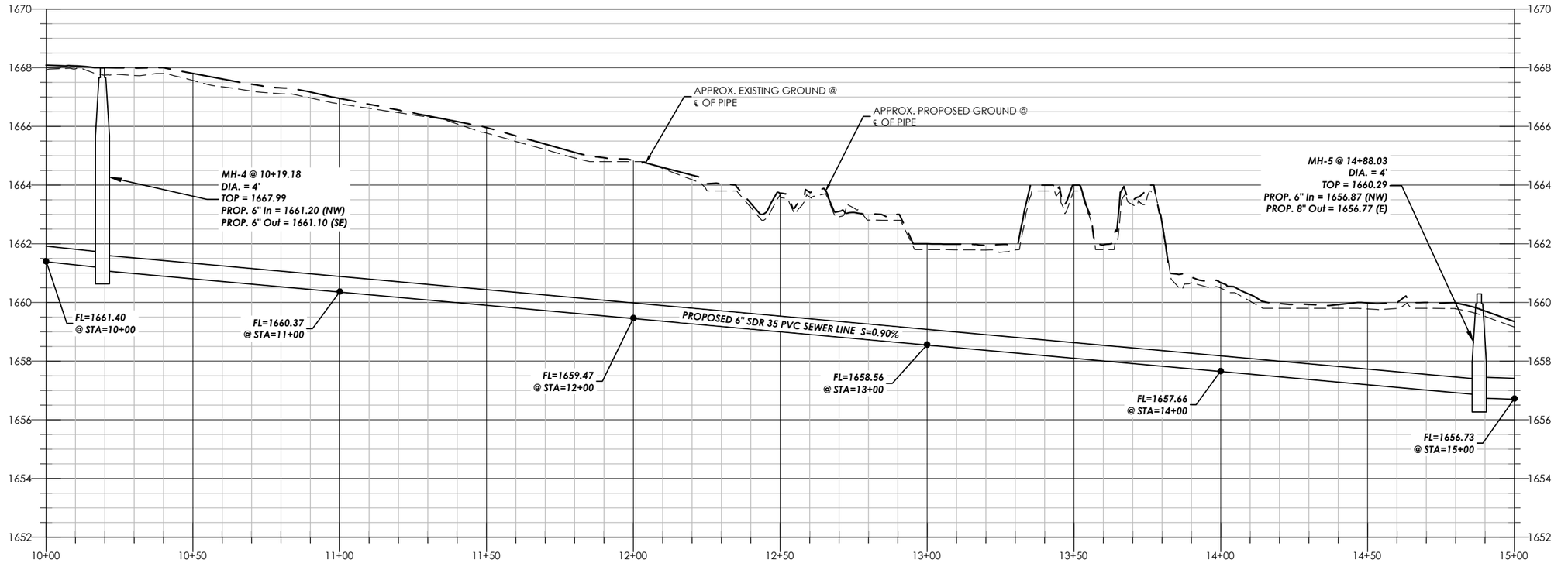

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
6" SL CONFLICT 1310 P&P
STA. 10+00-15+00

NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN

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

SEQ. 08 / 45 | SHEET 08

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CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

NOTE:
MH-4, MH-5, & MH-6 SHALL HAVE GASKETED BOLT DOWN LIDS

NORTH

GRAPHIC SCALE 1"=40'
20 0 20 40

RAMSEY LEASING, INC.

MATCHLINE STA. 15+00
SEE SHEET 08

MH-6 @ 17+70.24
DIA. = 4'
TOP = 1661.00
PROP. 8" In = 1655.81 (W)
PROP. 8" Out = 1655.71 (E)

Elected Betterment

MH-E6 @ 20+52.45
DIA. = 4'
TOP = 1661.09
PROP. 8" In = 1654.75 (W)
EX. 6" Out = 1654.61 (E)

16+00 17+00 18+00 19+00 20+00

PROP. 8" SDR-35 PVC SSWR

PROP. 20' U.E.

EX. 6" PVC SSWR

CONNECT TO EX. MH OUTLET ADJUST AS REQ'D

REMOVE EX. 6" SL

PROPOSED TXDOT ROW

SCALE:
H:1"=40'
V:1"=4'

1670 1668 1666 1664 1662 1660 1658 1656 1654 1652

MOUND EXCESS EXCAVATION TO PROVIDE MIN. 2' COVER DO NOT BLOCK DRAINAGE

MOUND EXCESS EXCAVATION TO PROVIDE MIN. 2' COVER DO NOT BLOCK DRAINAGE

APPROX. EXISTING GROUND @ ℄ OF PIPE

APPROX. PROPOSED GROUND @ ℄ OF PIPE

MH-6 @ 17+70.24
DIA. = 4'
TOP = 1661.00
PROP. 8" In = 1655.81 (W)
PROP. 8" Out = 1655.71 (E)

MH-E6 @ 20+52.45
DIA. = 4'
TOP = 1661.09
PROP. 8" In = 1654.75 (W)
EX. 6" Out = 1654.61 (E)

PROPOSED 8" SDR 35 PVC SEWER LINE S=0.34%

PROPOSED 8" SDR 35 PVC SEWER LINE S=0.34%

FL=1656.73 @ STA=15+00

FL=1656.39 @ STA=16+00

FL=1656.05 @ STA=17+00

FL=1655.61 @ STA=18+00

FL=1655.27 @ STA=19+00

FL=1654.93 @ STA=20+00

15+00 15+50 16+00 16+50 17+00 17+50 18+00 18+50 19+00 19+50 20+00 20+50 20+55

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

6" SL CONFLICT 1310 P&P
STA. 15+00-END

NO.	REVISION	DATE

PROJECT # 24366
SCALE AS SHOWN

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

SEQ. 09 / 45
SHEET 09

Plotted by: ethan byerly Plot Date: 8/20/2025 8:31 AM
Saved By: ebyerly Save Time: 7/7/2025 11:36 AM
X:\CI_Abilene\24366 – IH-20 TxDOT Utility Relocates – Abilene\Drafting_Plans_C_Civil\10 CONFLICT 1310 BYPASS PLAN.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

SEQUENCE OF CONSTRUCTION NOTES:

1. INSTALL SEWER LINE AND MANHOLES 2-6 AS SHOWN. SEWER LINE SHALL BE INSTALLED WITHIN 5' OF MH-1 & MH-E6.
2. TEST INSTALLED LINE AND MANHOLES.
3. BEGIN BYPASS PUMPING. CONNECT TO MH-E6.
4. RECONNECT EXISTING SERVICES TO NEW LINE.
5. INSTALL MH-1 ON EXISTING SEWER LINE.
6. TEST MH-1.
7. ABANDON/REMOVE EXISTING SEWER LINE, ABANDON/REMOVE EXISTING MANHOLES.

LEGEND

(MH) MH-E1	EXISTING MANHOLE
21"	EXISTING SEWER LINES
(MH) *MH-1*	PROPOSED MANHOLE
30"	PROPOSED SEWER LINE
	PROPOSED BYPASS PUMPING

NORTH

GRAPHIC SCALE 1"=200'
100 0 100 200

GENERAL GUIDELINES FOR BYPASS PUMPING:

THE FOLLOWING GUIDELINES FOR BYPASS PUMPING ARE PROVIDED TO THE CONTRACTOR. HOWEVER, THE CONTRACTOR SHALL BE ALLOWED TO DEVIATE FROM GUIDELINES WITH OWNER AND ENGINEER APPROVAL.

1. FOR CONNECTION TO MH-E6, ISOLATE MH-E6 BY PLUGGING OUTLET AT MH-E5 AND BYPASS PUMPING FROM MH-E5 TO MH-E7. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E7. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE. IF MH-E5 DOES NOT EXIST, PLUG OUTLET AT MH-E4 AND BYPASS PUMP FROM MH-E4 TO MH-E7.
2. FOR CONNECTION TO EXISTING 6" SL ADJACENT TO MH-1, INSTALL MANHOLE ON EXISTING LINE. ISOLATE MH-E2 BY PLUGGING OUTLET AT MH-E1 AND BYPASS PUMPING FROM MH-E1 TO MH-E2. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E2. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.

MH-E1
SEE BYPASS NOTE 2
MH-1
MH-2
MH-E2 (ABANDON)
MH-E3 (REMOVE)
MH-3
MH-E4 (REMOVE)
MH-4
PROPOSED SEWER LINE
MH-5
MH-6
MH-E6
MH-E7
SEE BYPASS NOTE 1
EXISTING SEWER LINE
MH-E5 (REMOVE) SEE NOTES
E OVERLAND TRL
I-20 WB
I-20 EB
E STAMFORD ST

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

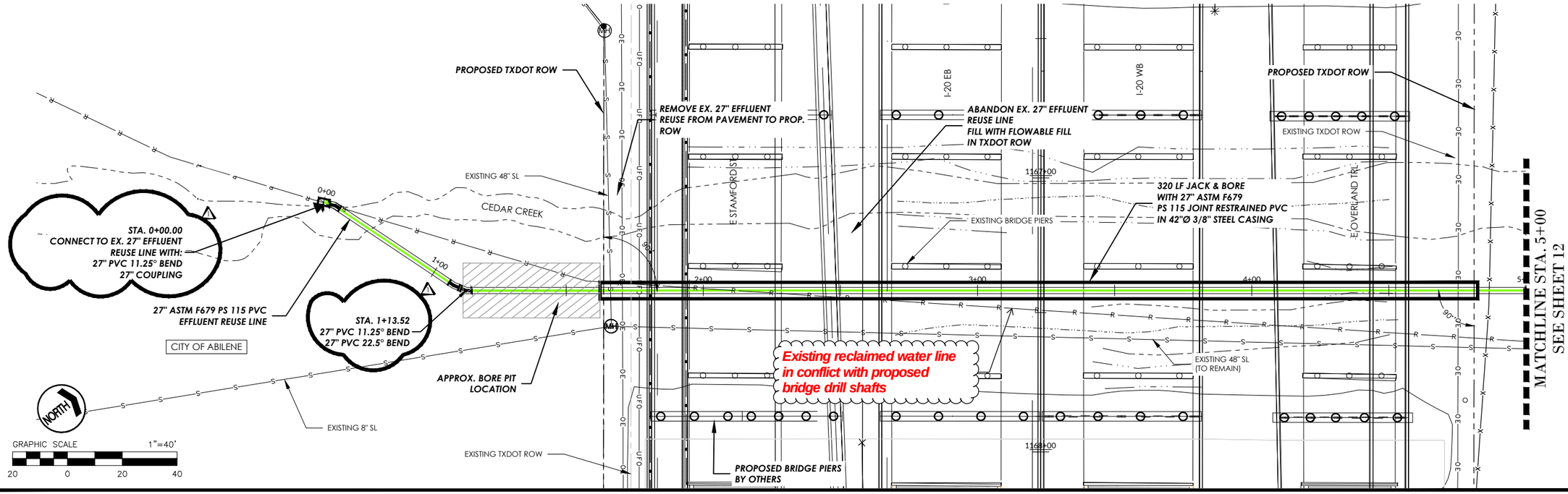
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
CONFLICT 1310 BYPASS PLAN

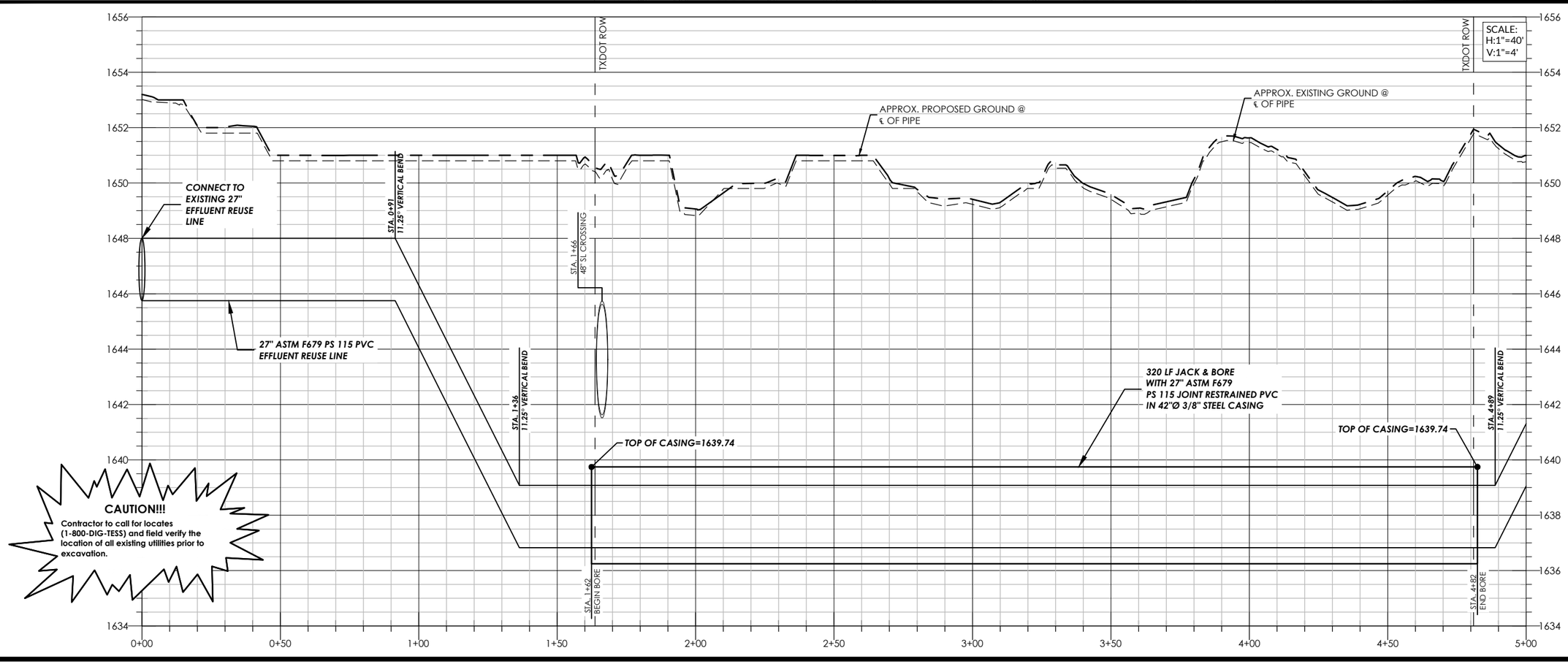
NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 10 / 45 | SHEET 10

Plot Date: 8/20/2025 8:33 AM
Plotted by: ethan byerly
Save Time: 7/18/2025 8:29 AM
Saved By: tking
X:\CI_Abilene\24366 – IH-20 TXDOT Utility Relocates – Abilene\Drafting_Plans_C_Civil\11 27" EFF. REUSE LINE CONFLICT 1003 P&P STA. 0+00–5+00.dwg





STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
27" EFF. REUSE LINE CONFLICT 1003 P&P
STA. 0+00-5+00

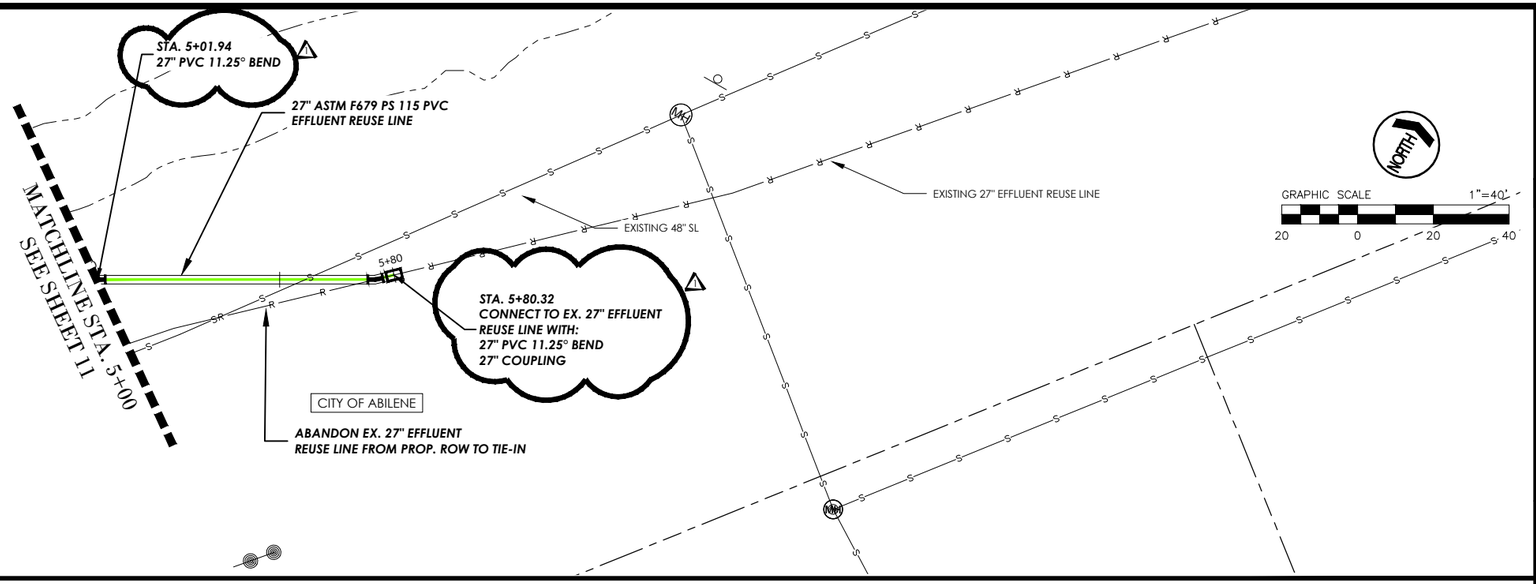
NO.	REVISION	DATE
1	CHANGE FITTINGS FROM EXM.I TO PVC	07/18/2025

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

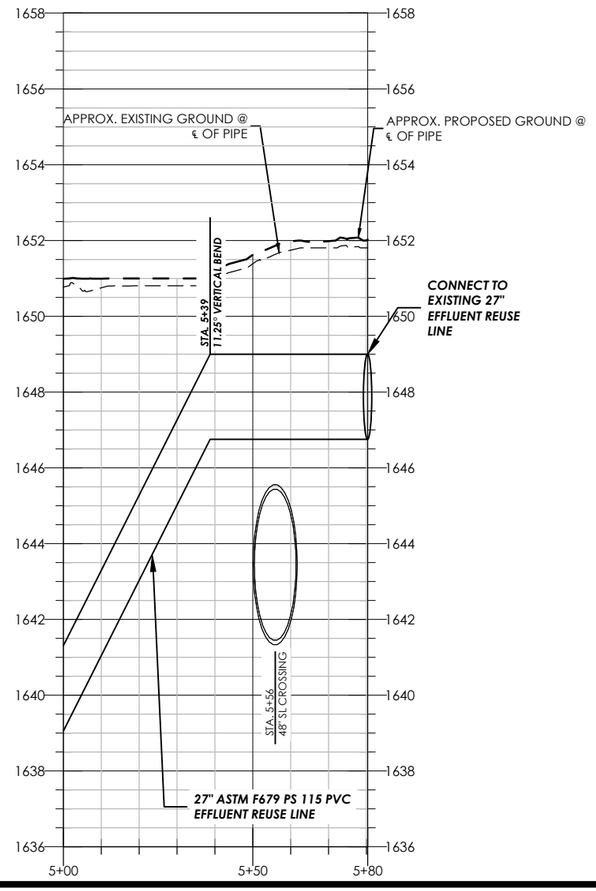
PROJECT # 24366
SCALE AS SHOWN
SEQ. 11 / 45
SHEET 11

Saved By: tking
Save Time: 7/18/2025 8:27 AM
Plotted by: ethan byerly
Plot Date: 8/20/2025 8:36 AM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\12 27" EFF. REUSE LINE CONFLICT 1003 P&P STA. 5+00-END.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.



SCALE:
H:1"=40'
V:1"=4'



STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

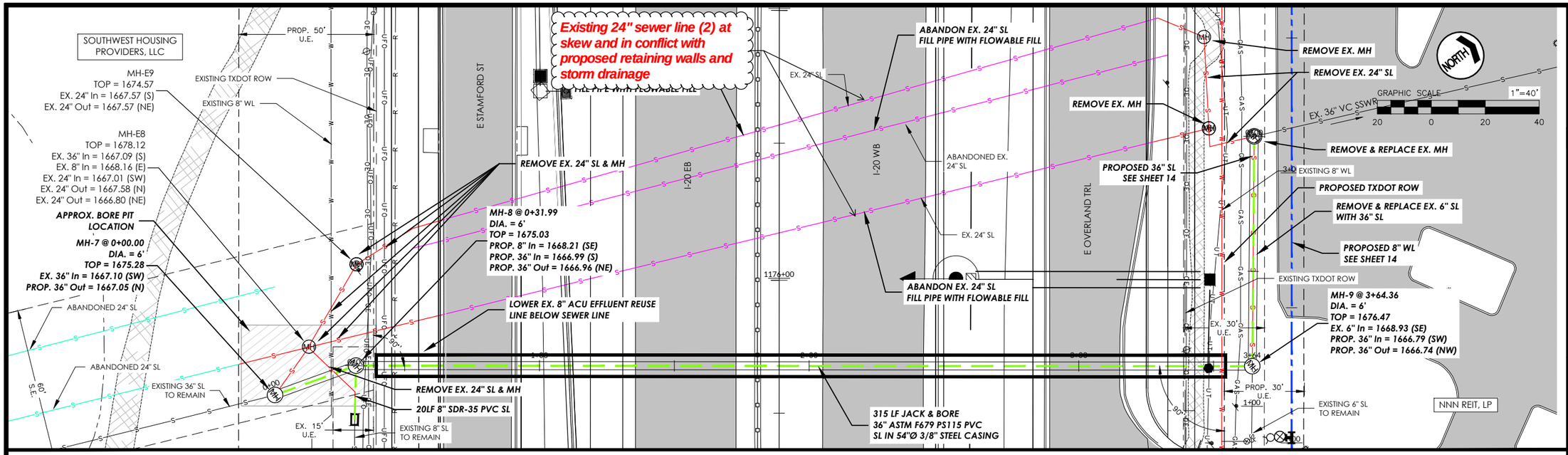
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
27" EFF. REUSE LINE CONFLICT 1003 P&P
STA. 5+00-END

NO.	REVISION	DATE
1	CHANGE FITTINGS FROM DIMJ TO PVC	07/18/2025

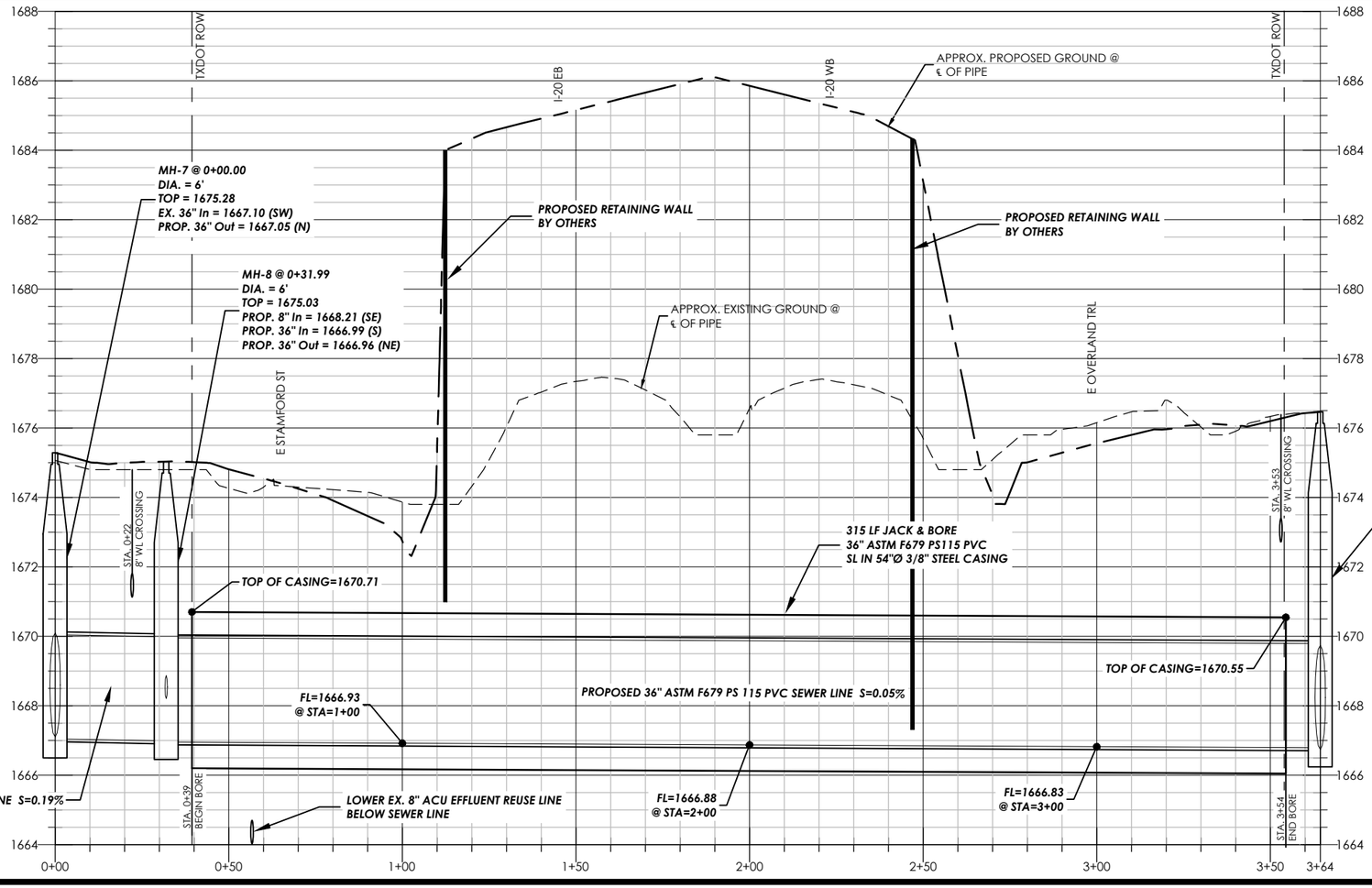
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366
SCALE AS SHOWN

SEQ. 12 / 45
SHEET 12



NOTE:
CONTRACTOR SHALL PROVIDE TEMPORARY 8" WATER SERVICE DURING BORING AND SHALL REPAIR 8" WATER LINE AFTER BORE IS COMPLETED.



SCALE:
H:1"=40'
V:1"=4'

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

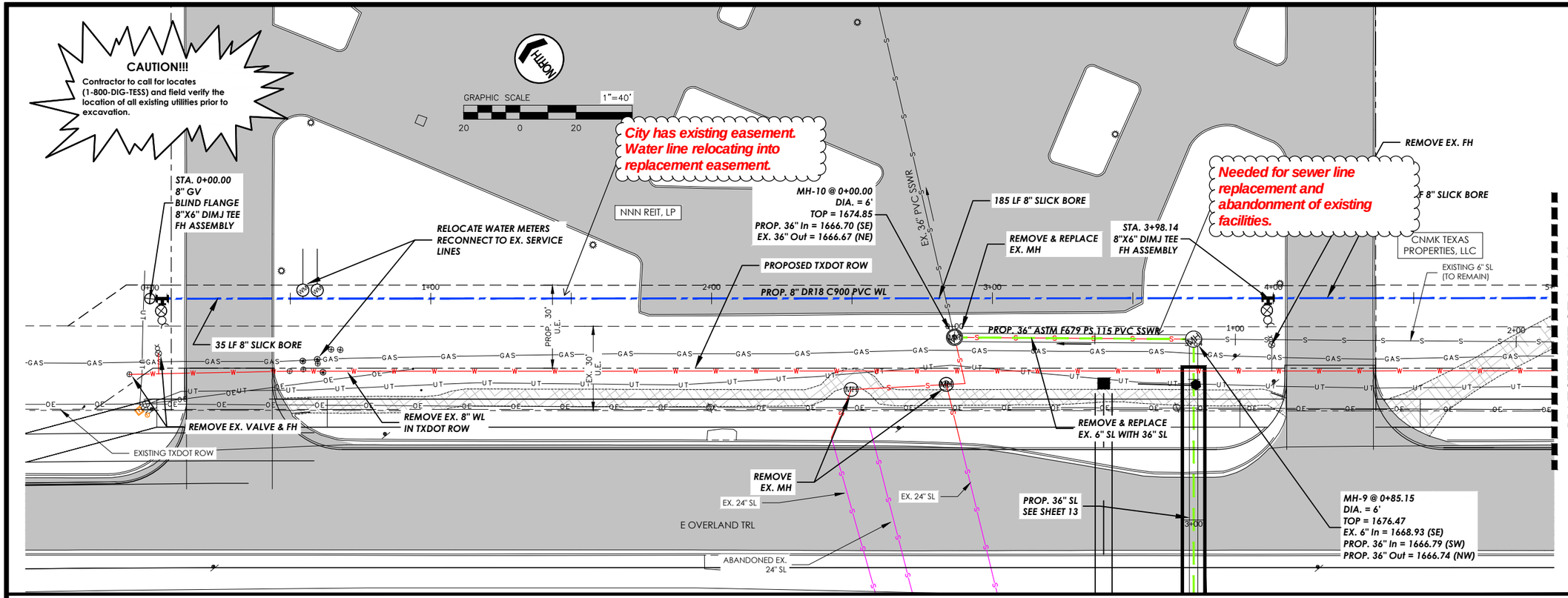
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
36" SL CONFLICT 1004, 1005 & 1006 P&P STA. 0+00-END

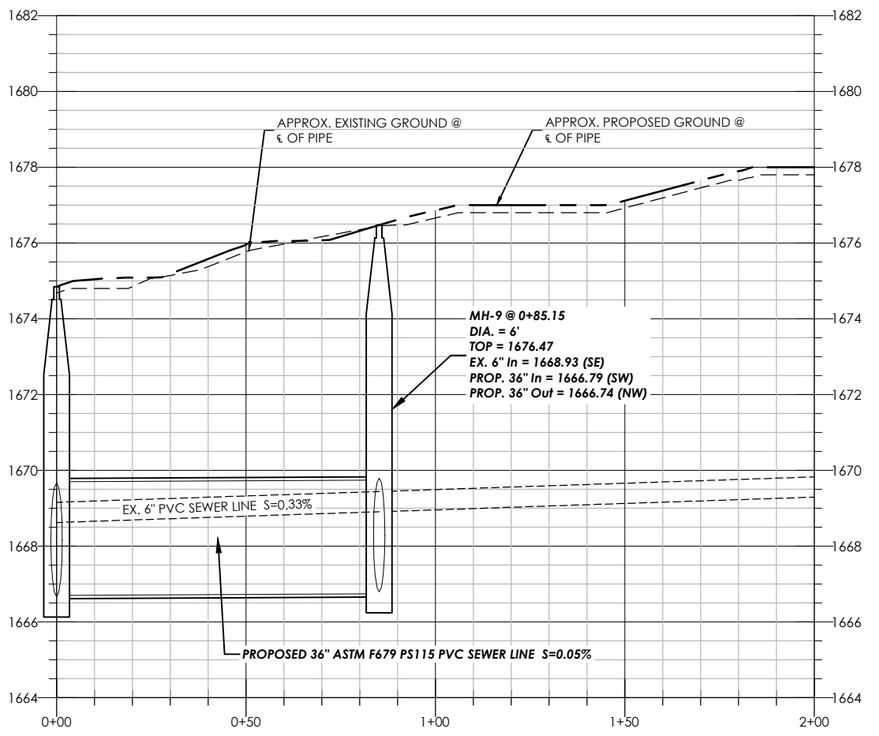
NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALE ACCORDINGLY.

SEQ. 13 / 45 | SHEET 13

Plotted by: ethan byerly Plot Date: 8/20/2025 8:38 AM
Saved By: ebyerly Save Time: 8/19/2025 4:59 PM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\13 36" SL CONFLICT 1004, 1005 & 1006 P&P STA. 0+00-END.dwg





SCALE:
H:1"=40'
V:1"=4'

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
36" SL CONFLICT 1006 & 8" WL CONFLICT 1315
P&P STA. 0+00-5+00

DATE
NO. | REVISION
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.
PROJECT # 24366
SCALE AS SHOWN
SEQ. 14/45
SHEET 14

Plot Date: 8/20/2025 8:41 AM
Plotted by: ethon byerly
Save Time: 8/19/2025 5:03 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\14 36" SL CONFLICT 1006 & 8" WL CONFLICT 1315 P&P STA. 0+00-5+00.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

GRAPHIC SCALE 1"=40'
20 0 20 40

City has existing easement. Water line relocating into replacement easement.

CNMK TEXAS PROPERTIES, LLC

MATCHLINE STA. 5+00
SEE SHEET 14

STA. 6+86.67
8" DIMJ 22.5° BEND

STA. 7+59.14
CONNECT TO EX. 8" WL WITH:
8" DIMJ GV
8" DIMJ 22.5° BEND
8" COUPLING

PROP. 8" DR18 C900 PVC WL

PROP. 8" DR18 C900 PVC WL

REMOVE EX. 8" WL TO TIE-IN POINT

PROPOSED TXDOT ROW

EXISTING TXDOT ROW

EXISTING 6" SL

EXISTING 8" WL (TO REMAIN)

PROP. 30' U.E.

EX. 30' U.E.

E OVERLAND TRL

I-20 WB

5+00 6+00 3+00 4+00 7+59.14 1178+00 1179+00 1180+00 1181+00

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

8" WL CONFLICT 1315 P&P STA. 5+00-END

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

NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN

SEQ. 15/45 | SHEET 15

Plot Date: 8/20/2025 8:42 AM
Plotted by: ethan byerly
Save Time: 8/19/2025 5:09 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\15 8" WL CONFLICT 1315 P&P STA. 5+00-END.dwg

Plot Date: 8/20/2025 8:44 AM
Plotted by: ethan byerly
Save Time: 7/16/2025 2:13 PM
Saved By: lwr
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\16 CONFLICT 1006 BYPASS PLAN.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

SEQUENCE OF CONSTRUCTION NOTES:

1. BEGIN BYPASS PUMPING. BORE AND INSTALL 36" SEWER LINE AND MANHOLES 8 & 9 AS SHOWN. SEWER LINE SHALL BE INSTALLED WITHIN 5' OF MH-7 & MH-10.
2. TEST INSTALLED LINE AND MANHOLES.
3. INSTALL MH-10 ON EXISTING SEWER LINE. TEST MH-10.
4. RECONNECT EXISTING SERVICES TO NEW LINE. CONNECT EX. 8" SL TO MH-8. CONNECT EX. 6" SL TO MH-9.
5. TEST MH-8 & MH-9.
6. INSTALL MH-7 ON EXISTING SEWER LINE.
7. TEST MH-7.
8. ABANDON/REMOVE EXISTING LINES, ABANDON/REMOVE EXISTING MANHOLES.

GENERAL GUIDELINES FOR BYPASS PUMPING:

THE FOLLOWING GUIDELINES FOR BYPASS PUMPING ARE PROVIDED TO THE CONTRACTOR. HOWEVER, THE CONTRACTOR SHALL BE ALLOWED TO DEVIATE FROM GUIDELINES WITH OWNER AND ENGINEER APPROVAL.

1. FOR CONNECTION TO EXISTING 8" SL ADJACENT TO MH-8, INSTALL MANHOLE ON EXISTING LINE. ISOLATE MH-E10 BY PLUGGING OUTLET AT MH-E10 AND BYPASS PUMPING FROM MH-E10 TO MH-E7, THEN UNDER THE BRIDGE TO MH-E13. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E7 & MH-E13. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.
2. FOR CONNECTION TO 36" SL AT MH-7, ISOLATE 36" SL BY PLUGGING OUTLET AT MH-E7 AND BYPASS PUMPING FROM MH-E7 UNDER THE BRIDGE TO MH-E13. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E13. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.
3. FOR DEMOLITION AND REPLACEMENT AT MH-10, ISOLATE MH-10 BY PLUGGING OUTLET AT MH-E12 AND BYPASS PUMPING FROM MH-E12 TO MH-E13. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E13. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.
4. FOR BYPASSING TO MH-E13, CONTRACTOR SHALL RUN ABOVE-GRADE WASTEWATER LINE AROUND CINEMARK BUILDING AND PARKING LOT. AT NO TIME SHALL THERE BE DISRUPTION TO THE OPERATION OF THE CINEMARK PROPERTY.

GRAPHIC SCALE 1"=200'
100 0 100 200

MH-E13
CEDAR CREEK
SEE BYPASS NOTES 1, 2 & 4
48"
MH-10
36"
MH-E11 (REMOVE)
MH-9
SEE BYPASS NOTE 3 & 4
EXISTING 24" SEWER LINE
24"
EXISTING 24" SEWER LINE (ABANDONED)
EXISTING 24" SEWER LINE
MH-E12
PROPOSED 36" SEWER LINE
EXISTING 6" SEWER LINE
MH-8
MH-7
SEE BYPASS NOTES 1 & 2
MH-E8 (REMOVE)
MH-E9 (REMOVE)
RUN BYPASS LINE THROUGH CULVERT
MH-E10
8"
SEE BYPASS NOTE 1
MH-E7
E OVERLAND TRL
I-20 WB
I-20 EB
E STAMFORD ST

LEGEND

MH-E1	EXISTING MANHOLE
21"	EXISTING SEWER LINES
MH-1	PROPOSED MANHOLE
30"	PROPOSED SEWER LINE
	PROPOSED BYPASS PUMPING

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

CONFLICT 1006 BYPASS PLAN

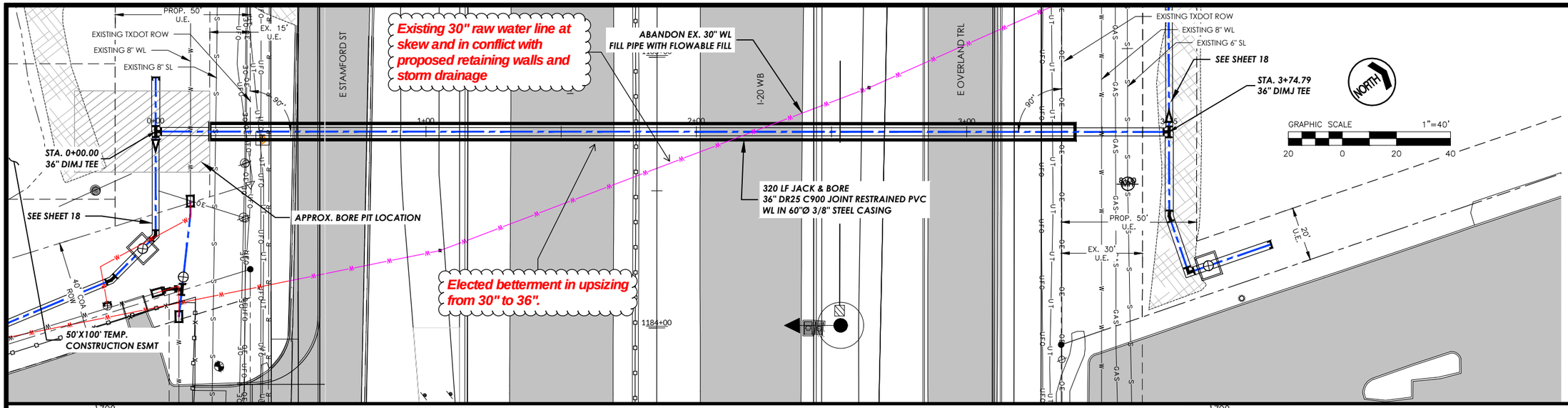
NO.	REVISION	DATE

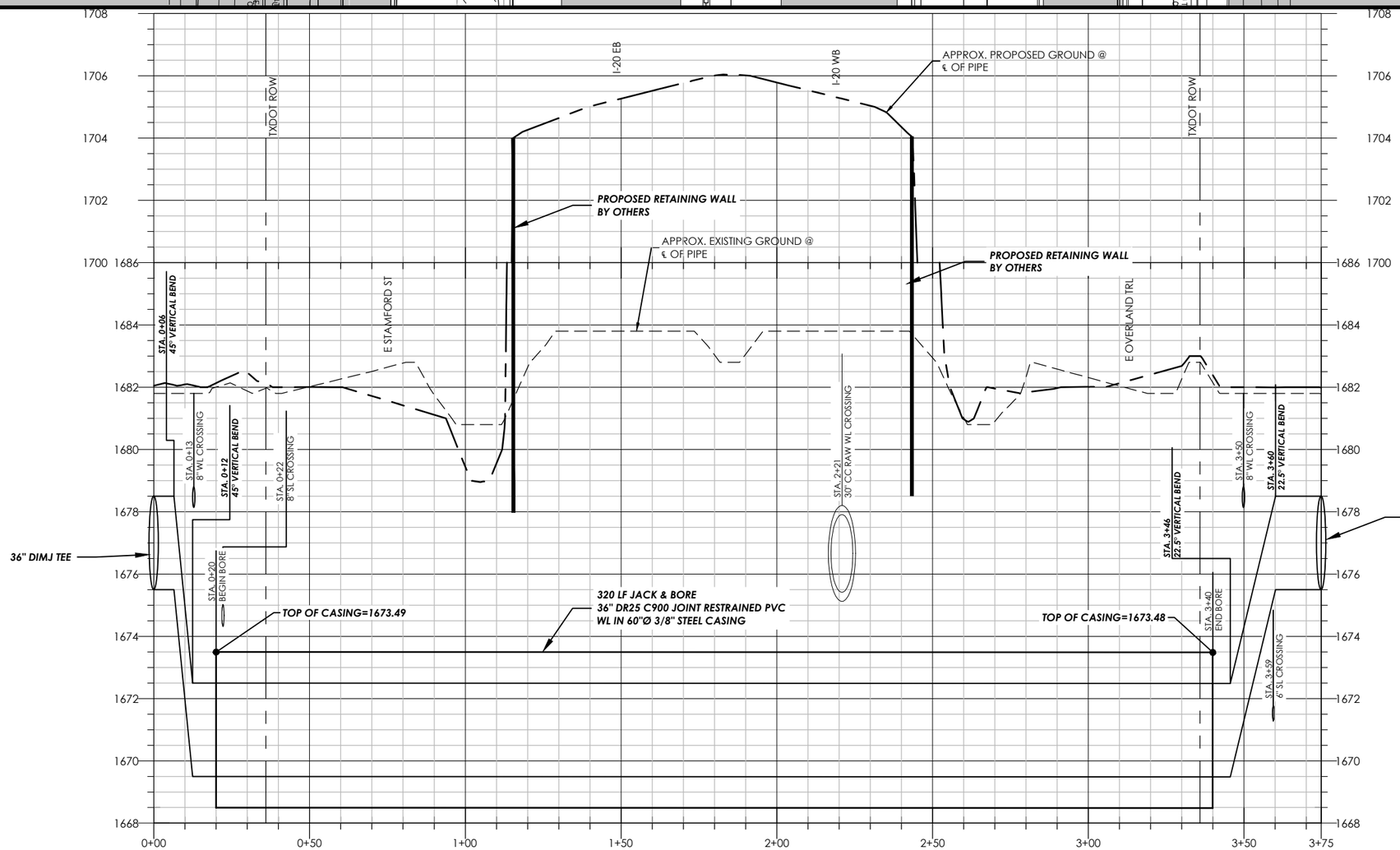
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE AS SHOWN

SEQ. 16 | SHEET 16 / 45

Plot Date: 8/20/2025 8:46 AM
Plotted by: ethan.byerly
Save Time: 8/19/2025 5:22 PM
Saved By: ebyerly
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\17 36" RAW WL CONFLICT 1008 P&P STA. 0+00-END.dwg





NOTE:
CONTRACTOR SHALL PROTECT EX. 8" WL AT BORE PIT AND DURING BORING OPERATIONS.

SCALE:
H:1"=40'
V:1"=4'

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

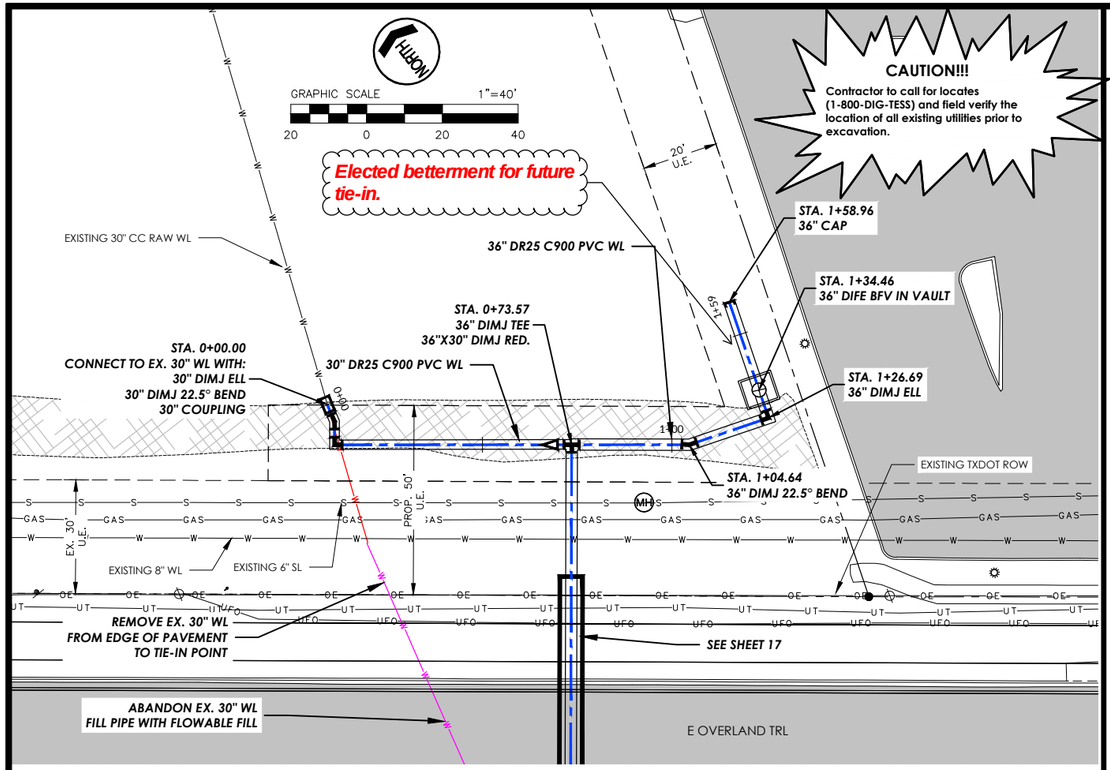
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
36" RAW WL CONFLICT 1008 P&P
STA. 0+00-END

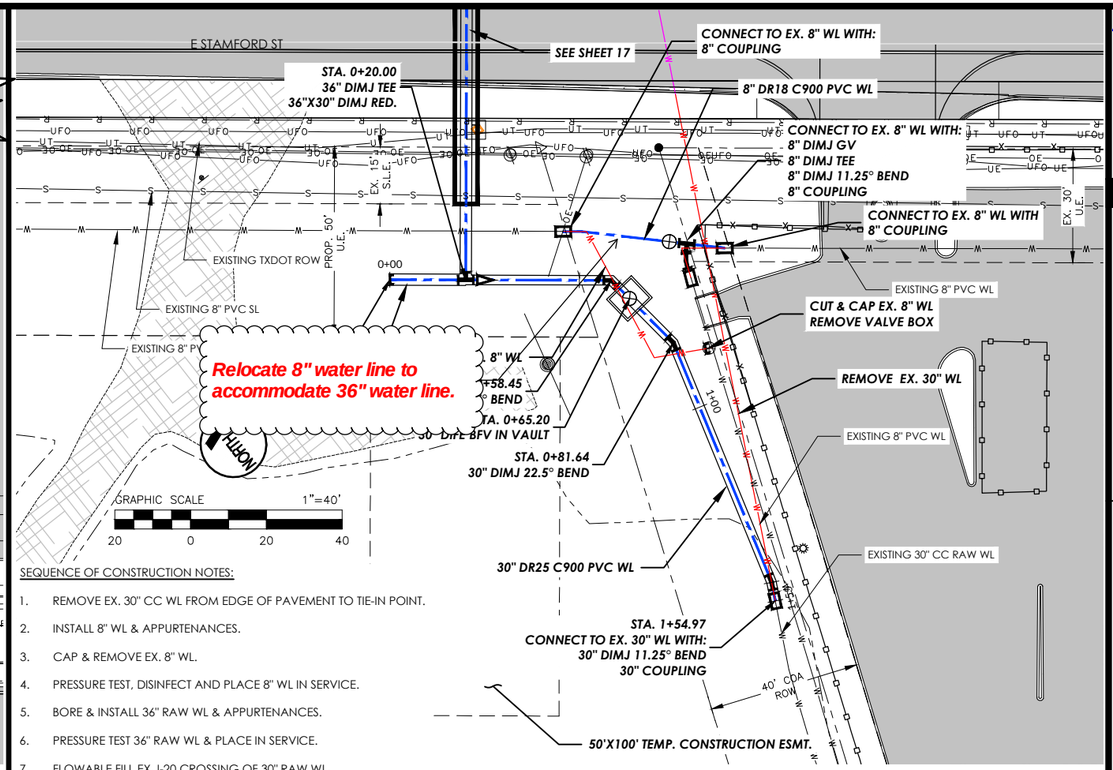
NO.	REVISION	DATE

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

PROJECT # 24366
SCALE AS SHOWN

SEQ. 17/45
SHEET 17

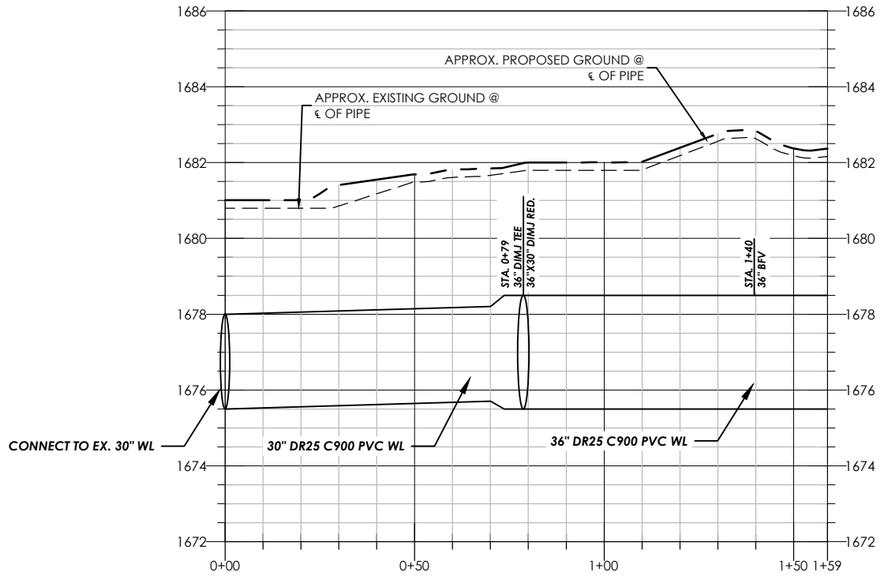




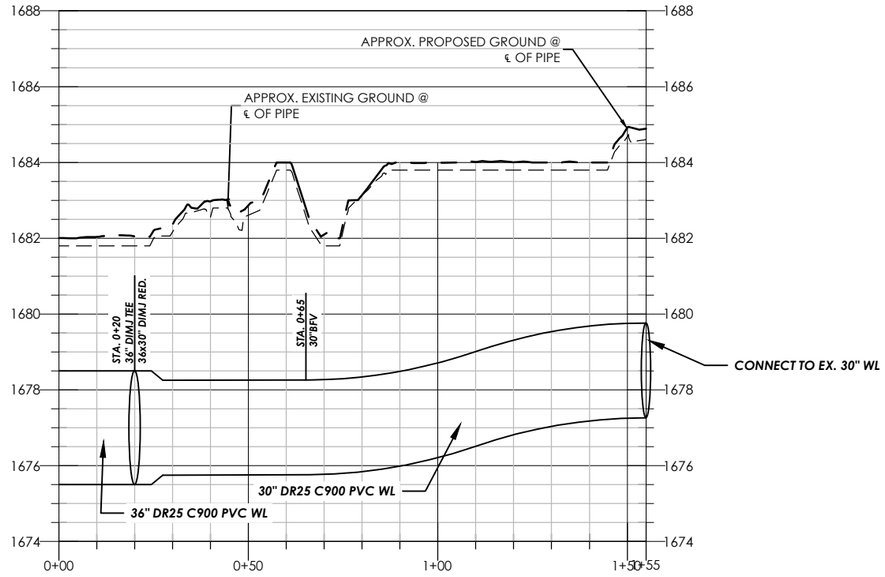
SEQUENCE OF CONSTRUCTION NOTES:

1. REMOVE EX. 30" CC WL FROM EDGE OF PAVEMENT TO TIE-IN POINT.
2. INSTALL 8" WL & APPURTENANCES.
3. CAP & REMOVE EX. 8" WL.
4. PRESSURE TEST, DISINFECT AND PLACE 8" WL IN SERVICE.
5. BORE & INSTALL 36" RAW WL & APPURTENANCES.
6. PRESSURE TEST 36" RAW WL & PLACE IN SERVICE.
7. FLOWABLE FILL EX. I-20 CROSSING OF 30" RAW WL.

SCALE:
H:1"=40'
V:1"=4'



SCALE:
H:1"=40'
V:1"=4'



JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
STATE OF TEXAS
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE

I-20 UTILITY RELOCATES - WA1

36" RAW WL CONFLICT 1008 A&B P&P
STA. 0+00-END

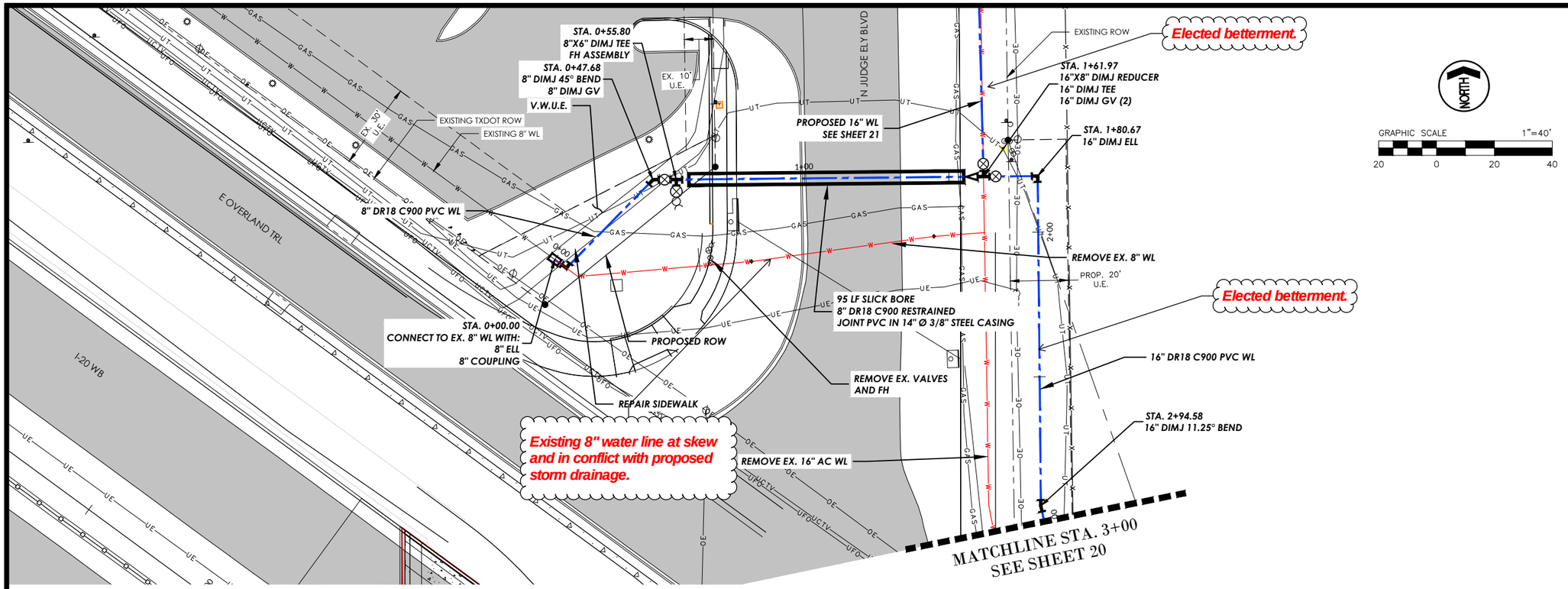
NO.	REVISION	DATE

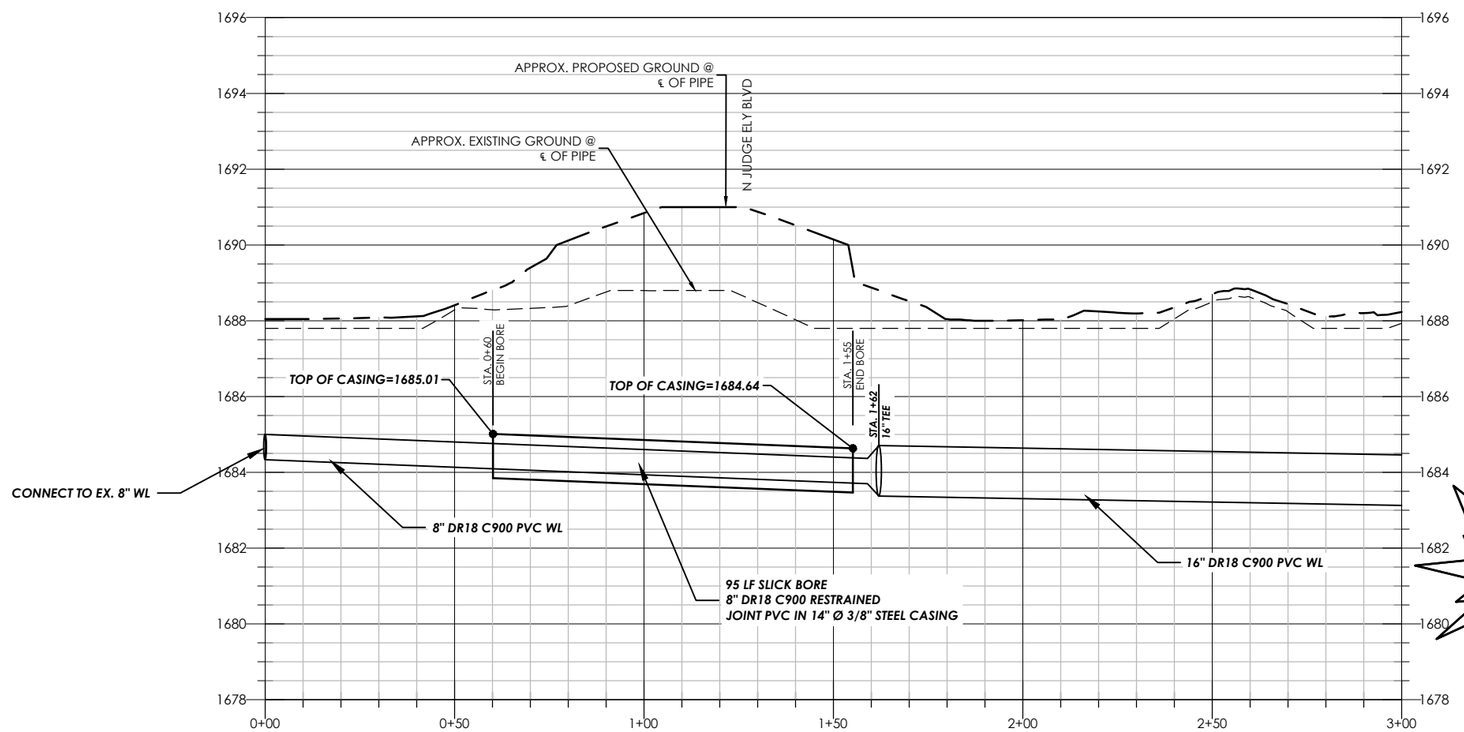
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE AS SHOWN

SEQ. 18 | SHEET 18 / 45

Plot Date: 8/20/2025 8:50 AM
Plotted by: ethon byerly
Save Time: 8/19/2025 5:37 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\18 36" RAW WL CONFLICT 1008 A&B P&P STA. 0+00-END.dwg





CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
8" & 16" WL CONFLICT 1043
P&P STA. 0+00-3+00

NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN

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

SEQ. 19 | SHEET 19 / 45

Plot Date: 8/20/2025 8:53 AM
Plotted by: ethon byerly
Save Time: 8/19/2025 5:43 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TxDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\19 8" & 16" WL CONFLICT 1043 P&P STA. 0+00-3+00.dwg

Plotted by: ethan byerly Plot Date: 8/20/2025 8:55 AM
Saved By: ebyerly Save Time: 8/19/2025 5:47 PM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\20 16" WL CONFLICT 1043 P&P STA. 3+00-END.dwg

City has existing easement. Water line relocating into replacement easement.

EXCEPTIONAL HOLDINGS, LP

MATCHLINE STA. 3+00
SEE SHEET 19

STA. 3+19.84
16" DIMJ 45° BEND

PROPOSED TXDOT ROW

REMOVE EX. 16" AC WL

EXISTING TXDOT ROW

EXISTING 30" CC RAW WL

EX. 30' U.E.

30" RAW WATER LINE
SEE SHEET 23

STA. 7+08.05
16" DIMJ 11.25° BEND

STA. 7+49.19
16" DIMJ 11.25° BEND

STA. 7+87.66
42"x16 TS&TV

PROP. 20' U.E.

EX. 20' U.E.

GRAPHIC SCALE 1"=40'
20 0 20 40

NORTH

E OVERLAND TRL

30" RAW WATER LINE
SEE SHEET 23

42" WATER LINE
SEE SHEET 25

EXISTING 30" CC RAW WL

EXISTING 42" CC WL

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

APPROX. EXISTING GROUND @ ℄ OF PIPE

APPROX. PROPOSED GROUND @ ℄ OF PIPE

16" DR18 C900 PVC WL

42"X16" TS&TV

PROPOSED 30" RAW WL

1690 1688 1686 1684 1682 1680 1678 1676 1674 1672 1670

3+00 3+50 4+00 4+50 5+00 5+50 6+00 6+50 7+00 7+50 7+88

SCALE:
H:1"=40'
V:1"=4'

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

16" WL CONFLICT 1043 P&P
STA. 3+00-END

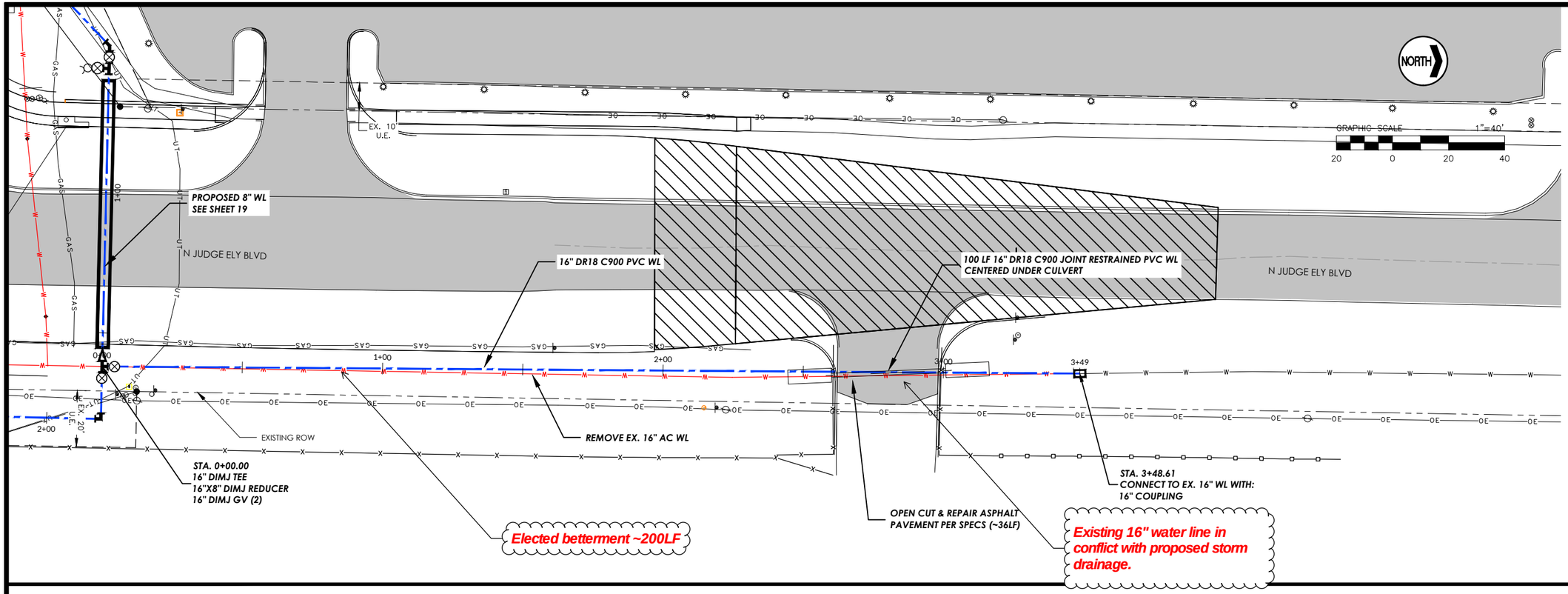
NO.	REVISION	DATE

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

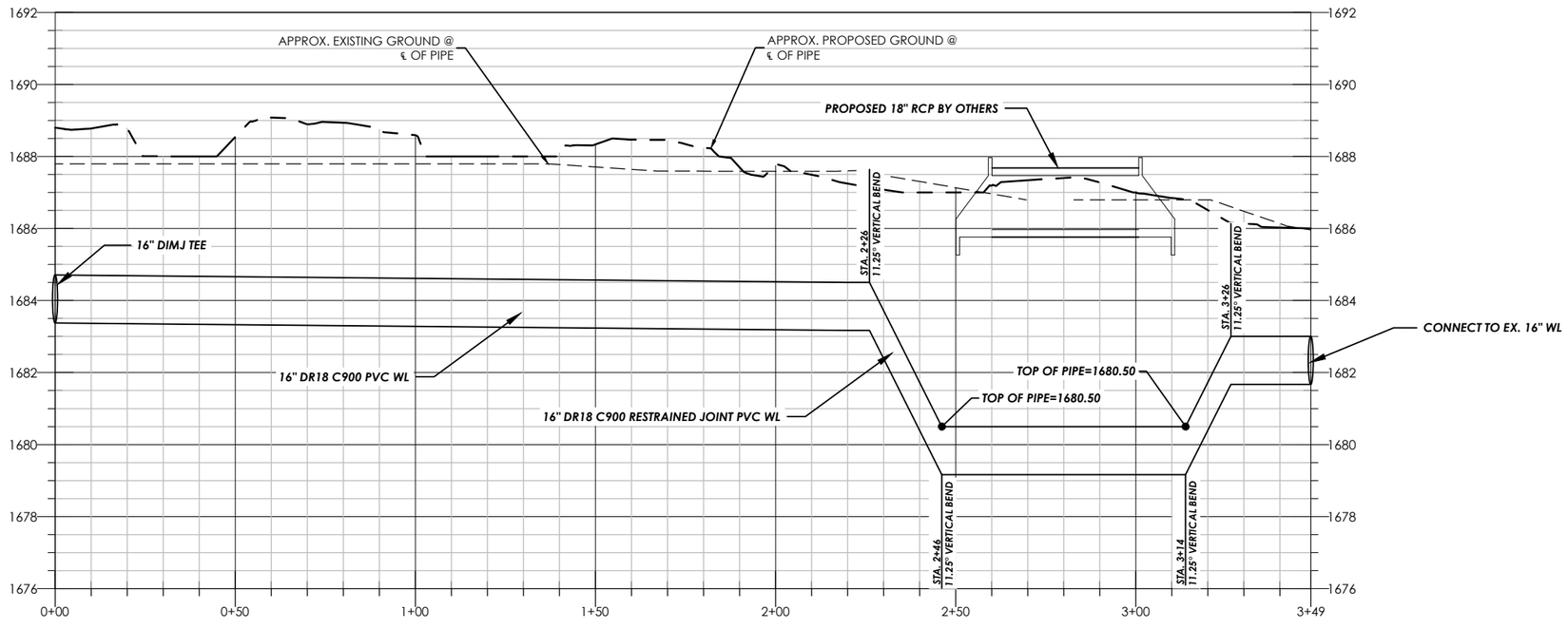
PROJECT # 24366 | SCALE AS SHOWN

SEQ. 20 / 45 | SHEET 20

Plot Date: 8/20/2025 8:58 AM
Plotted by: ethan byerly
Save Time: 8/19/2025 5:55 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TxDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\21 16" WL CONFLICT 1330 P&P STA. 0+00-END.dwg



SCALE:
H:1"=40'
V:1"=4'



CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

STATE OF TEXAS
JAMES T. KING
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LICENSED PROFESSIONAL ENGINEER
7/14/2025

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

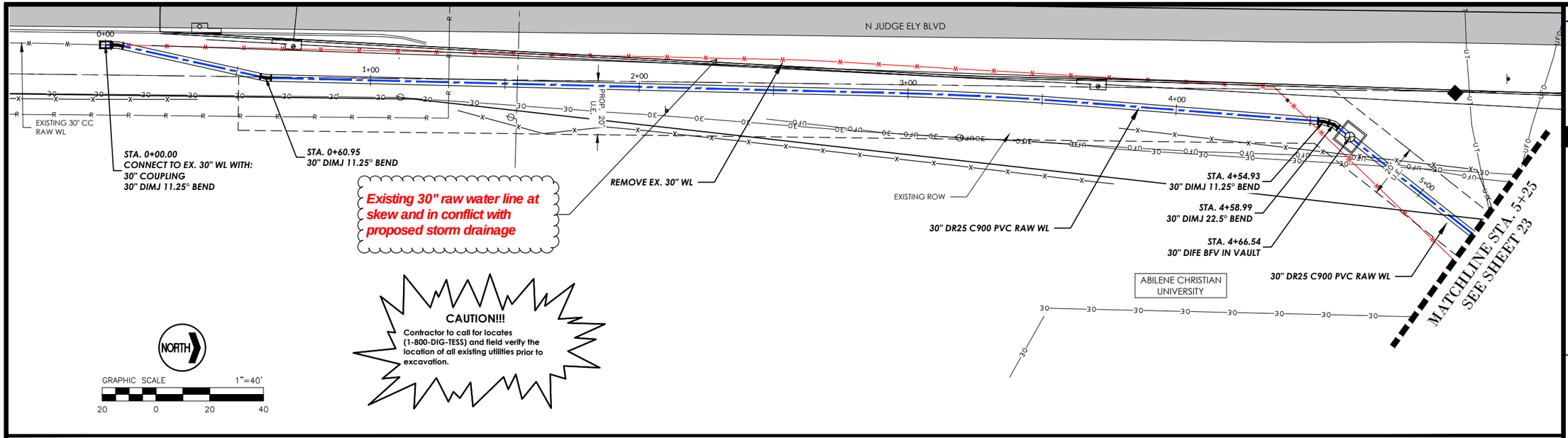
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
16" WL CONFLICT 1330 P&P
STA. 0+00-END

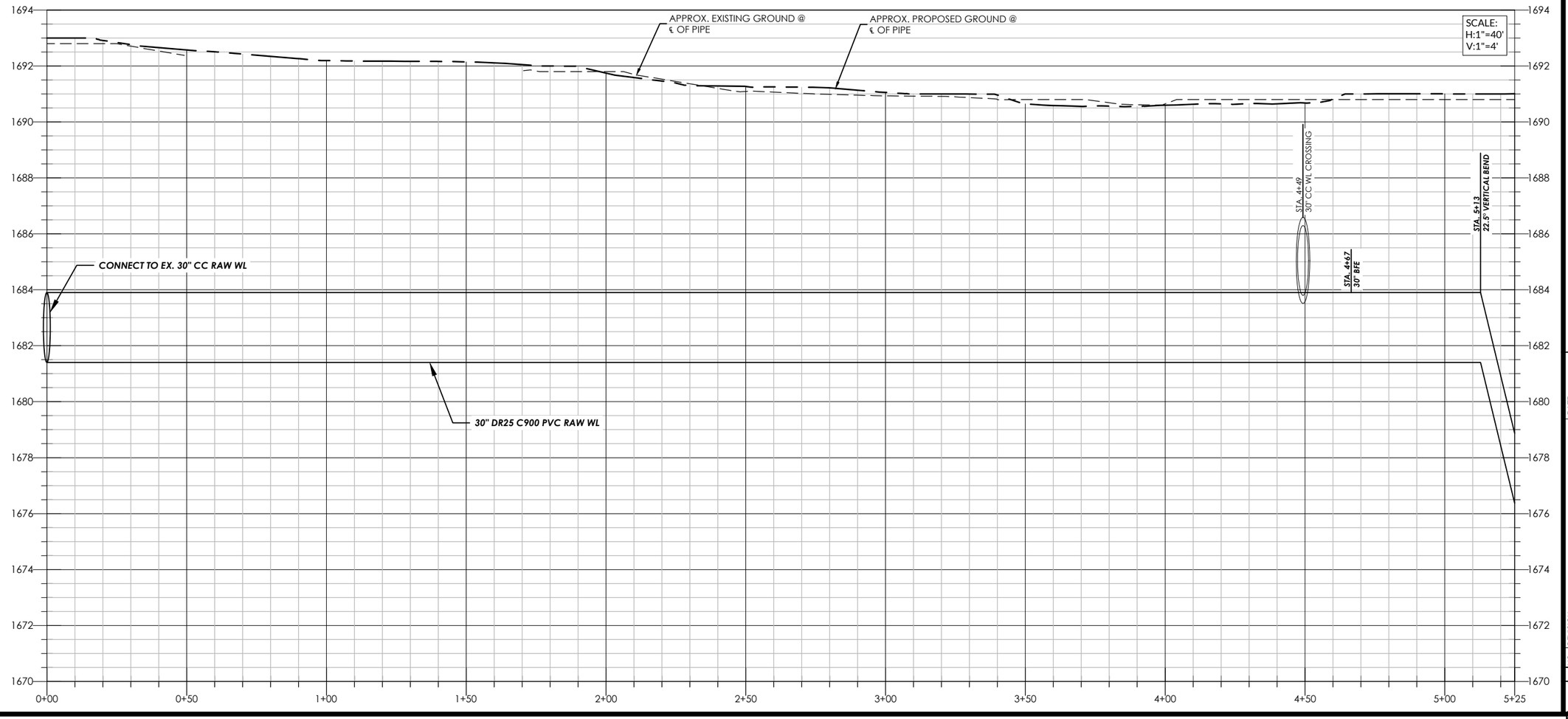
NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN | BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 21/45 | SHEET 21

Plot Date: 8/20/2025 9:00 AM
Plotted by: ethan.byerly
Save Time: 8/19/2025 5:59 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\22 30" RAW WL CONFLICT 1012 (1324) P&P STA. 0+00-5+25.dwg





STATE OF TEXAS
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7/14/2025

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JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
30" RAW WL CONFLICT 1012 (1324) P&P
STA. 0+00-5+25

NO.	REVISION	DATE

PROJECT # 24366
SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 22 / 45
SHEET 22

Plotted by: ethan byerly Plot Date: 8/20/2025 9:03 AM
Saved By: ebyerly Save Time: 8/19/2025 6:06 PM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\23 30" RAW WL CONFLICT 1012 (1324) P&P STA. 5+25-END.dwg

MATCHLINE STA. 5+25
SEE SHEET 22

ABILENE CHRISTIAN UNIVERSITY

EXISTING 39" WL (REMOVE)

EXISTING TXDOT ROW

PROPOSED 42" WL
SEE SHEET 24

30" DR25 C900 PVC RAW WL

EXISTING 6" WL (REMOVE)

GRAPHIC SCALE 1"=40'
20 0 20 40

E STAMFORD ST

APPROX. BORE PIT LOCATION

REMOVE EX. 30" WL OUTSIDE OF TXDOT ROW

315 LF JACK & BORE
30" DR25 C900 RESTRAINED JOINT PVC WL
IN 54"Ø 3/8" STEEL CASING

ABANDON EX. 30" WL
FILL PIPE WITH FLOWABLE FILL

I-20 EB

I-20 WB

E OVERLAND TRL

EXISTING TXDOT ROW

PROPOSED TXDOT ROW

PROP. 20' U.E.

EX. 20' U.E.

PROPOSED 16" WL
SEE SHEET 20

STA. 10+11.40
30" DIMJ 45° BEND

EXCEPTIONAL HOLDINGS, LP

EXISTING 16" AC WL

EXISTING 30" CC RAW WL

STA. 10+47.18
30" DIFE BFV
IN VAULT

STA. 10+54.71
30" DIMJ 22.5° BEND

REMOVE EX. 30" WL
OUTSIDE OF PAVEMENT

STA. 10+62.19
CONNECT TO EX. 30" WL WITH:
30" DIMJ ELL
30" COUPLING

EX. 30' U.E.

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

Existing 30" raw water line at skew and in conflict with proposed retaining walls and storm drainage

PROPOSED RETAINING WALL BY OTHERS

APPROX. PROPOSED GROUND @ ℄ OF PIPE

PROPOSED RETAINING WALL BY OTHERS

SCALE:
H:1"=40'
V:1"=4'

STA. 6+06
6" WL CROSSING

STA. 6+24
39" WL CROSSING

STA. 9+93
16" WL CROSSING

PROPOSED 24" RCP BY OTHERS

PROPOSED 36" RCP BY OTHERS

PROPOSED 42" WL

STA. 5+36
22.5° VERTICAL BEND

STA. 10+40
22.5° VERTICAL BEND

STA. 10+47
30" BFV

CONNECT TO EX. 30" CC RAW WL

STA. 10+20
22.5° VERTICAL BEND

PROPOSED 16" WL

STA. 6+75
BEGIN BORE

TOP OF CASING=1675.50

315 LF JACK & BORE
30" DR25 C900 RESTRAINED JOINT
PVC WL IN 54"Ø 3/8" STEEL CASING

STA. 9+90
END BORE

TOP OF CASING=1675.50

1714 1712 1710 1694 1692 1690 1688 1686 1684 1682 1680 1678 1676 1674 1672 1670 1668

5+25 5+50 6+00 6+50 7+00 7+50 8+00 8+50 9+00 9+50 10+00 10+50 10+67

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

30" RAW WL CONFLICT 1012 (1324) P&P
STA. 5+25-END

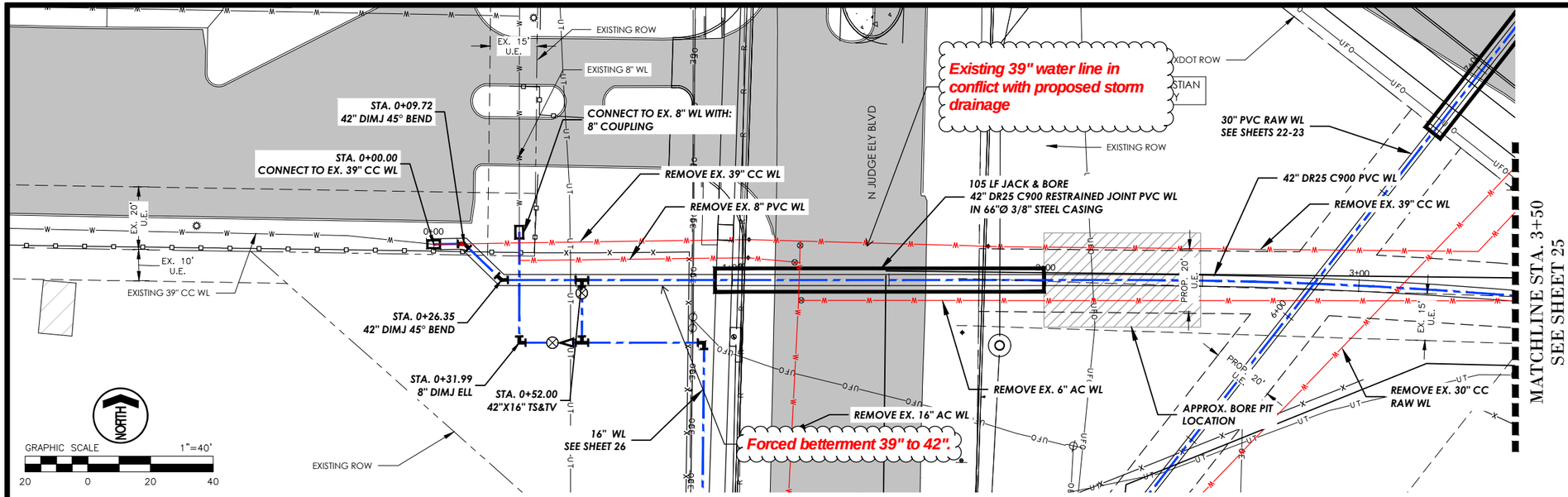
DATE

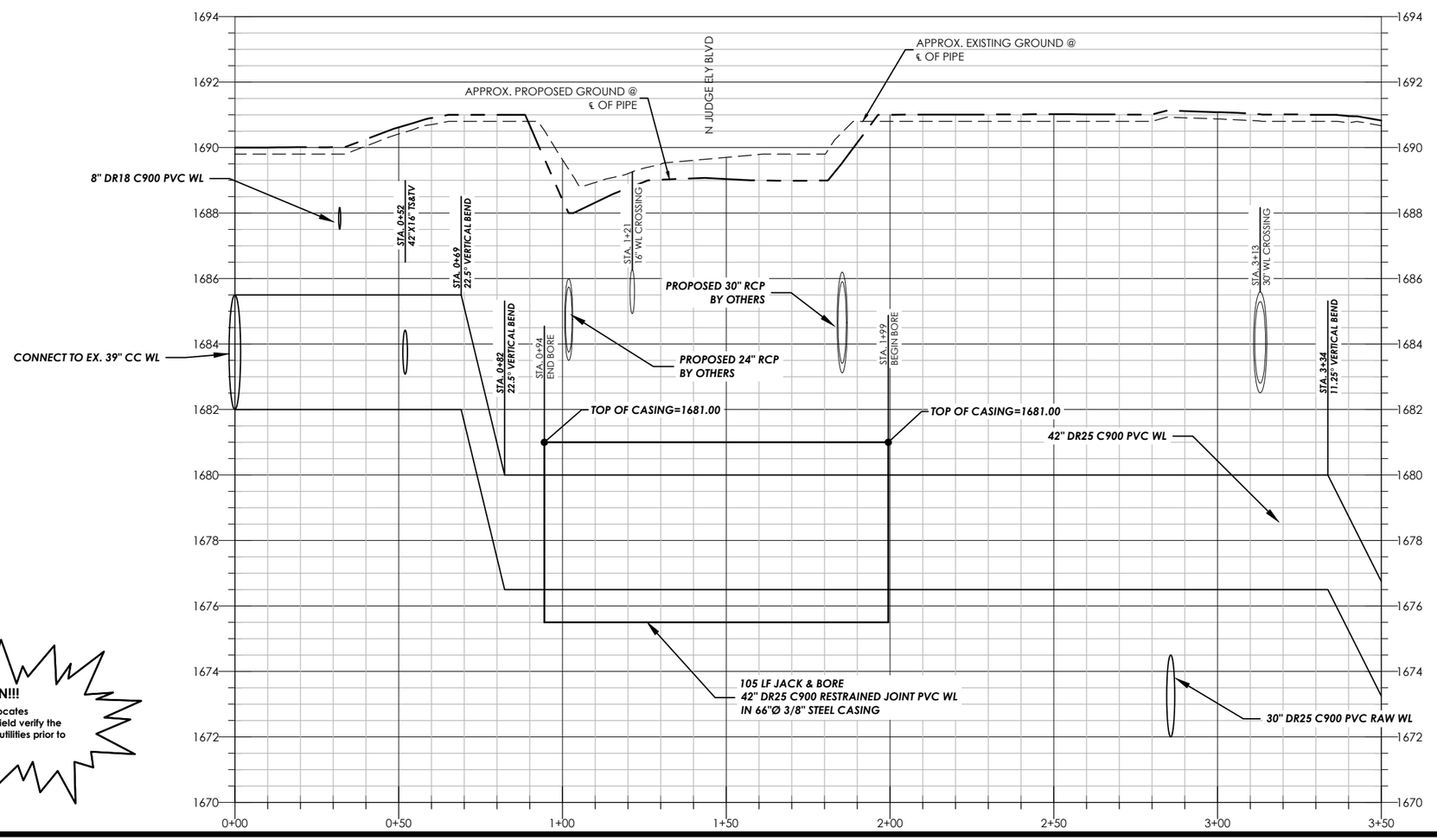
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

NO. REVISION

PROJECT # 24366
SCALE AS SHOWN

SEQ. 23
SHEET 23
45





SCALE:
H:1"=40'
V:1"=4'

CAUTION!!!

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7/14/2025

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

42" WL CONFLICT 1013 (1037) P&P
STA. 0+00-3+50

NO.	REVISION	DATE

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

PROJECT # 24366 | SCALE AS SHOWN

SEQ. 24/45 | SHEET 24

Plot Date: 8/20/2025 9:06 AM
Plotted by: ethan byerly
Save Time: 8/20/2025 7:21 AM
Saved By: ebyerly
X:\CI_Abilene\24366 – IH–20 TXDOT Utility Relocates – Abilene\Drafting_Plans_C_Civil\24 42" WL CONFLICT 1013 (1037) P&P STA. 0+00–3+50.dwg

Plotted by: ethan byerly Plot Date: 8/20/2025 9:09 AM
Saved By: ebyerly Save Time: 8/20/2025 7:37 AM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\25 42" WL CONFLICT 1013 (1037) P&P STA. 3+50-END.dwg

MATCHLINE STA. 3+50
SEE SHEET 24

STA. 3+64.82
42" DIMJ 11.25° BEND

ABANDON EX. 30" WL
FILL PIPE WITH FLOWABLE FILL

ABANDON EX. 42" WL
FILL PIPE WITH FLOWABLE FILL

Existing 42" water line at skew and in conflict with proposed retaining walls and storm drainage.

PROPOSED TXDOT ROW

PROPOSED 16" WL
SEE SHEET 20

EXISTING TXDOT ROW

REMOVE EX. PIPING, VALVES & FH ASSEMBLY

STA. 7+21.13
42"X16" TS&TV

STA. 7+25.13
42" DIMJ ELL

PROP. 20' U.E.

EXCEPTIONAL HOLDINGS, LP

STA. 7+49.17
42" DIFE BFV
IN VAULT

STA. 3+81.80
42" DIFE BFV
IN VAULT

STA. 3+89.87
42" DIMJ ELL

STA. 3+99.48
42"X6" TS&TV
20LF 6" DR18 C900 PVC WL
FH ASSEMBLY

REMOVE EX. 6" AC WL
AND FH

EXISTING TXDOT ROW

50'X100' TEMP.
CONST. ESMT.

ABILENE CHRISTIAN UNIVERSITY

APPROX. BORE PIT
LOCATION

EX. 15' U.E.

E STAMFORD ST

I-20 EB

I-20 WB

E OVERLAND TRL

305 LF JACK & BORE
42" DR25 C900 RESTRAINED JOINT PVC WL
IN 66"Ø 3/8" STEEL CASING

STA. 7+57.06
42" DIMJ 45° BEND

REMOVE EX. FH

EX. 20' U.E.

REMOVE EX. 42" WL

REMOVE EX. 12" WL

City has existing easement.
Water line relocating into
replacement easement.

MATCHLINE STA. 8+00
SEE THIS SHEET

EX. 15' U.E.

EXISTING 42" CC WL
TO REMAIN

EXISTING 12" WL
TO REMAIN

PROP. 20' U.E.

EX. 20' U.E.

STA. 8+41.34
CONNECT TO EX. 12"
WL WITH:
42"x12" TS&TV
12" COUPLING

STA. 8+46.42
CONNECT TO EX. 42"
CC WL WITH:
42" COUPLING

City has existing easement.
Water line relocating into
replacement easement.

GRAPHIC SCALE 1"=40'
20 0 20 40

SCALE:
H:1"=40'
V:1"=4'

APPROX. PROPOSED GROUND @ ℄ OF PIPE

APPROX. EXISTING GROUND @ ℄ OF PIPE

PROPOSED RETAINING WALL BY OTHERS

PROPOSED 36" RCP BY OTHERS

PROPOSED 24" RCP BY OTHERS

STA. 3+54
11.25° VERTICAL BEND

STA. 3+82
42" DIFE BFV

STA. 3+99
42"X6" TS&TV

STA. 4+05
BEGIN BORE

TOP OF CASING=1677.00

STA. 7+10
END BORE

STA. 7+20
42" WL CROSSING

STA. 7+21
42"X16" TS&TV

STA. 7+49
42" DIFE BFV

STA. 7+69
42"X6" TS&TV

STA. 7+75
11.25° VERTICAL BEND

STA. 7+95
11.25° VERTICAL BEND

STA. 8+41
42"X12" TS&TV

CONNECT TO EX.
42" CC WL

42" DR25 C900 PVC WL

1714 1712 1710 1692 1690 1688 1686 1684 1682 1680 1678 1676 1674 1672

3+50 4+00 4+50 5+00 5+50 6+00 6+50 7+00 7+50 8+00 8+50

CAUTION!!!
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STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

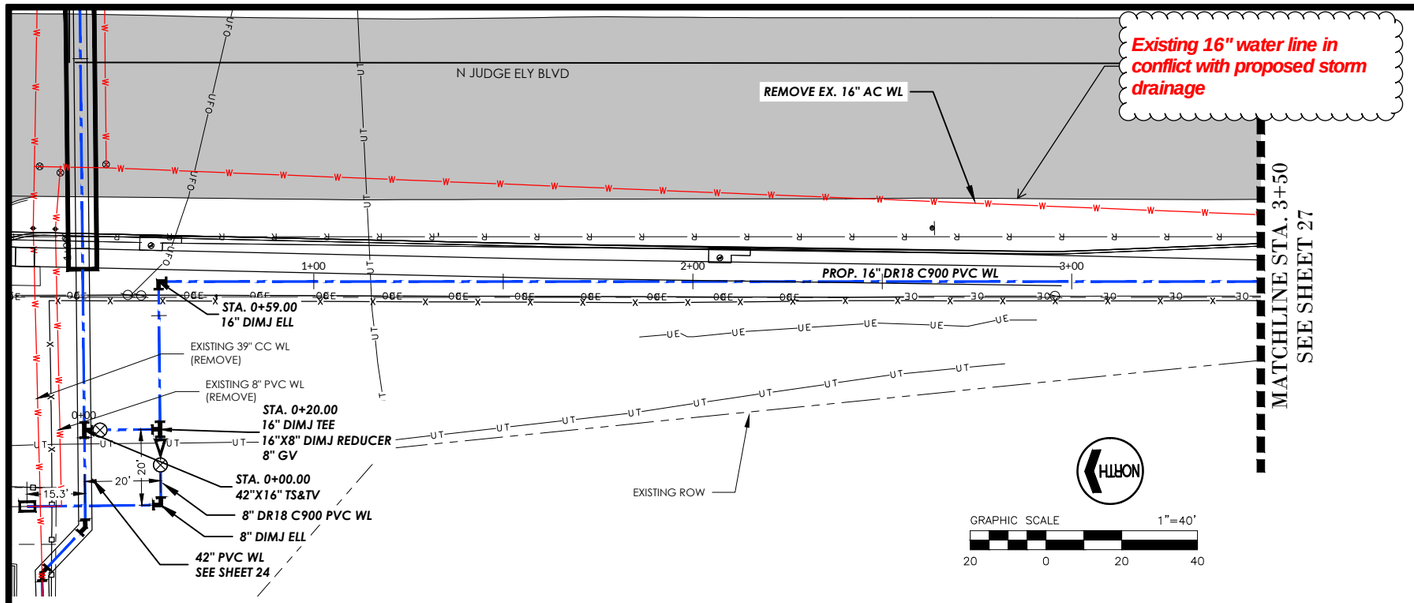
JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

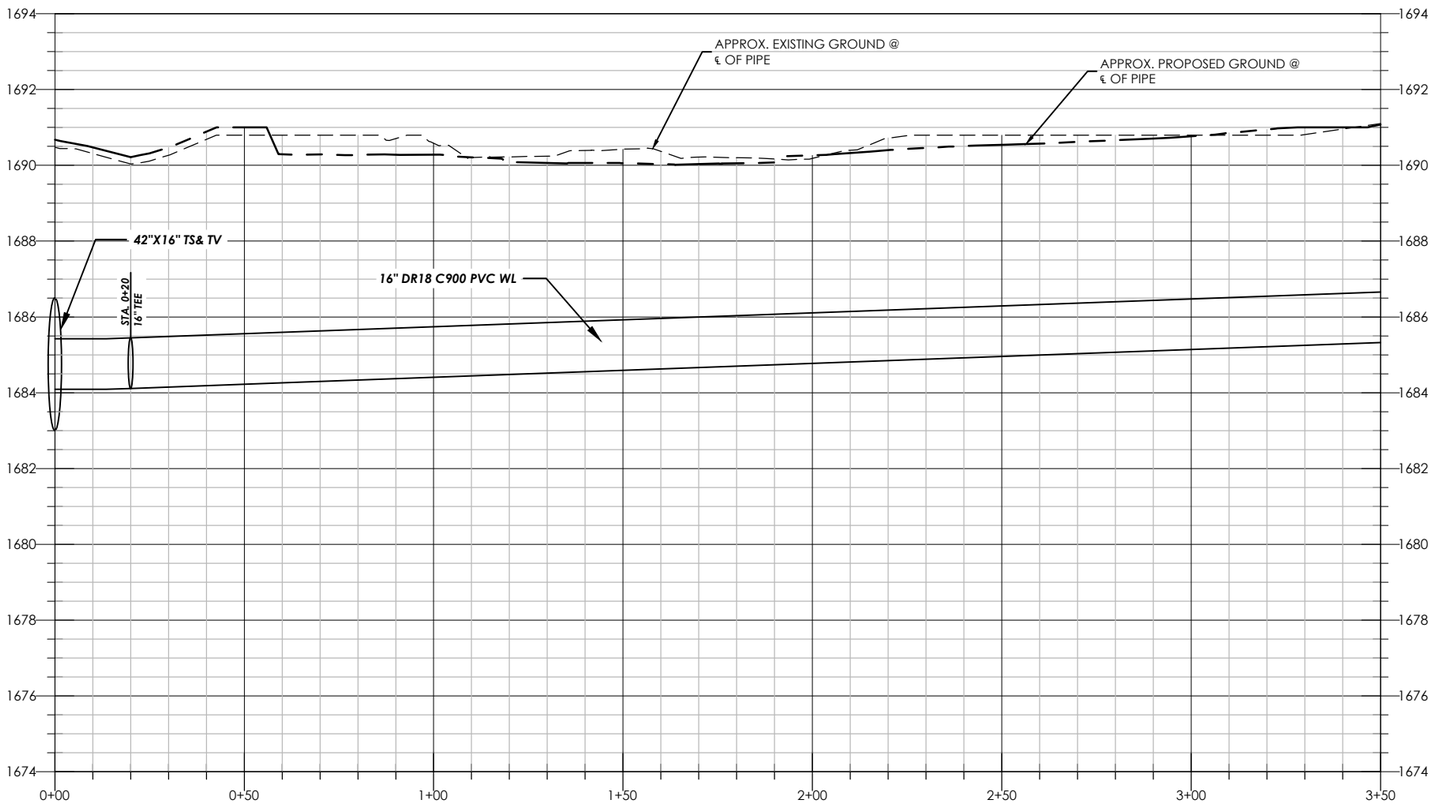
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
42" WL CONFLICT 1013 (1037) P&P
STA. 3+50-END

NO.	REVISION	DATE

PROJECT # 24366
SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 25/45
SHEET 25





CAUTION!!!
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7/14/2025

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
16" WL CONFLICT 1322 P&P
STA. 0+00-3+50

NO.	REVISION	DATE

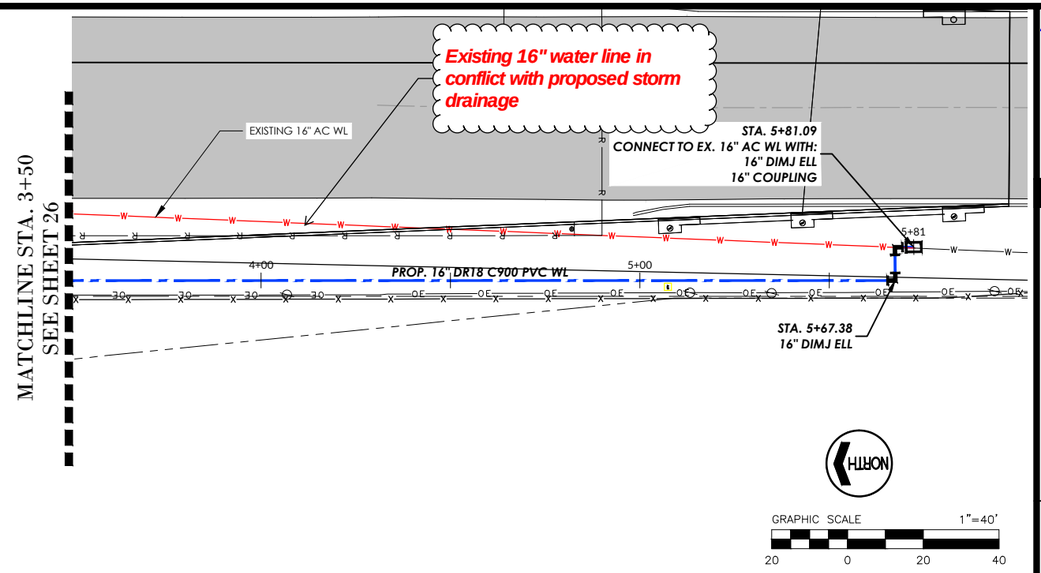
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

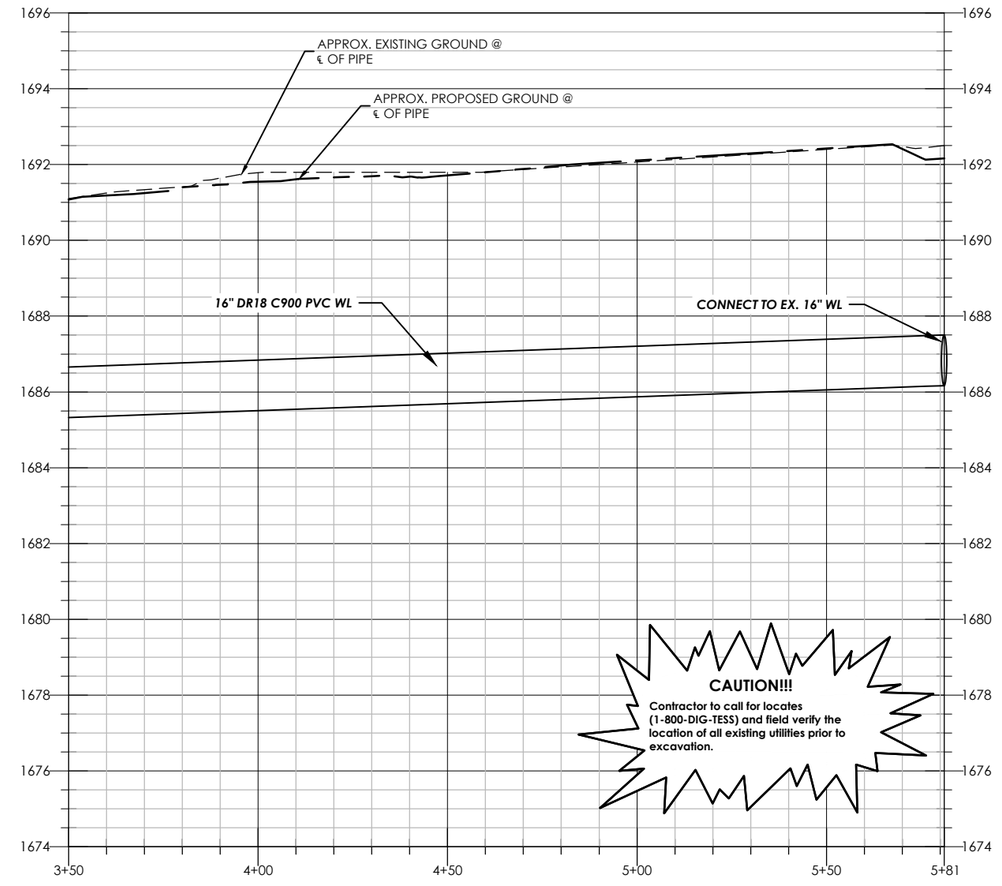
PROJECT # 24366
SCALE AS SHOWN

SEQ. 26 / 45
SHEET 26

Plot Date: 8/20/2025 9:11 AM
Plotted by: ethan byerly
Save Time: 8/20/2025 7:42 AM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\26 16" WL CONFLICT 1322 P&P STA. 0+00-3+50.dwg

Saved By: ebyerly Save Time: 8/20/2025 7:45 AM Plotted by: ethan byerly Plot Date: 8/20/2025 9:14 AM
X:\CI_Abilene\24366 – IH-20 TxDOT Utility Relocates – Abilene\Drafting_Plans_C_Civil\27 16" WL CONFLICT 1322 P&P STA. 3+50-END.dwg





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7/14/2025

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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE

I-20 UTILITY RELOCATES - WA1

16" WL CONFLICT 1322 P&P STA. 3+50-END

NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN

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

SEQ. 27 / 45 | SHEET 27

Plotted by: ethan byerly Plot Date: 8/20/2025 9:16 AM
Saved By: tking Save Time: 7/11/2025 2:54 PM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\28 CONFLICT 1012, 1013 & 1322 SEQUENCE OF WORK PLAN.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

PROP. 30" WL CONNECTION SEE NOTE 16
EX. 16" AC WL SEE NOTE 6
EX. 12" PVC WL SEE NOTE 6
EX. 42" CC WL SEE NOTE 6
PROP. 12" WL CONNECTION SEE NOTE 8 & 10
PROP. 42" WL CONNECTION SEE NOTE 10
EX. 16" AC WL
PROP. 16" PVC WL
PROP. 30" PVC RAW WL SEE NOTE 15
PROP. 42" PVC WL SEE NOTE 2 & 7
EX. 30" CC RAW WL SEE NOTE 17
EX. 42" CC WL SEE NOTE 14
E OVERLAND TRL
I-20 WB
I-20 EB
E STAMFORD ST
PROP. 42" PVC WL SEE NOTE 7
PROP. 8" WL CONNECTION SEE NOTE 8 & 10
EX. 16" VALVE SEE NOTE 4
EX. 8" VALVE SEE NOTE 4
EX. 39" CC WL SEE NOTE 14
PROP. 6" WL CONNECTION SEE NOTE 8 & 10
EX. 6" AC WL SEE NOTE 1
EX. 30" CC RAW WL SEE NOTE 14
EX. 6" AC WL SEE NOTE 1
EX. 6" VALVE SEE NOTE 1
N JUDGE ELY BLVD
PROP. 30" PVC RAW WL SEE NOTE 15
EX. 39" CC WL
PROP. 39" WL CONNECTION SEE NOTE 10
EX. 8" PVC WL SEE NOTE 14
PROP. 16" WL CONNECTION SEE NOTE 8 & 12
PROP. 16" PVC WL SEE NOTE 12
EX. 16" AC WL SEE NOTE 14
PROP. 16" WL CONNECTION SEE NOTE 13
PROP. 30" WL CONNECTION SEE NOTE 16

NORTH
GRAPHIC SCALE 1"=100'
50 0 50 100

SEQUENCE OF CONSTRUCTION NOTES:

1. CLOSE 6" VALVE, REMOVE EX. 6" AC WL AND EX. FH.
2. INSTALL 66" BORE AND ENCASEMENT UNDER JUDGE ELY AND I-20.
3. CONNECT TO EX. 6" BLOWOFF. RUN 12" HDPE WATER LINE ABOVE GRADE TO PROPOSED 16" WL (CONFLICT ID 1043) WEST OF PROPOSED 42" WL AND CONNECT TO 16" WL. OPEN CUT DRIVEWAY, INSTALL 12" HDPE WATER LINE & PROVIDE TRAFFIC PLATE OVER PAVEMENT TO PROVIDE ACCESS. PROVIDE TEMPORARY SERVICE TO BUFFALO WILD WINGS AND DMV.
4. CLOSE 8" AND 16" VALVES ON 39" WL ALONG JUDGE ELY.
5. ISOLATE 42" WL (CITY TO OPERATE VALVES)
6. REMOVE EX. 12", 16" & 42" WLs ALONG NORTH SIDE OF I-20.
7. INSTALL 42" WL.
8. INSTALL 6", 8", 12" & 16" TS&TVs.
9. PRESSURE TEST AND DISINFECT 42" WL.
10. CONNECT 42" WL TO 8", 12", 16", 39" & 42" WLs ALONG NORTH SIDE OF I-20 AND JUDGE ELY AND PLACE INTO SERVICE.
11. REMOVE TEMPORARY WATER SUPPLY.
12. INSTALL 16" WL ALONG JUDGE ELY.
13. PRESSURE TEST, DISINFECT AND PLACE 16" WL IN SERVICE ALONG JUDGE ELY.
14. REMOVE EX. 8" PVC, 16" AC, 30", 39" & 42" CC WLs, FLOWABLE FILL EX. I-20 CROSSING OF 42" WL.
15. INSTALL 54" BORE & 30" RAW WL.
16. PRESSURE TEST 30" RAW WL & PLACE IN SERVICE.
17. FLOWABLE FILL EX. I-20 CROSSING OF 30" RAW WL.

NORTH
GRAPHIC SCALE 1"=300'
150 0 150 300

OPEN CUT & PLATE DRIVEWAY SEE NOTE 3
15' U.E.
15' U.E.
PROPOSED TEMPORARY WATER SUPPLY SEE NOTE 3
EX. 30" CC WL
EX. 6" BLOW OFF SEE NOTE 3
EX. 42" WL SEE NOTE 5

LEGEND
EXISTING WATER LINES
PROPOSED WATER LINES
PROPOSED TEMPORARY WATER SUPPLY

STATE OF TEXAS
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7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

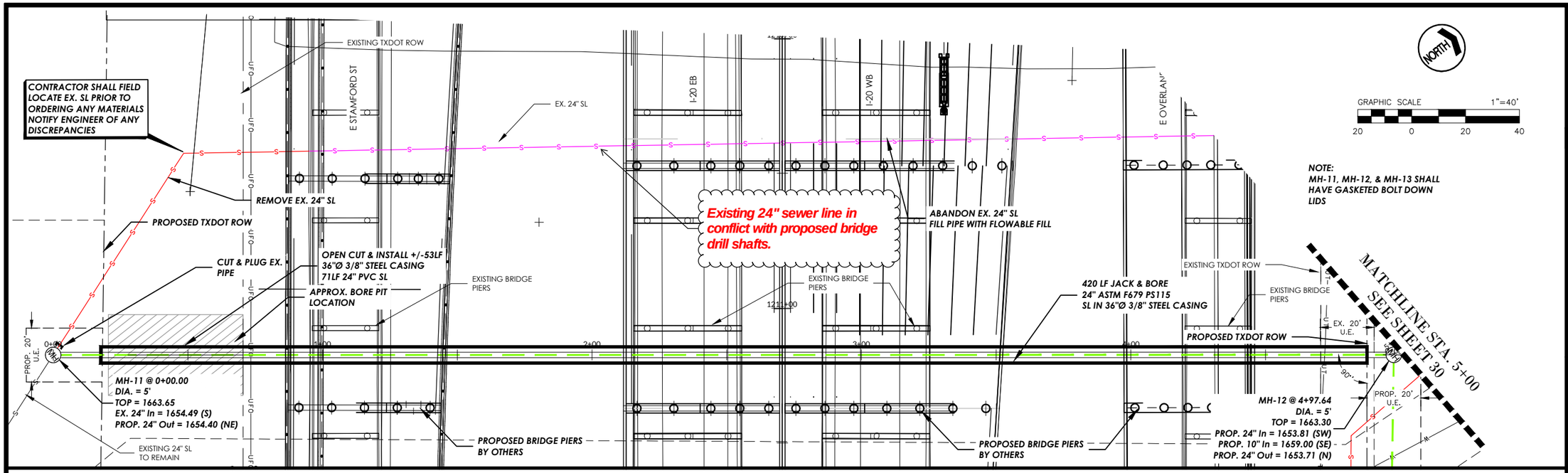
CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

CONFLICT 1012, 1013 & 1322
SEQUENCE OF WORK PLAN

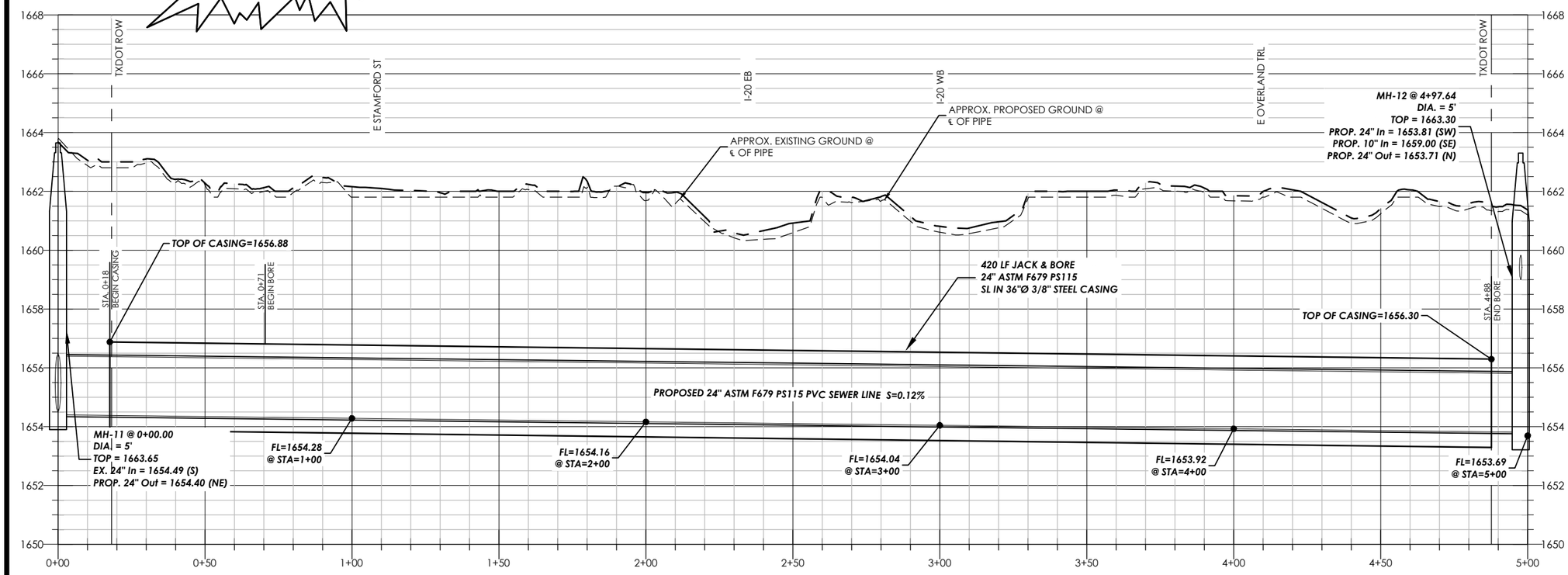
NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 28 / 45 | SHEET 28



CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.



SCALE: H:1"=40' V:1"=4'

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
24" SL CONFLICT 1015 P&P
STA. 0+00-5+00

NO.	REVISION	DATE

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

PROJECT # 24366
SCALE AS SHOWN

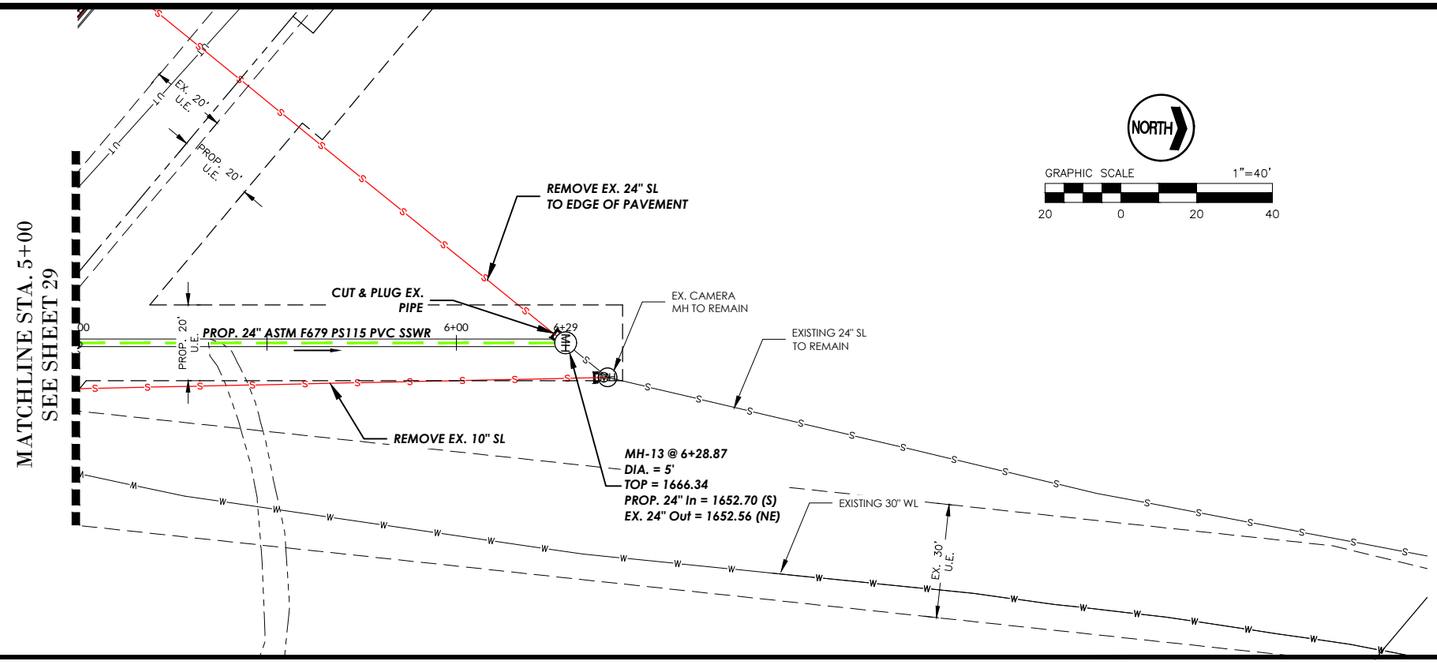
SEQ. 29 / 45
SHEET 29

Plotted by: ethan byerly Plot Date: 8/20/2025 9:19 AM
Saved By: ebyerly Save Time: 8/20/2025 7:51 AM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\29 24" SL CONFLICT 1015 P&P STA. 0+00-5+00.dwg

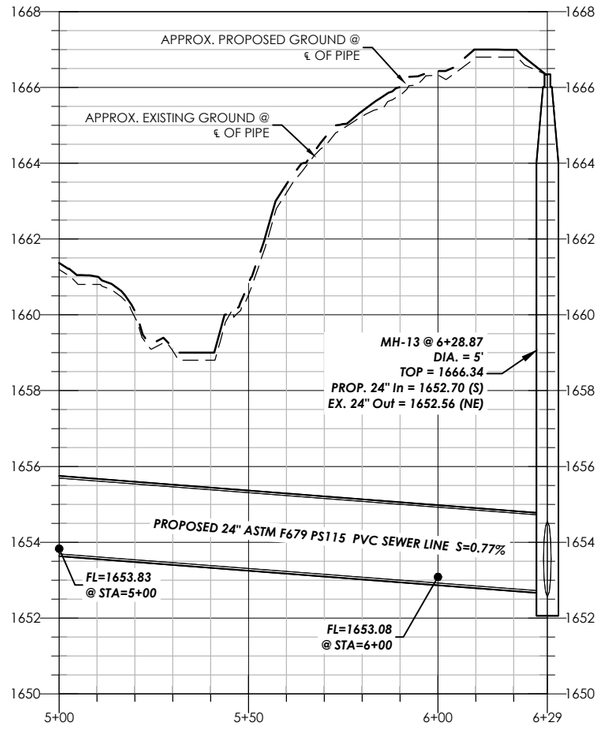
Plotted by: ethan byerly Plot Date: 8/20/2025 9:21 AM
Saved By: ebyerly Save Time: 8/20/2025 7:55 AM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\30 24" SL CONFLICT 1015 P&P STA. 5+00-END.dwg

NOTE:
MH-11, MH-12, & MH-13 SHALL HAVE GASKETED BOLT DOWN LIDS

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.



SCALE:
H:1"=40'
V:1"=4'



STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

24" SL CONFLICT 1015 P&P
STA. 5+00-END

NO.	REVISION	DATE

PROJECT # 24366 | SCALE AS SHOWN

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

SEQ. 30 / 45 | SHEET 30

Plotted by: ethan byerly Plot Date: 8/20/2025 9:24 AM
Saved By: ebyerly Save Time: 8/20/2025 8:00 AM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\31 10" SL CONFLICT 1332 P&P STA. 0+00-END.dwg

EXISTING 30" CC WL

EX. 30' U.E.

MH-12 @ 0+00.00
DIA. = 5'
TOP = 1663.30
PROP. 24" In = 1653.81 (SW)
PROP. 10" In = 1659.00 (SE)
PROP. 24" Out = 1653.71 (N)

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

City has existing easement. Sanitary sewer relocating into replacement easement.

NOTE:
MH-11, MH-12, & MH-13 SHALL HAVE GASKETED BOLT DOWN LIDS

GRAPHIC SCALE 1"=40'
0 20 40

SET MH OVER EX. SL FOR BYPASS REMOVE AFTER COMPLETION

REMOVE & REPLACE 10" SL WITH 10" SDR-35 PVC SSWR AT EX. GRADE

MH-15 @ 5+33.89
DIA. = 4'
TOP = 1673.84
PROP. 10" In = 1666.49 (SE)
PROP. 10" Out = 1666.35 (NW)

PROP. 10" SDR-35 PVC SSWR

MH-14 @ 5+00.00
DIA. = 4'
TOP = 1672.38
PROP. 10" In = 1665.83 (SE)
PROP. 10" Out = 1665.73 (NW)

PROPOSED TXDOT ROW

PROP. 10" SDR-35 PVC SSWR

PROP. 20' U.E.

EX. 20' U.E.

EXISTING TXDOT ROW

REMOVE EX. 10" SL

EX. 10" VC SSWR

REMOVE EX. MH

20' U.E.

SET MH ON EX. PIPE MATCH FL

RECONNECT TO EX. 10" SL WITH 10" COUPLING

E OVERLAND TRL

SCALE: H:1"=40' V:1"=4'

APPROX. PROPOSED GROUND @ ℄ OF PIPE

APPROX. EXISTING GROUND @ ℄ OF PIPE

MH-12 @ 0+00.00
DIA. = 5'
TOP = 1663.30
PROP. 24" In = 1653.81 (SW)
PROP. 10" In = 1659.00 (SE)
PROP. 24" Out = 1653.71 (N)

STA. 0+16 10" SL CROSSING

STA. 0+38 30" WL CROSSING

PROPOSED 10" SDR 35 PVC SEWER LINE S=1.35%

FL=1660.35 @ STA=1+00

FL=1661.69 @ STA=2+00

FL=1663.04 @ STA=3+00

FL=1664.39 @ STA=4+00

PROPOSED 10" SDR 35 PVC SEWER LINE S=1.53%

PROPOSED 10" SDR 35 PVC SEWER LINE S=1.33%

FL=1666.79 @ STA. 5+56.57

CONTRACTOR SHALL FIELD LOCATE EX. 30" CC WL PRIOR TO ORDERING MANHOLES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

MH-15 @ 5+33.89
DIA. = 4'
TOP = 1673.84
PROP. 10" In = 1666.49 (SE)
PROP. 10" Out = 1666.35 (NW)

MH-14 @ 5+00.00
DIA. = 4'
TOP = 1672.38
PROP. 10" In = 1665.83 (SE)
PROP. 10" Out = 1665.73 (NW)

1676 1674 1672 1670 1668 1666 1664 1662 1660 1658 1656 1654 1652

0+00 0+50 1+00 1+50 2+00 2+50 3+00 3+50 4+00 4+50 5+00 5+50 5+60

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
10" SL CONFLICT 1332 P&P
STA. 0+00-END

DATE
NO. REVISION

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

PROJECT # 24366
SCALE AS SHOWN

SEQ. 31 / 45
SHEET 31

Plot Date: 8/20/2025 9:26 AM
Plotted by: ethan byerly
Save Time: 7/10/2025 5:10 PM
Saved By: ebyerly
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\32 CONFLICT 1015 & 1332 BYPASS PLAN.dwg

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

SEQUENCE OF CONSTRUCTION NOTES:

1. INSTALL BYPASS MH 10' EAST OF MH-15 ON EX. SL.
2. BEGIN BYPASS PUMPING.
3. BORE 24" SEWER LINE, INSTALL 10" SEWER LINE AND INSTALL MANHOLES 11, 12, 14 & 15 AS SHOWN. LINE SHALL BE INSTALLED WITHIN 5' OF MH-13.
4. TEST INSTALLED LINE AND MANHOLES.
5. INSTALL MH-13 ON EXISTING SEWER LINE.
6. TEST MH-13.
7. RECONNECT EXISTING SERVICES TO NEW LINE.
8. REMOVE BYPASS MH AND RECONNECT 10" SL.
9. ABANDON/REMOVE EXISTING LINE, ABANDON/REMOVE EXISTING MANHOLES.

NORTH

GRAPHIC SCALE 1"=200'
100 0 100 200

LEGEND

(MH) MH-E1	EXISTING MANHOLE
21"	EXISTING SEWER LINES
(MH) MH-1	PROPOSED MANHOLE
30"	PROPOSED SEWER LINE
	PROPOSED BYPASS PUMPING

LOWDEN ST
MH-E15
24"
MH-13
MH-12
EXISTING SEWER LINE
SEE BYPASS NOTE 2
10"
MH-E16
MH-14
MH-15
BYPASS MH
PROPOSED SEWER LINE
SEE BYPASS NOTE 1
MH-11
EXISTING SEWER LINE
24"
MH-E14
E OVERLAND TRL
MH-E17
I-20 WB
I-20 EB
E STAMFORD ST
SH 351

GENERAL GUIDELINES FOR BYPASS PUMPING:

THE FOLLOWING GUIDELINES FOR BYPASS PUMPING ARE PROVIDED TO THE CONTRACTOR. HOWEVER, THE CONTRACTOR SHALL BE ALLOWED TO DEVIATE FROM GUIDELINES WITH OWNER AND ENGINEER APPROVAL.

1. FOR CONNECTION TO EXISTING 24" SL ADJACENT TO MH-11 & MH-13, INSTALL MANHOLES ON EXISTING LINE. ISOLATE MH-E15 BY PLUGGING OUTLET AT MH-E14 AND BYPASS PUMPING FROM MH-E14 TO MH-E15. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-E15. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.
2. FOR RECONNECTION OF EXISTING 10" SL TO MH-15, ISOLATE EXISTING 10" SL BY PLUGGING OUTLET AT MH-E17 AND BYPASS PUMPING FROM MH-E17 TO MH-14. CONNECTION TO EXISTING 10" SL SHALL BE DONE AT NIGHT WHEN TACO CASA IS CLOSED. CONTRACTOR SHALL USE SUBMERSIBLE SEWAGE PUMP AND RUN ABOVE-GRADE WASTEWATER LINE TO MH-14. CONTRACTOR SHALL DETERMINE PUMP AND BYPASS LINE SIZE.

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

CONFLICT 1015 & 1332 BYPASS PLAN

NO.	REVISION	DATE

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

PROJECT # 24366
SCALE AS SHOWN

SEQ. 32/45
SHEET 32

CAUTION!!!
Contractor to call for locates (1-800-DIG-TESS) and field verify the location of all existing utilities prior to excavation.

NORTH

GRAPHIC SCALE 1"=40'
20 0 20 40

NOTE:
CONTRACTOR SHALL ALLOW FOR AT LEAST ONE DRIVE AT BUSINESSES TO REMAIN OPEN AT ALL TIMES.

RELOCATED WATER METER

OPEN CUT & REPAIR ASPHALT DRIVEWAY PER SPECS (~285LF)

SLICK BORE UNDER DRIVEWAY

EXISTING 8" SL

EX. 20' U.E.

PROP. 6" DR18 C900 PVC WL

REMOVE EX. 6" AC WL

1" SDR9 PE WATER SERVICE

PROP. 15' U.E.

STA. 0+00.00
FH ASSEMBLY

EXISTING TXDOT ROW

EX. 15' U.E.

RELOCATED WATER METERS

EXISTING 10" SL (TO REMAIN)

Existing 6" water line in conflict with proposed pavement systems, sidewalk and retaining walls. Excessive utilities in right-of-way makes replacement at the same location infeasible.

ABANDON EX. 6" AC WL
FILL PIPE WITH FLOWABLE FILL

PROPOSE

1" SDR9 PE WATER SERVICE

E OVERLAND TRL

RELOCATE WATER METERS & CONNECT TO EX. SERVICE LINES

SLICK BORE UNDER DRIVEWAY

MATCHLINE STA. 4+00
SEE THIS SHEET

CUT & CAP EX. 6" WL

ABANDON EX. 6" AC WL
FILL PIPE WITH FLOWABLE FILL

E OVERLAND TRL

AMBLER AVE (SH 351)

EXISTING 12" CI WL

NORTH

MATCHLINE STA. 3+00
SEE THIS SHEET

EX. 15' U.E.

EXISTING 8" SL

EX. 20' U.E.

STA. 3+90.77
6" DIMJ 11.25° BEND

OPEN CUT & REPAIR ASPHALT DRIVEWAY PER SPECS (~410LF)

EX. 10.5' U.E.

PROP. 6" DR18 C900 PVC WL

EXISTING 12" WL

STA. 7+46.47
CONNECT TO EX. 12" WL WITH:
12"X6" TS&TV

STA. 3+78.26
6" DIMJ 11.25° BEND

EX. 15' U.E.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

6" WL CONFLICT 1320 STA. 0+00-END

NO.	REVISION	DATE

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

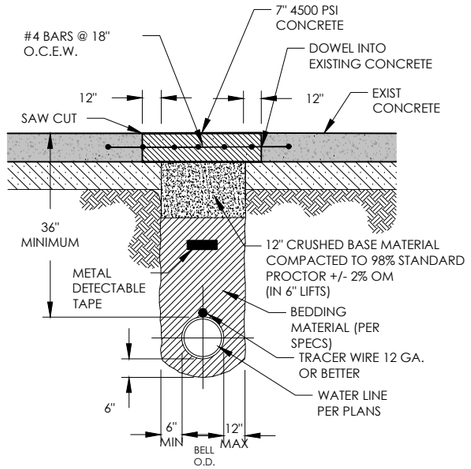
PROJECT # 24366
SCALE AS SHOWN
SEQ. 33
SHEET 33
45

Plotted by: ethan.byerly Plot Date: 8/20/2025 9:29 AM
Saved By: ebyerly Save Time: 8/20/2025 8:15 AM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\33 6" WL CONFLICT 1320 STA. 0+00-END.dwg

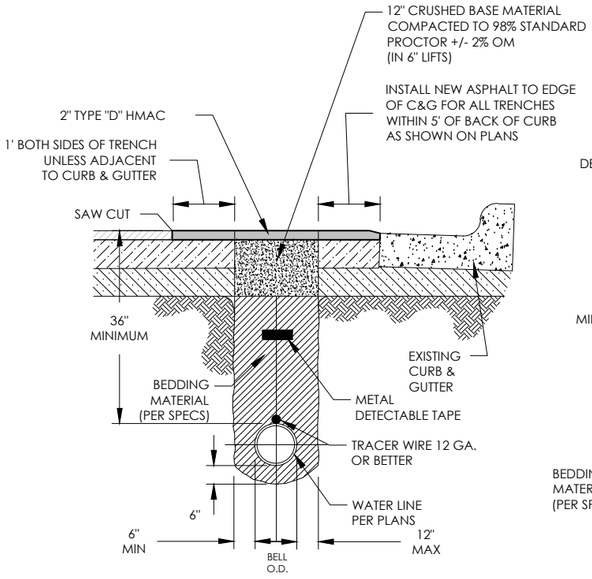
NOTE:

1. ALL PAVEMENT REPAIR FOR WATER MAINS SHALL BE PAID PER LINEAR FOOT AS SHOWN IN BID SCHEDULE. NO ADDITIONAL PAYMENT SHALL BE PAID FOR PAVEMENT REPAIR THAT EXTENDS BEYOND WIDTH SHOWN ON TRENCH DETAIL WITHOUT PRIOR APPROVAL FROM OWNER AND ENGINEER.

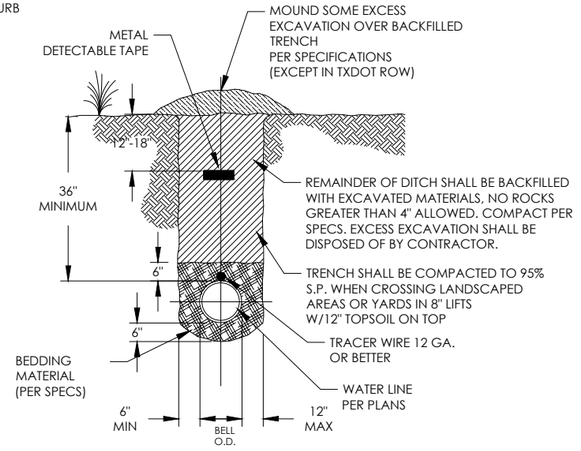
2. PAVEMENT REPAIR SHALL INCLUDE REPAIR TO ALL CURB & GUTTER TO A CONDITION EQUAL TO OR BETTER THAN THE PRE-CONSTRUCTION CONDITION.



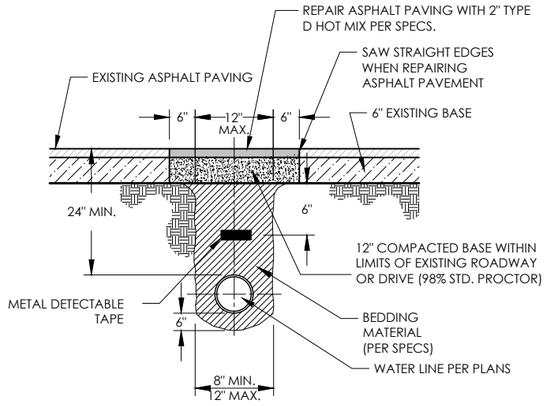
TRENCH WITHIN CONCRETE AREAS



TRENCH WITHIN ASPHALT AREAS



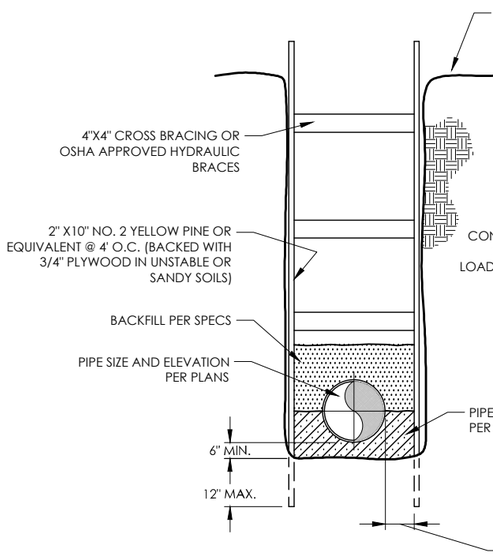
TRENCH OUTSIDE OF PAVED AREAS



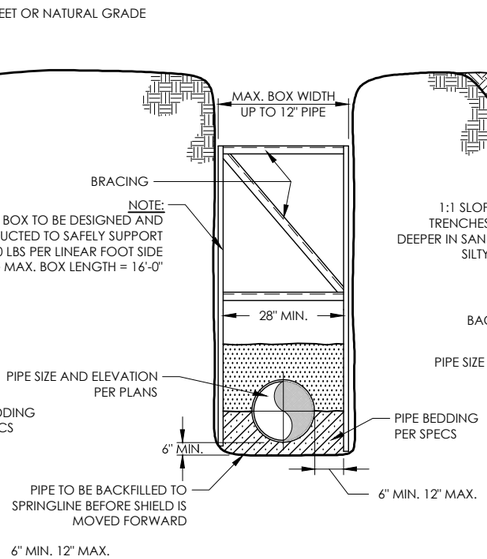
SERVICE LINE TRENCH

TYPICAL WATER LINE TRENCH SECTIONS

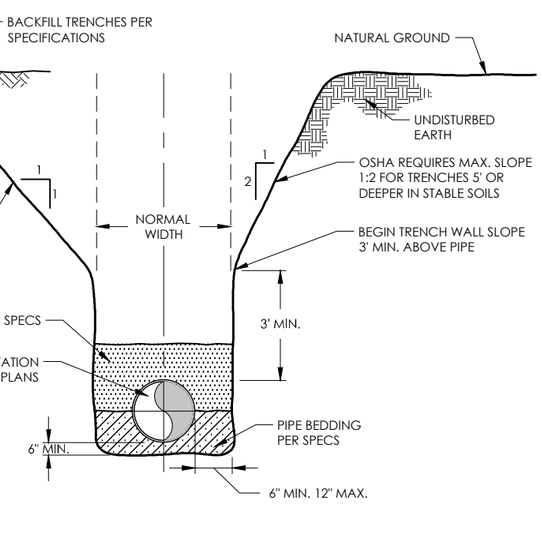
N.T.S.



WALL BRACING DETAIL



MOVABLE SHIELD



TRENCH WALL SLOPING

TRENCH WALL PROTECTION

N.T.S.

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER DETAILS 1

NO.	REVISION	DATE
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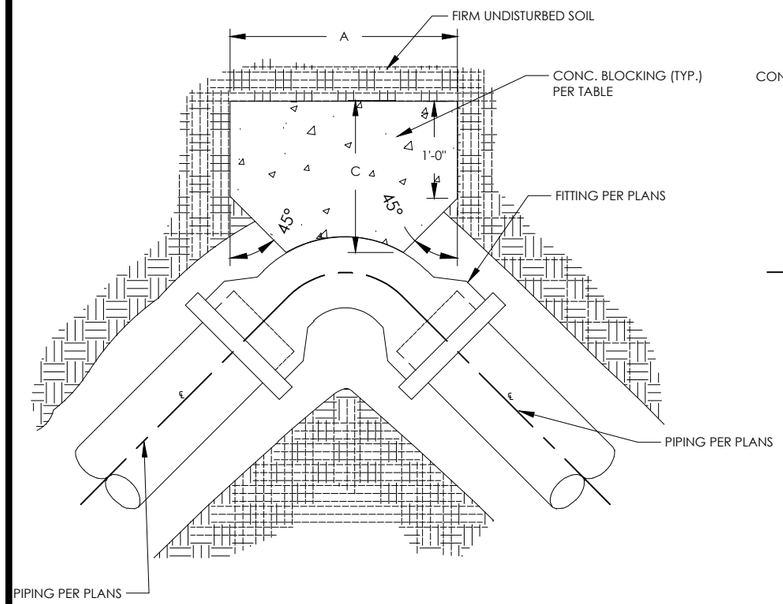
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

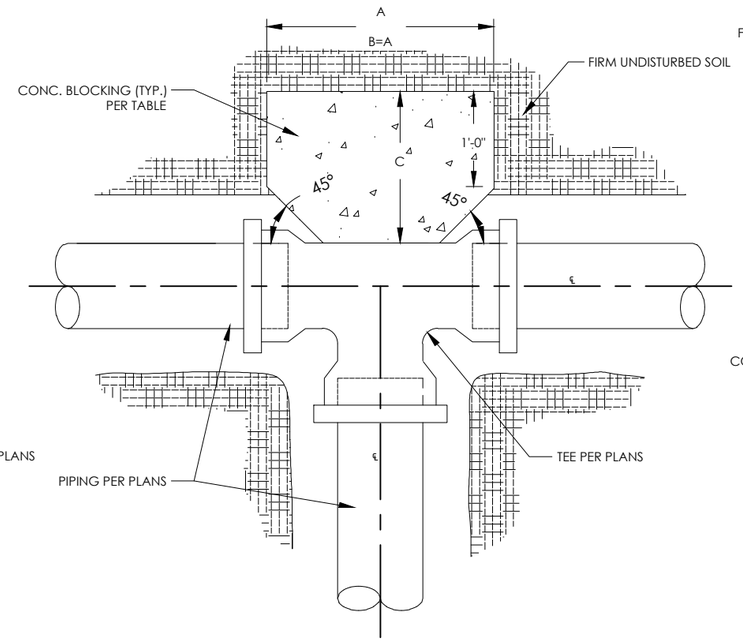
PROJECT # 24366 | SCALE N/A

SEQ. 34 / 45 | SHEET 34

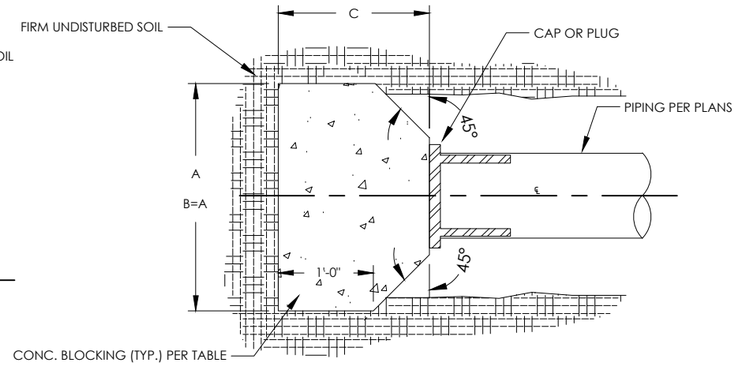
Plotted by: tristan king Plot Date: 7/11/2025 8:46 PM
Saved By: ebyerly Save Time: 7/10/2025 5:10 PM
X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\34 WATER DETAILS 1.dwg



PLAN OF BEND THRUST BLOCK



PLAN OF TEE THRUST BLOCK



PLAN OF PLUG/CAP THRUST BLOCK

TYPICAL HORIZONTAL BLOCKING DETAILS

N.T.S.

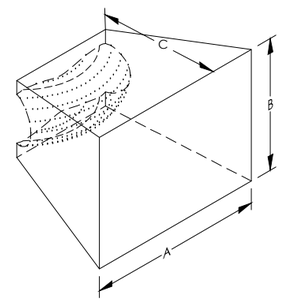
NOTES:

1. BLOCKING REQ'D. ON ALL FITTINGS 2" & LARGER.
2. ALL REQUIRED BENDS & FITTINGS MAY NOT BE LABELED ON THE PLANS.
3. PIPE MAY BE CURVED UP TO 75% OF MANUFACTURER'S RECOMMENDED MAXIMUM CURVATURE WITHOUT A BEND AS APPROVED BY OWNER & ENGINEER.
4. ALL DUCTILE IRON FITTINGS AND VALVES TO BE PROTECTED FROM CONCRETE WITH A WRAPPING OF 8 MIL POLYETHYLENE PER SPECS. CONCRETE SHALL NOT EXTEND BEYOND JOINTS.
5. CONTRACTOR SHALL USE MEGA LUG RESTRAINTS FOR ALL FITTINGS. PROTECT BOLTS FROM CONCRETE.
6. CONCRETE FOR BLOCKING SHALL BE CLASS "B".
7. POUR CONCRETE FOR BLOCKS AGAINST UNDISTURBED EARTH.
8. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.

DIMENSIONS FOR HORIZONTAL CONCRETE THRUST BLOCKS

FITTING SIZE (INCHES)	11.25° BEND			22.5° BEND			45° BEND			90° BEND			TEES, WYES & PLUGS (CAPS)		
	MINIMUM DEPTH "C" (FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN FEET ("A" X "B")	MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	MINIMUM DEPTH "C" (FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN FEET ("A" X "B")	MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	MINIMUM DEPTH "C" (FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN FEET ("A" X "B")	MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	MINIMUM DEPTH "C" (FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN FEET ("A" X "B")	MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	MINIMUM DEPTH "C" (FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN FEET ("A" X "B")	MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*
2-8	1.5	1 x 1.5	0.1	1.5	1.5 x 1.5	0.1	1.5	2.0 x 2.0	0.1	1.5	5.0 x 1.5	0.2	1.5	2.5 x 2.5	0.3
10, 12	1.5	1.5 x 1.5	0.1	1.5	2.0 x 2.5	0.3	1.5	3.5 x 2.5	0.3	1.5	6.5 x 2.5	0.5	1.5	3.5 x 3.5	0.6
16, 18	1.5	2 x 2.5	0.3	1.5	3.0 x 3.5	0.6	1.5	4.5 x 4.5	0.6	1.5	9.0 x 4.0	1.0	2.0	5.5 x 5.5	1.6
20	1.5	2 x 3.5	0.4	1.5	3.5 x 3.5	0.7	1.5	5.5 x 4.5	0.7	1.5	10.0 x 4.5	1.5	2.0	6.0 x 6.0	1.9
24	1.5	3 x 3.5	0.5	1.5	4.0 x 4.5	1.0	1.5	8.0 x 4.5	1.1	1.5	14.5 x 4.5	2.1	2.5	7.0 x 7.0	3.1
30	1.5	3 x 3.5	0.6	1.9	5.0 x 4.5	1.5	1.9	8.5 x 5.0	1.6	1.9	15.0 x 5.0	3.3	3.0	7.5 x 7.5	4.1
36	1.5	3.5 x 4.5	0.9	2.3	5.5 x 5.5	2.3	2.3	10.0 x 6.0	2.6	2.3	18.0 x 6.0	5.3	4.0	9.0 x 9.0	7.3
42	1.8	4.5 x 5	1.5	2.6	7.0 x 6.0	3.9	2.6	11.5 x 7.0	4.2	2.6	21.0 x 7.0	8.7	4.5	10.5 x 10.5	11.0
48	2.0	4.5 x 6	2.0	3.0	8.0 x 7.0	5.7	3.0	13.0 x 8.0	6.3	3.0	24.0 x 8.0	12.4	5.0	12.0 x 12.0	15.6
54	2.3	6 x 6	3.0	3.4	9.0 x 8.0	8.0	3.4	15.0 x 9.0	8.9	3.4	27.0 x 9.0	18.1	5.5	13.5 x 13.5	21.4
60	2.5	6 x 7	3.8	3.8	9.5 x 9.0	10.6	3.8	16.5 x 10.0	12.0	3.8	30.0 x 10.0	24.0	6.0	15.0 x 15.0	28.4
66	2.8	6.5 x 8	5.1	4.1	10.5 x 10.0	14.1	4.1	18.0 x 11.0	16.2	4.1	33.0 x 11.0	32.5	6.5	16.5 x 16.5	36.8
72	3.0	7.5 x 8	6.3	4.5	11.0 x 11.0	17.6	4.5	19.5 x 12.0	20.7	4.5	36.0 x 12.0	41.0	7.5	17.5 x 17.5	47.2
78	3.3	8 x 9	8.1	4.9	12.0 x 12.0	22.5	4.9	21.5 x 13.0	25.9	4.9	39.0 x 13.0	53.2	8.0	19.0 x 19.0	58.9
84	3.5	8.5 x 10	10.3	5.3	13.0 x 12.5	27.2	5.3	23.0 x 14.0	32.6	5.3	42.0 x 14.0	64.8	8.5	20.5 x 20.5	72.3
90	3.8	9.5 x 10	12.2	5.6	14.0 x 13.5	33.7	5.6	24.5 x 15.0	39.6	5.6	45.0 x 15.0	81.2	9.0	22.0 x 22.0	87.7
96	4.0	10 x 11	15.0	6.0	15.0 x 14.5	41.2	6.0	26.0 x 16.0	48.5	6.0	48.0 x 16.0	95.1	9.5	23.5 x 23.5	104.8

* VARIES CONSIDERABLY W/DISTANCE BETWEEN PIPE AND BEARING POINT



STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER DETAILS 2

NO.	REVISION	DATE
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PROJECT # 24366 | SCALE N/A

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

SEQ. 35 / 45 | SHEET 35

Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM

Saved By: tking Save Time: 7/10/2025 5:10 PM

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Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM
Save Time: 7/10/2025 5:10 PM Saved By: tking
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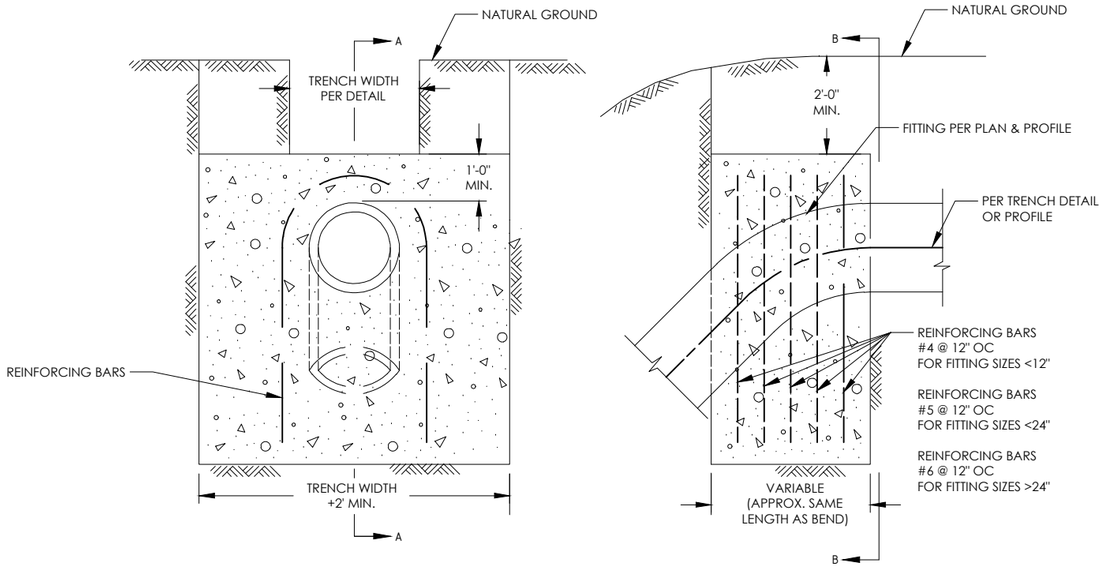

ELEVATION "B-B"

SECTION "A-A"

TYPICAL VERTICAL BLOCKING DETAILS

N.T.S.

NOTES:

1. BLOCKING REQ'D. ON ALL FITTINGS 2" & LARGER.
2. ALL REQUIRED BENDS & FITTINGS MAY NOT BE LABELED ON THE PLANS.
3. PIPE MAY BE CURVED UP TO 75% OF MANUFACTURER'S RECOMMENDED MAXIMUM CURVATURE WITHOUT A BEND AS APPROVED BY OWNER & ENGINEER.
4. ALL DUCTILE IRON FITTINGS AND VALVES TO BE PROTECTED FROM CONCRETE WITH A WRAPPING OF 8 MIL POLYETHYLENE PER SPECS. CONCRETE SHALL NOT EXTEND BEYOND JOINTS.
5. CONTRACTOR SHALL USE MEGA LUG RESTRAINTS FOR ALL FITTINGS. PROTECT BOLTS FROM CONCRETE.
6. CONCRETE FOR BLOCKING SHALL BE CLASS "B".
7. POUR CONCRETE FOR BLOCKS AGAINST UNDISTURBED EARTH.
8. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.

DIMENSIONS FOR VERTICAL CONCRETE THRUST BLOCKS

FITTING SIZE (INCHES)	11.25° BEND MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	22.5° BEND MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	45° BEND MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*	90° BEND MINIMUM VOLUME OF CONC. REQUIRED (CUBIC YARDS)*
2-8	0.5	1.0	1.8	2.5
10, 12	1.1	2.2	4.0	5.7
16, 18	2.5	4.9	9.0	12.7
20	3.1	6.0	11.1	15.7
24	4.4	8.7	16.0	22.6
30	5.2	10.1	18.8	26.5
36	7.5	14.6	27.0	38.2
42	10.1	19.9	36.7	52.0
48	13.2	26.0	48.0	67.9
54	16.8	32.9	60.7	85.9
60	20.7	40.6	75.0	106.0
66	25.0	49.1	90.7	128.0
72	29.8	58.4	108.0	153.0
78	35.0	68.6	127.0	179.0
84	40.5	79.5	147.0	208.0
90	46.5	91.3	169.0	239.0
96	53.0	104.0	192.0	272.0

* VARIES CONSIDERABLY W/DISTANCE BETWEEN PIPE AND BEARING POINT

STATE OF TEXAS
JAMES T. KING
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LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER DETAILS 3

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 SCALE N/A

SEQ. 36 SHEET 36 / 45

Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM
Saved By: tking Save Time: 7/10/2025 5:10 PM
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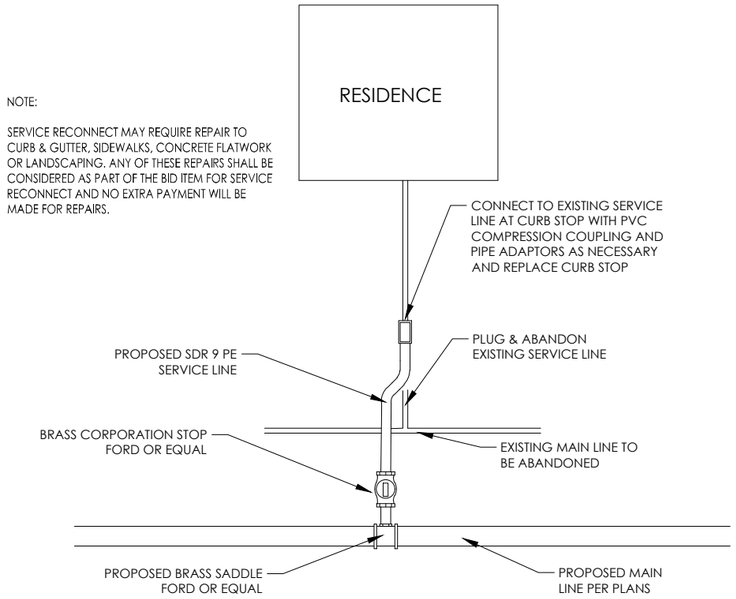
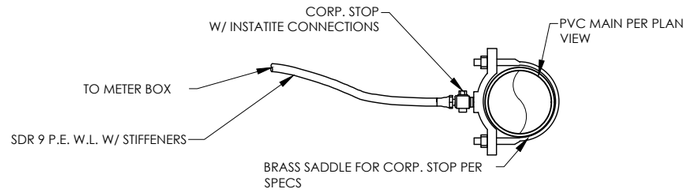
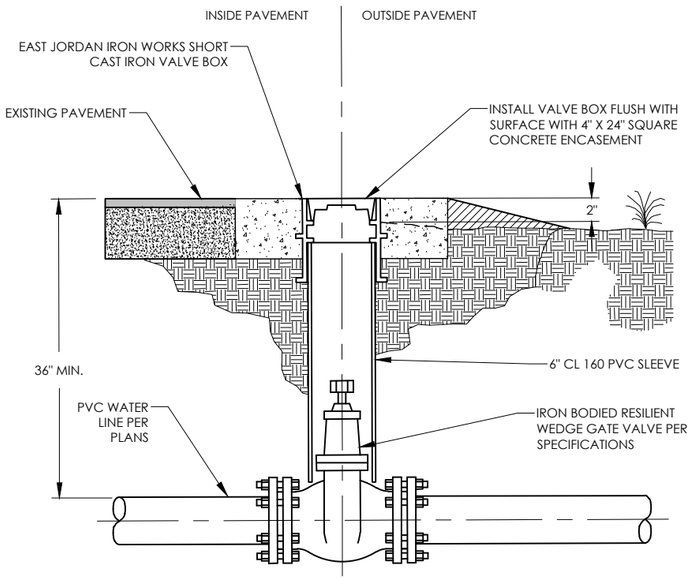


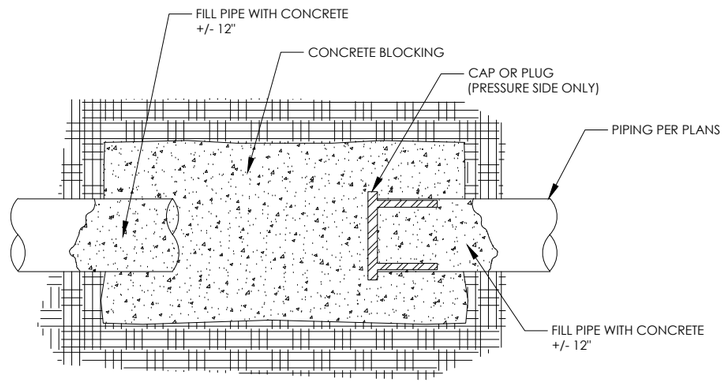
TYPICAL DETAIL FOR SERVICE RECONNECTION
N.T.S.



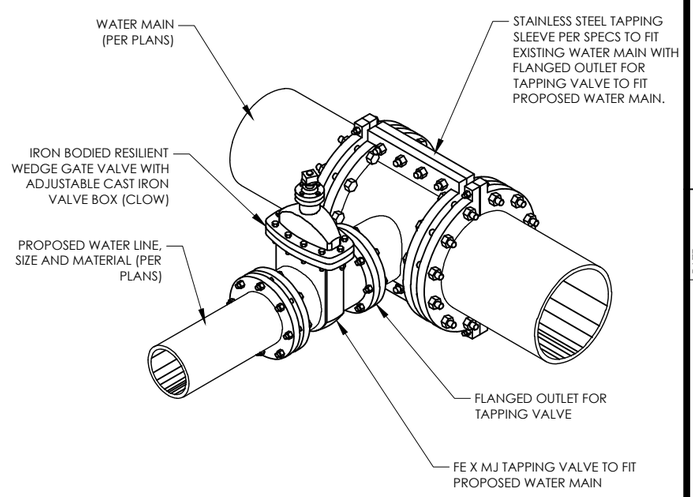
SERVICE CONNECTION FROM MAIN W.L.
N.T.S.



GATE VALVE & BOXES
N.T.S.



CUT & CAP DETAIL
N.T.S.



MAIN-LINE TAP CONNECTION
N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1
WATER DETAILS 4

NO.	REVISION	DATE
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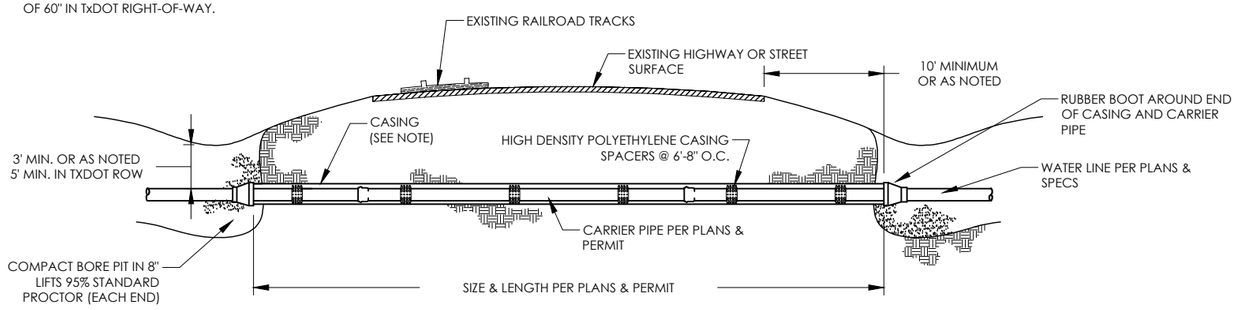
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 SCALE N/A

SEQ. 37 / 45 SHEET 37

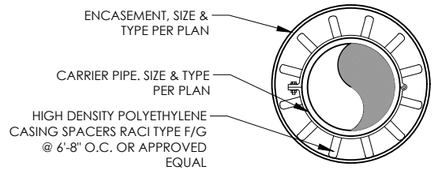
BORE & ENCASEMENT NOTES:

1. ALL OPEN CUT AND ENCASEMENT SHALL INCLUDE CASING SPACERS FOR THE CARRIER PIPE.
2. ALL CASING SHALL BE 3/8" STEEL UNLESS OTHERWISE SPECIFIED.
3. CASING FOR RAILROAD CROSSINGS SHALL BE 5/16" STEEL.
4. BORE & ENCASEMENT LENGTH SPECIFIED ON THE PLANS SHALL NOT BE INCREASED WITHOUT PRIOR PERMISSION FROM ENGINEER.
5. COVER OVER PIPE AND/OR CASING SHALL BE A MINIMUM OF 60" IN TxDOT RIGHT-OF-WAY.

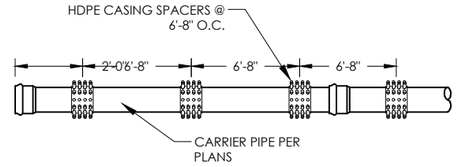


ENCASEMENT FOR WATER LINE UNDER ROADS AND RAILROADS

N.T.S.



SPACER SECTION DETAIL



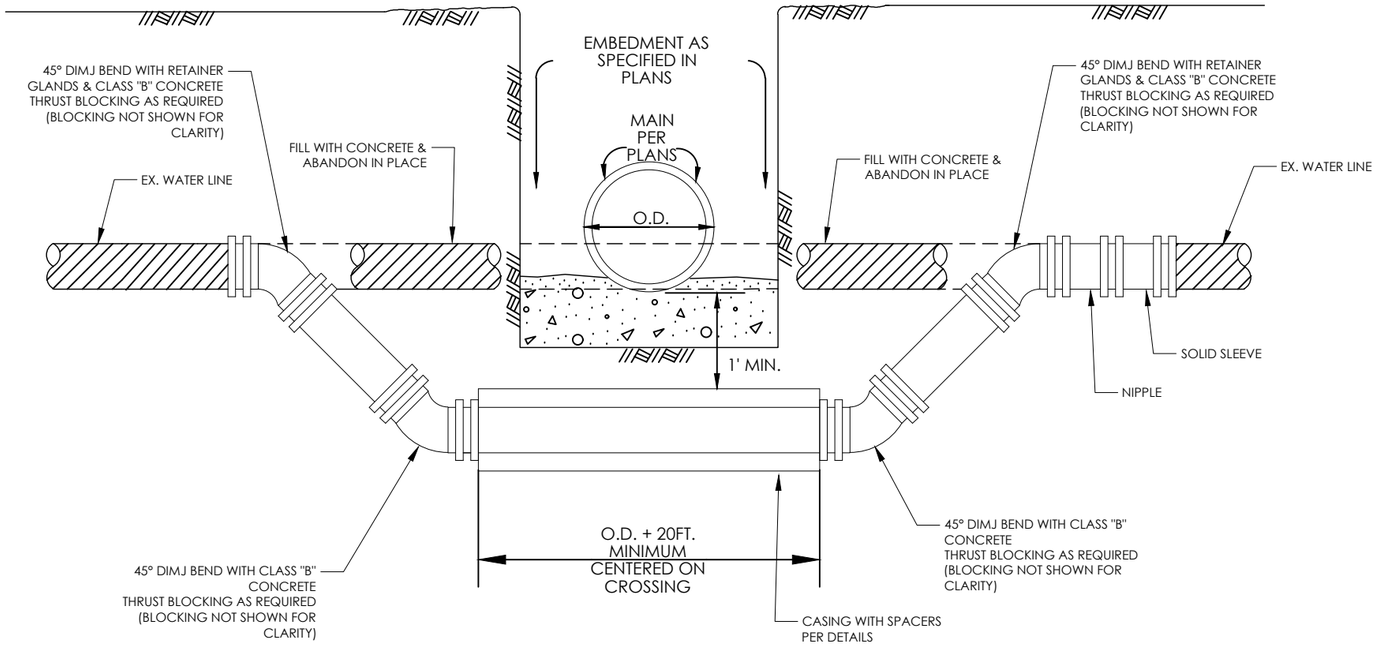
SPACING DETAIL

ENCASEMENT SPACER DETAILS

N.T.S.

NOTE:

IF THE WATER MAIN IS BEING LOWERED UNDER A WASTEWATER LINE, THEN IT MUST COMPLY WITH TCEQ REQUIREMENTS, AT NO EXTRA PAY.



WATER MAIN LOWERING

N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER DETAILS 5

NO.	REVISION	DATE
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PROJECT # 24366 | SCALE N/A

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

SEQ. 38 / 45 | SHEET 38

Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM

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Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM
Saved By: ebyerly Save Time: 7/10/2025 5:10 PM
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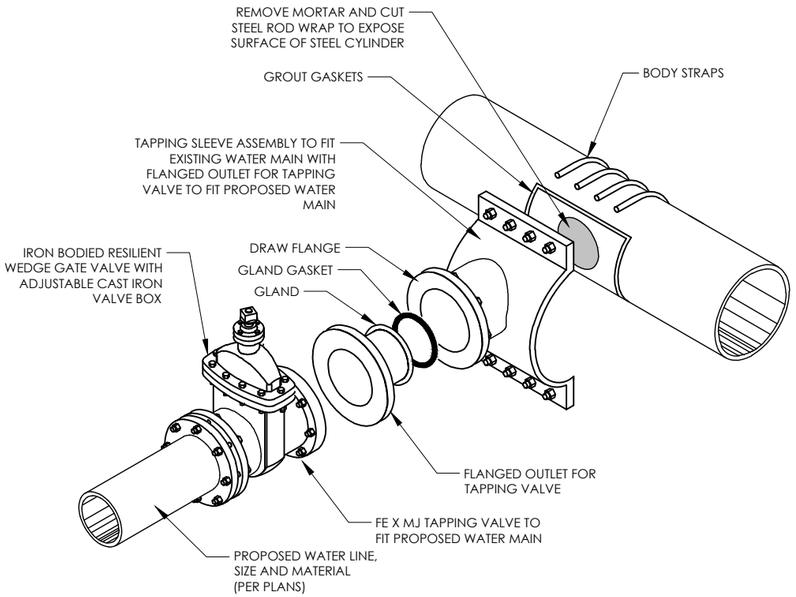
TAPPING PROCEDURE FOR B-303 PCCP PIPE 4" AND LARGER

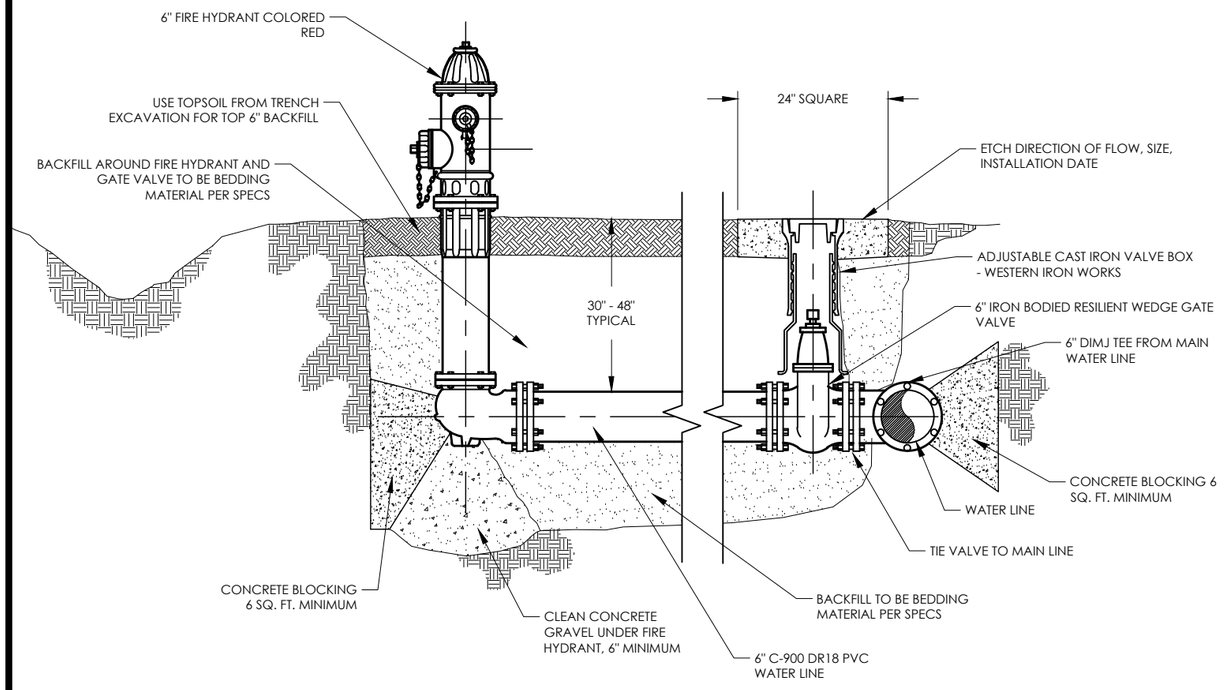
NOTE: CONTRACTOR SHALL FIELD VERIFY THE TYPE OF PCCP TO BE TAPPED AND PERFORM THE TAP ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

1. REMOVE THE MORTAR COATING FROM THE AREA WHERE THE TAPPING GLAND IS TO BE SEATED, EXPOSING THE MILD STEEL ROD WRAP AND THE STEEL CYLINDER.
2. CUT AND REMOVE THE ROD FROM WITHIN THE OPENING, EXPOSING THE OUTER SURFACE OF THE STEEL CYLINDER.
3. POSITION THE SADDLE OVER THE OPENING IN THE MORTAR COATING AND SECURELY ATTACH IT TO THE PIPE WITH STRAPS AND BOLTS.
4. POSITION THE GLAND IN THE SADDLE WITH THE RUBBER GASKET AGAINST THE STEEL CYLINDER OF PIPE. TIGHTEN THE OUTER CIRCLE OF BOLTS CONNECTING THE SADDLE FLANGE TO THE GLAND, COMPRESSING THE GASKET AGAINST THE CYLINDER FOR A WATER TIGHT SEAL. (NOTE: THE GLAND IS NOT DESIGNED TO FIT FLUSH AGAINST THE TAPPING SADDLE FLANGE. THERE SHOULD BE APPROXIMATELY ONE INCH OF SPACE BETWEEN TWO FLANGES AFTER THE GLAND IS TIGHTENED.)
5. CHECK THE POSITION OF THE RUBBER GASKET BETWEEN THE GLAND AND THE CYLINDER WITH A FEELER GAUGE.
6. CONNECT THE TAPPING VALVE TO THE GLAND FLANGE WITH THE INNER CIRCLE OF BOLTS AND SUPPORT THE VALVE TO PREVENT MOVEMENT.
7. CONNECT THE TAPPING MACHINE TO THE TAPPING VALVE, OPEN THE TAPPING VALVE AND HYDROSTATIC OR AIR TEST THE ENTIRE ASSEMBLY TO ENSURE WATER TIGHTNESS.
8. CUT THROUGH THE PIPE WITH THE TAPPING MACHINE.
9. WITHDRAW THE CUTTING HEAD PAST THE TAPPING VALVE AND CLOSE THE VALVE.
10. DISCONNECT THE TAPPING MACHINE FROM THE TAPPING VALVE.
11. POUR THE CEMENT MORTAR INTO THE VOID BETWEEN THE GLAND AND THE TAPPING SADDLE. THE SPACE BETWEEN THE SADDLE AND THE PIPE ALSO NEEDS TO BE MORTARED.
12. AFTER COMPLETION OF TAP, ALL EXPOSED STEEL COMPONENTS REQUIRE A 1" MINIMUM MORTAR COATING. FAILURE BY THE CONTRACTOR TO APPLY MORTAR COATING CAN LEAD TO FAILURE OF TAPPING SADDLE.



CONCRETE STEEL CYLINDER TAP CONNECTION

N.T.S.



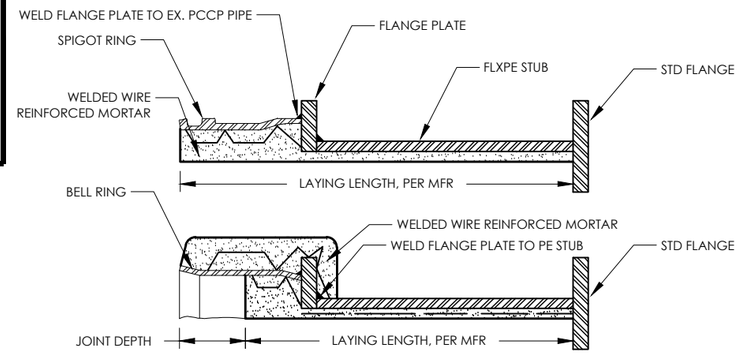
6" FIRE HYDRANT DETAIL

N.T.S.

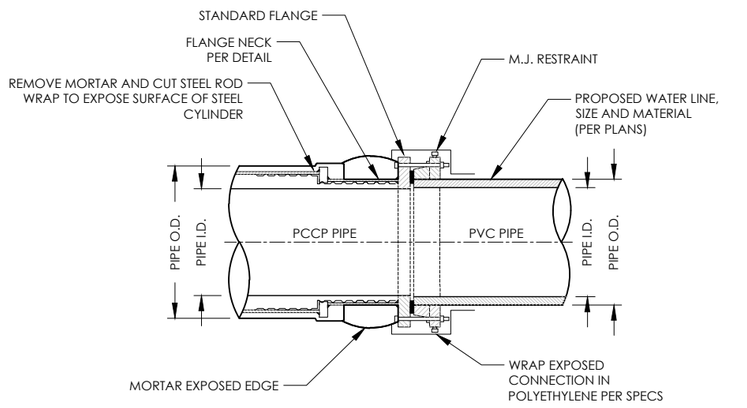
CONNECTION PROCEDURE FOR B-303 PCCP PIPE 4" AND LARGER

NOTE: CONTRACTOR SHALL FIELD VERIFY THE TYPE OF PCCP TO BE CONNECTED AND PERFORM THE CONNECTION ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

1. REMOVE THE MORTAR COATING FROM THE AREA AT THE CONNECTION POINT, EXPOSING THE MILD STEEL ROD WRAP AND THE STEEL CYLINDER.
2. CUT AND REMOVE THE ROD FROM WITHIN THE OPENING, EXPOSING THE OUTER SURFACE OF THE STEEL CYLINDER.
3. POSITION THE FLANGE PLATE OVER THE OPENING IN THE MORTAR COATING AND SECURELY WELD IT TO THE STEEL CYLINDER OF THE PIPE. WELD FLANGE PLATE TO FLANGE X PLAIN END STUB.
4. INSERT GASKET AND PVC PIPE, SECURE FLANGE TO MECHANICAL JOINT RESTRAINT.
5. REPLACE MORTAR AND WRAP EXPOSED RESTRAINT.
6. AFTER COMPLETION OF TAP, ALL EXPOSED STEEL COMPONENTS REQUIRE A 1" MINIMUM MORTAR COATING. FAILURE BY THE CONTRACTOR TO APPLY MORTAR COATING CAN LEAD TO FAILURE OF TAPPING SADDLE.



FLANGE NECK



CONCRETE STEEL CYLINDER PIPE CONNECTION

N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
LICENSED PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER DETAILS 6

NO.	REVISION	DATE
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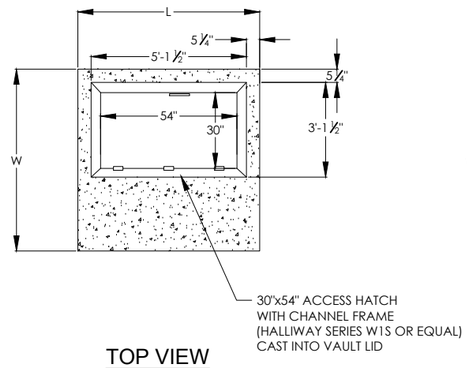
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

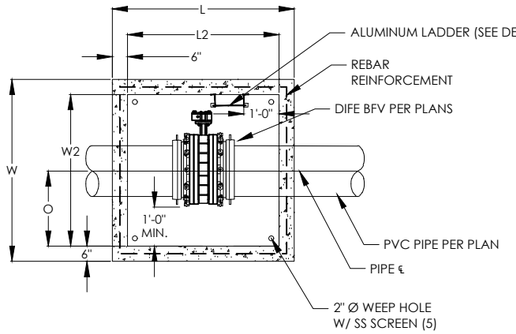
PROJECT # 24366 | SCALE N/A

SEQ. 39 / 45 | SHEET 39

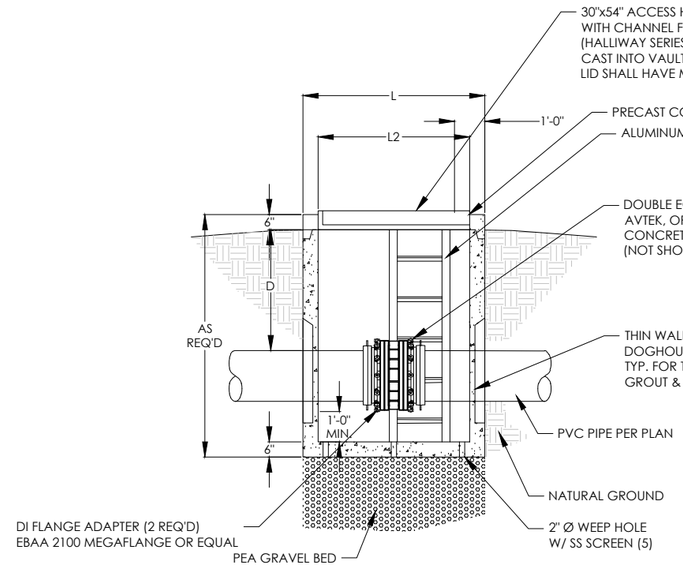


30"x54" ACCESS HATCH
WITH CHANNEL FRAME
(HALLIWAY SERIES W1S OR EQUAL)
CAST INTO VAULT LID

TOP VIEW



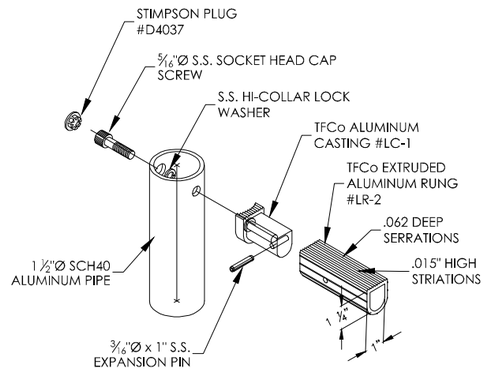
TOP SECTION VIEW



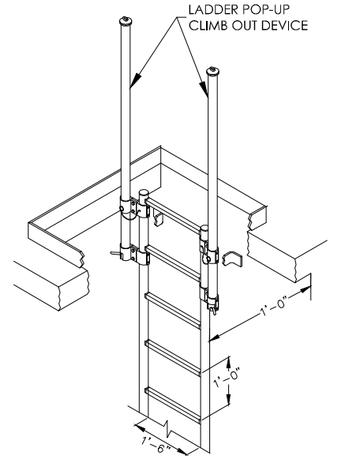
SIDE SECTION VIEW

DIMENSIONS FOR CONCRETE VALVE VAULTS						
PIPE DIA. SIZE (INCHES)	LENGTH L (FEET)	LENGTH L2 (FEET)	WIDTH W (FEET)	WIDTH W2 (FEET)	OFFSET O (FEET)	DEPTH D (FEET)
30	8	7	8	7	3	PER PLAN
36	8	7	9	8	3.5	PER PLAN
42	8	7	10	9	4	PER PLAN

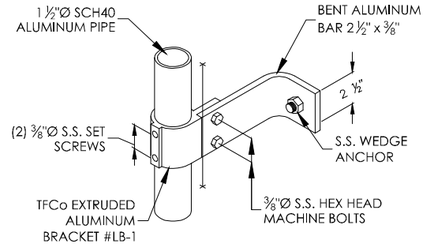
VALVE VAULT DETAILS
N.T.S.



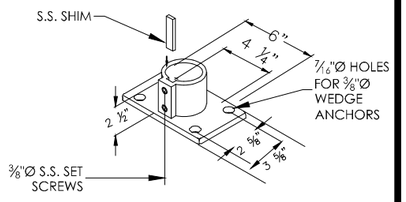
LADDER RUNG



LADDER DIMENSIONS

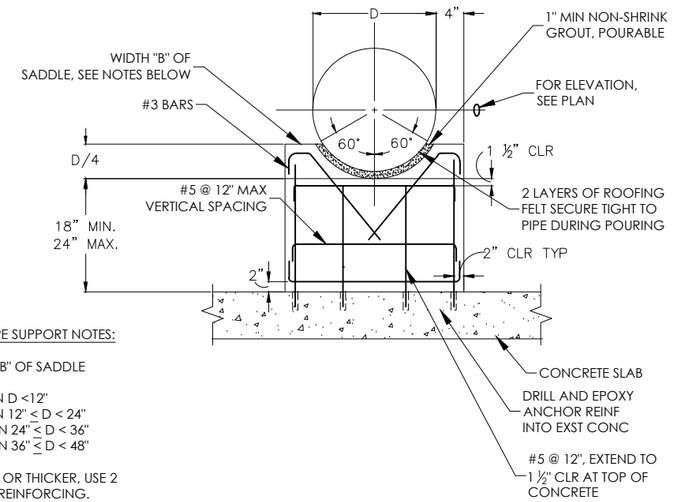


LADDER BRACKET



LADDER BASE FLANGE

LADDER DETAILS
N.T.S.



CONCRETE PIPE SUPPORT NOTES:

1. THICKNESS "B" OF SADDLE

   B = 6" WHEN D <12"
   B = 8" WHEN 12" ≤ D < 24"
   B = 10" WHEN 24" ≤ D < 36"
   B = 12" WHEN 36" ≤ D < 48"

2. FOR "B"=10" OR THICKER, USE 2 LAYERS OF REINFORCING.

3. FORM ¾" BEVEL ON ALL EXPOSED CORNERS OF SUPPORT.

CONCRETE PIPE SUPPORT DETAIL
N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

VALVE VAULT DETAILS

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

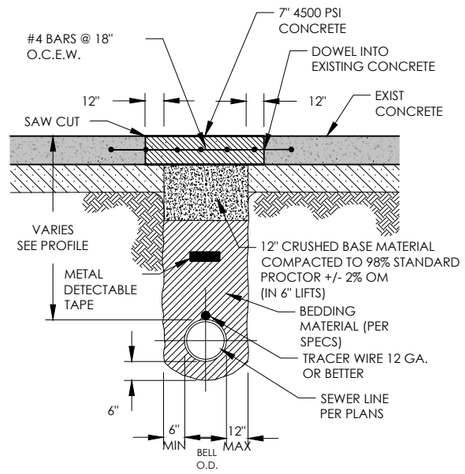
PROJECT # 24366 | SCALE N/A

SEQ. 40/45 | SHEET 40

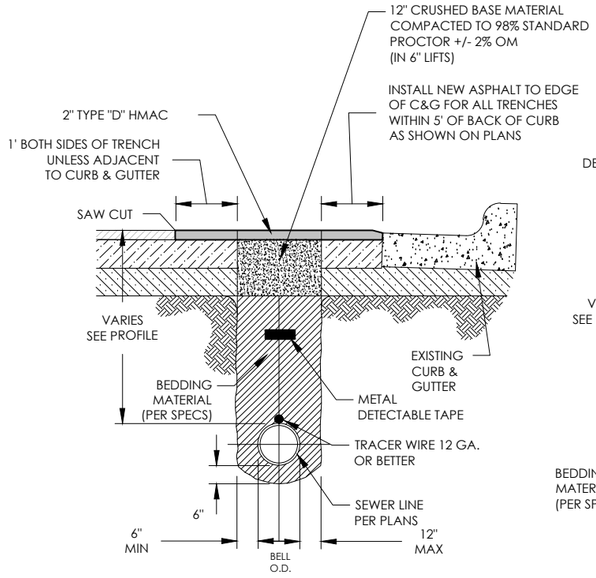
Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM
Save Time: 7/10/2025 5:10 PM Saved By: ebyerly
X:\O_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\40 VALVE VAULT DETAILS.dwg

NOTE:

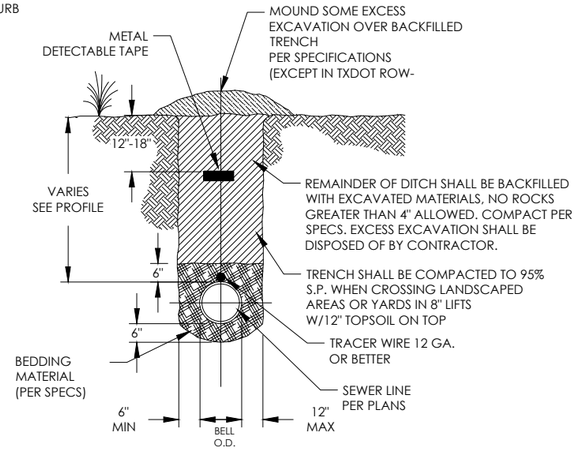
1. ALL PAVEMENT REPAIR FOR WATER MAINS SHALL BE PAID PER LINEAR FOOT AS SHOWN IN BID SCHEDULE. NO ADDITIONAL PAYMENT SHALL BE PAID FOR PAVEMENT REPAIR THAT EXTENDS BEYOND WIDTH SHOWN ON TRENCH DETAIL WITHOUT PRIOR APPROVAL FROM OWNER AND ENGINEER.
2. PAVEMENT REPAIR SHALL INCLUDE REPAIR TO ALL CURB & GUTTER TO A CONDITION EQUAL TO OR BETTER THAN THE PRE-CONSTRUCTION CONDITION.



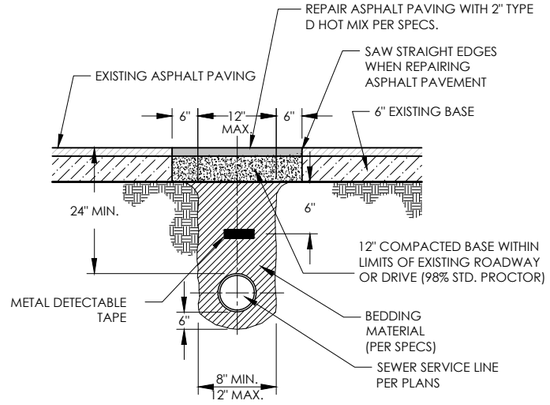
TRENCH WITHIN CONCRETE AREAS



TRENCH WITHIN ASPHALT AREAS



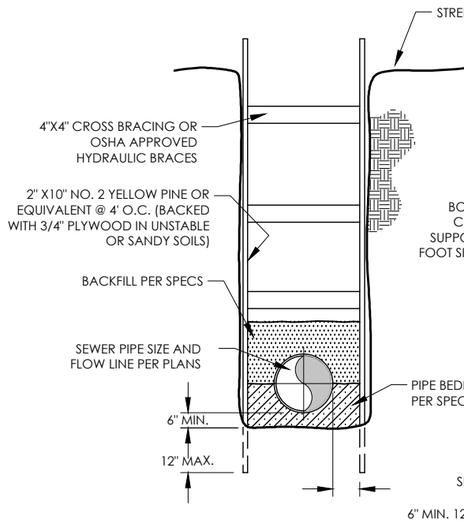
TRENCH OUTSIDE OF PAVED AREAS



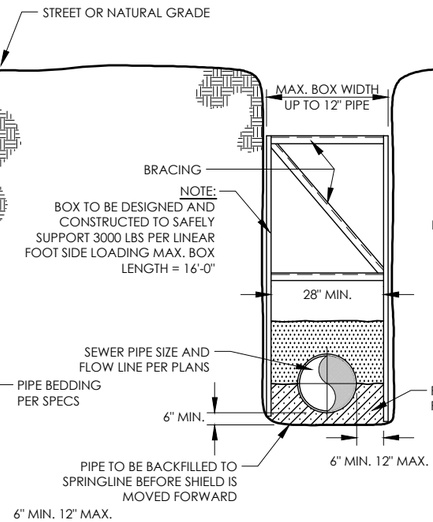
SERVICE LINE TRENCH

TYPICAL WASTEWATER LINE TRENCH SECTIONS

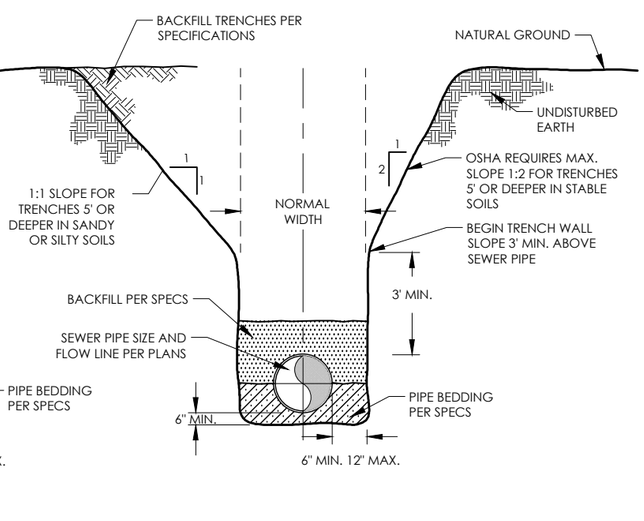
N.T.S.



WALL BRACING DETAIL



MOVABLE SHIELD



TRENCH WALL SLOPING

TRENCH WALL PROTECTION

N.T.S.

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WASTEWATER DETAILS 1

NO.	REVISION	DATE
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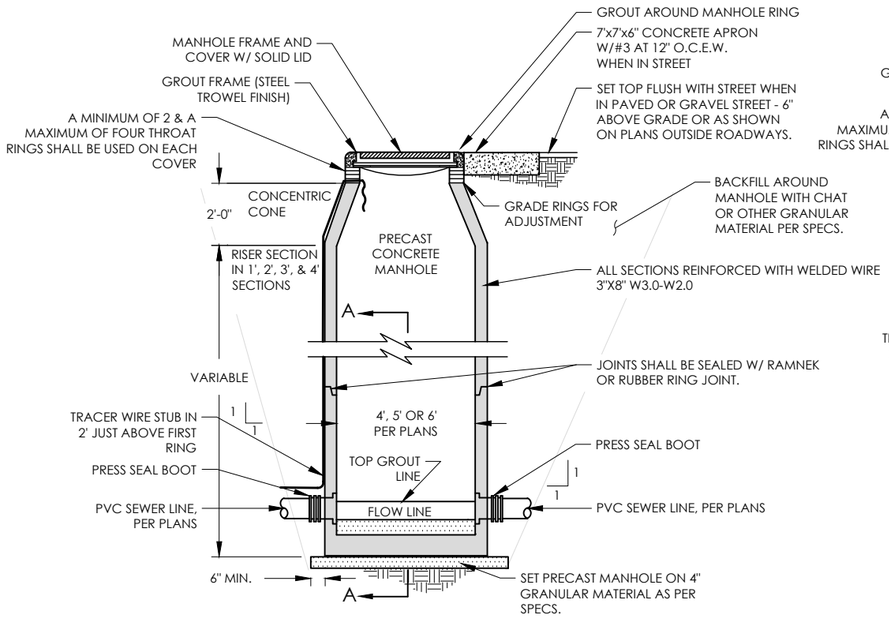
PROJECT # 24366 | SCALE N/A

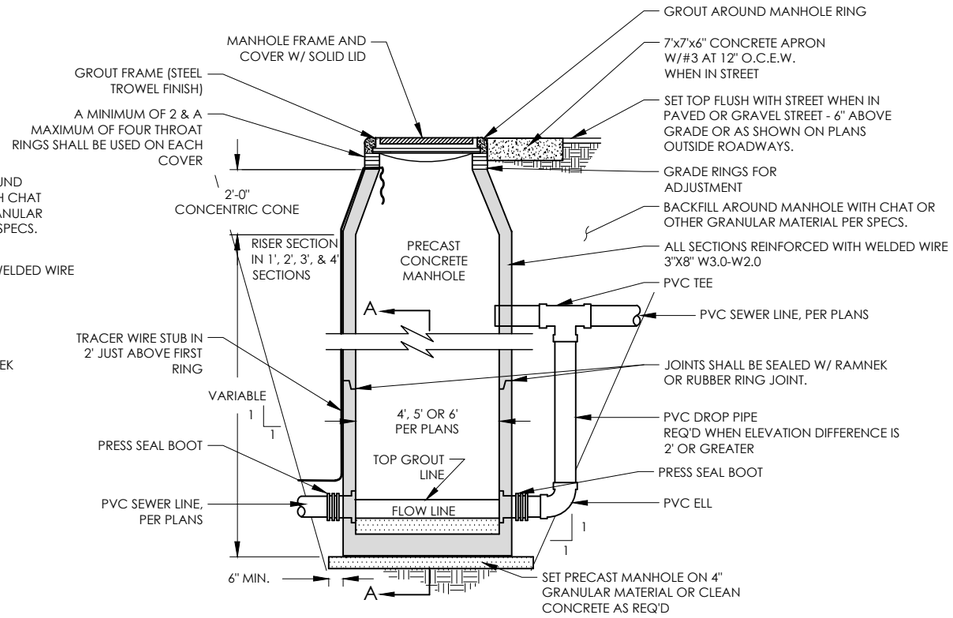
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 41 | SHEET 41 / 45

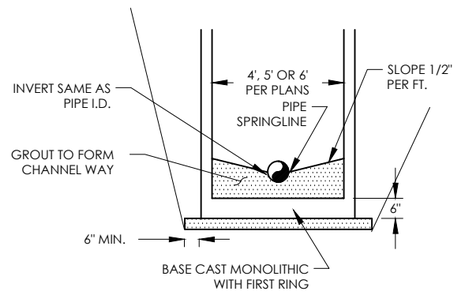
Plot Date: 7/11/2025 8:47 PM
Plotted by: tristan king
Save Time: 7/10/2025 5:10 PM
Saved By: ebyerly
X:\CL_Abilene\24366 - IH-20 TxDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\41 WASTEWATER DETAILS 1.dwg



PRECAST REINFORCED MANHOLE



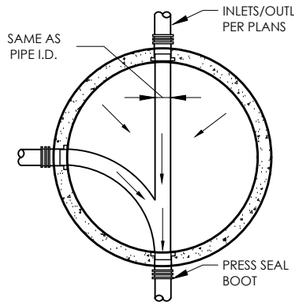
PRECAST REINFORCED DROP MANHOLE



SECTION A-A

NOTES:

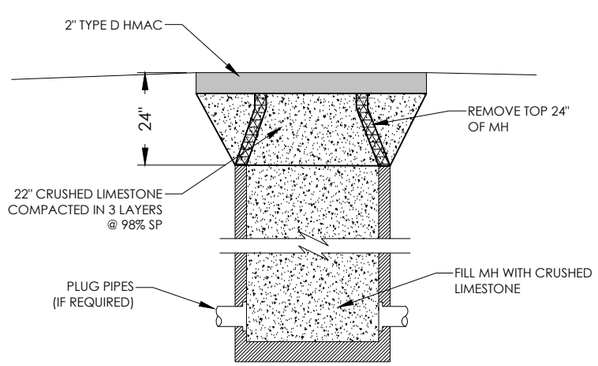
1. ALL MANHOLE LIDS SHALL BE COMPOSITE BY COMPOSITE ACCESS PRODUCTS (CAP) OR APPROVED EQUAL.
2. ALL MANHOLE FRAMES SHALL BE COMPOSITE BY COMPOSITE ACCESS PRODUCTS (CAP) OR APPROVED EQUAL.
3. GRADE RINGS SHALL BE CONCRETE OR HDPE BY LADTECH SYSTEMS, OR APPROVED EQUAL.
4. CONCRETE MANHOLES SHALL BE ARMOROCK POLYMER MANHOLES, OR APPROVED EQUAL.
5. SUBMITTALS ARE REQUIRED FOR ALL MANHOLE COMPONENTS.
6. MANHOLES SHALL BE CONSISTENT ACROSS THE ENTIRE PROJECT (ALL FIBERGLASS OR ALL POLYMER CONCRETE).
7. ALL MANHOLES SHALL HAVE A MINIMUM OF 0.10' DROP ACROSS THE MANHOLE.



MANHOLE FLOOR PLAN

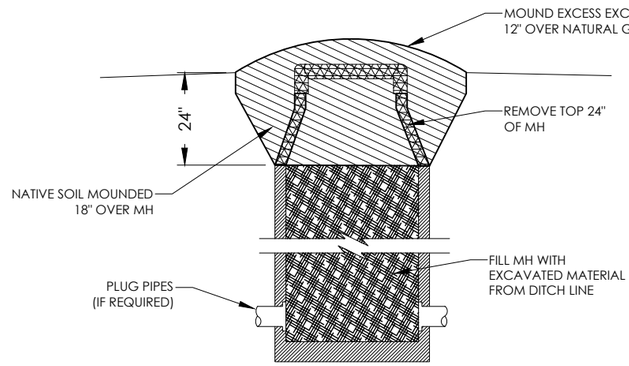
REINFORCED CONCRETE MANHOLE

N.T.S.



MH ABANDONMENT IN PAVEMENT

N.T.S.



MH ABANDONMENT OUTSIDE OF PAVEMENT

N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL LICENSED ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WASTEWATER DETAILS 2

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE N/A

SEQ. 42 / 45 | SHEET 42

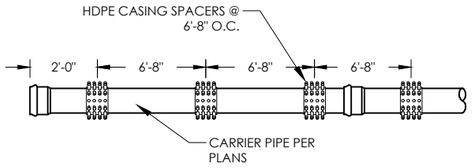
Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM

Saved By: kking Save Time: 7/10/2025 5:10 PM

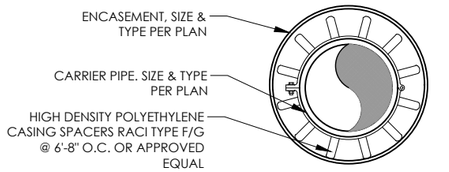
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\42 WASTEWATER DETAILS 2.dwg

BORE & ENCASEMENT NOTES:

1. ALL OPEN CUT AND ENCASEMENT SHALL INCLUDE CASING SPACERS FOR THE CARRIER PIPE.
2. ALL CASING SHALL BE 3/8" STEEL UNLESS OTHERWISE SPECIFIED.
3. CASING FOR RAILROAD CROSSINGS SHALL BE 5/16" STEEL.
4. BORE & ENCASEMENT LENGTH SPECIFIED ON THE PLANS SHALL NOT BE INCREASED WITHOUT PRIOR PERMISSION FROM ENGINEER.
5. COVER OVER PIPE AND/OR CASING SHALL BE A MINIMUM OF 60" IN TxDOT RIGHT-OF-WAY.



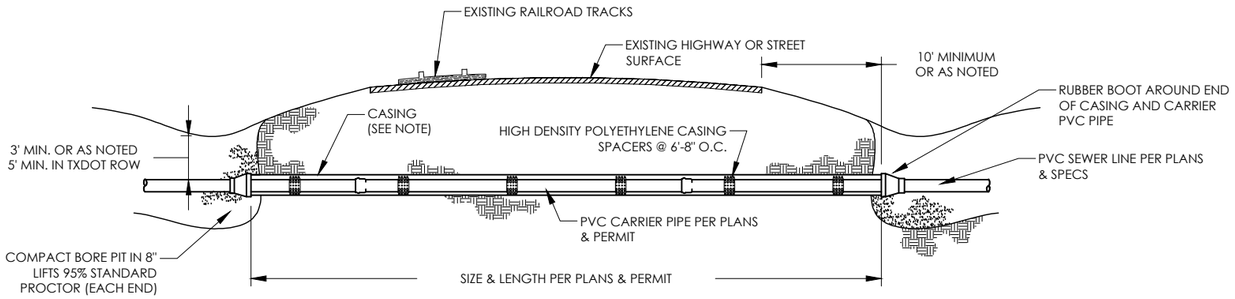
SPACING DETAIL



SPACER SECTION DETAIL

ENCASEMENT SPACER DETAILS

N.T.S.

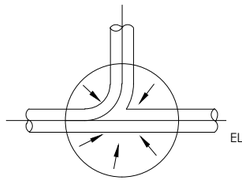


ENCASEMENT FOR PVC SEWER LINE UNDER ROADS AND RAILROADS

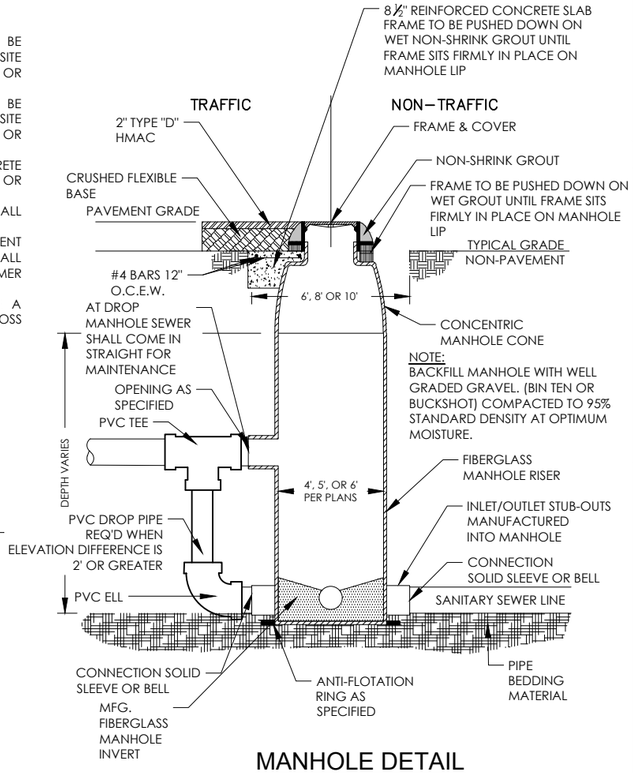
N.T.S.

NOTES:

1. ALL MANHOLE LIDS SHALL BE COMPOSITE BY COMPOSITE ACCESS PRODUCTS (CAP) OR APPROVED EQUAL.
2. ALL MANHOLE FRAMES SHALL BE COMPOSITE BY COMPOSITE ACCESS PRODUCTS (CAP) OR APPROVED EQUAL.
3. GRADE RINGS SHALL BE CONCRETE OR HDPE BY LADTECH SYSTEMS, OR APPROVED EQUAL.
4. SUBMITTALS ARE REQUIRED FOR ALL MANHOLE COMPONENTS.
5. MANHOLES SHALL BE CONSISTENT ACROSS THE ENTIRE PROJECT (ALL FIBERGLASS OR ALL POLYMER CONCRETE).
6. ALL MANHOLES SHALL HAVE A MINIMUM OF 0.10' DROP ACROSS MANHOLE.



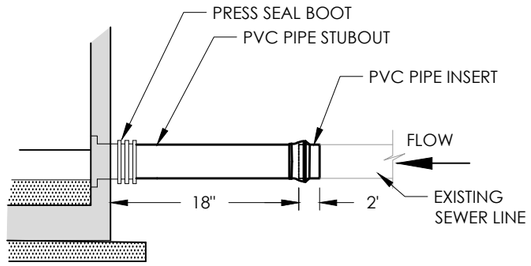
MANHOLE INVERT DETAIL



MANHOLE DETAIL

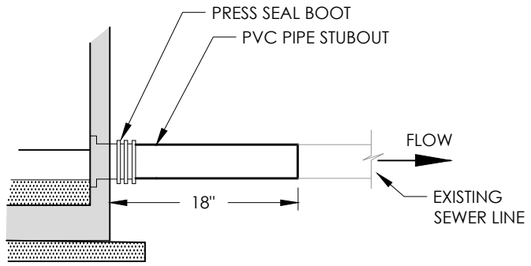
FIBERGLASS MANHOLE

N.T.S.



* REMOVE 2' FROM SPIGOT END OF PIPE AND INSERT INTO BELL END.

INCOMING PIPE STUBOUT

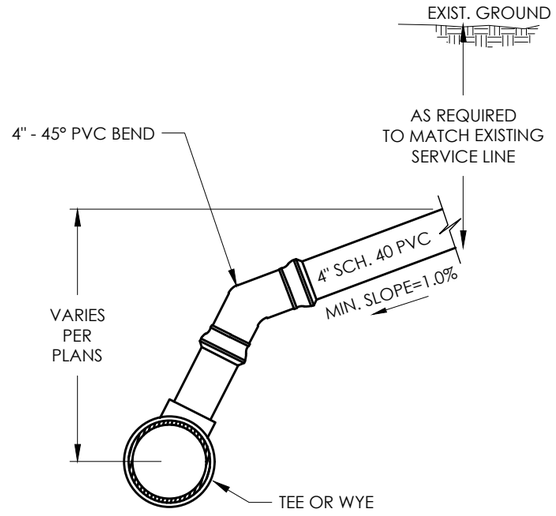


* REMOVE 2' FROM BELL END FROM STANDARD PIPE JOINT.

OUTGOING PIPE STUBOUT

PIPE CONNECTION TO MANHOLES

N.T.S.



SERVICE DETAIL

N.T.S.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
TBPELS FIRM # 10194493
TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WASTEWATER DETAILS 3

NO.	REVISION	DATE
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PROJECT # 24366 | SCALE N/A

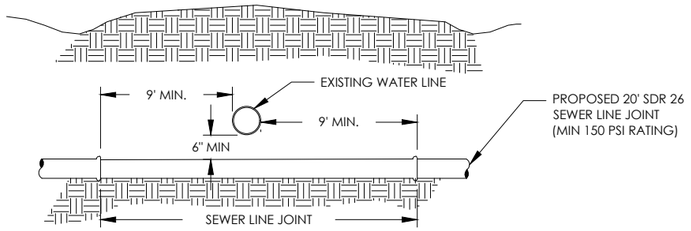
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 43 | SHEET 43 / 45

Plotted by: tristan king Plot Date: 7/11/2025 8:47 PM

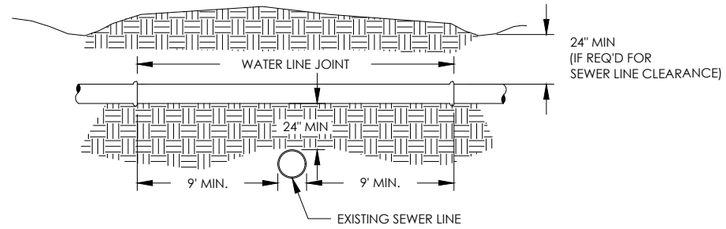
Saved By: ebyerly Save Time: 7/10/2025 5:11 PM

X:\CL_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\43 WASTEWATER DETAILS 3.dwg



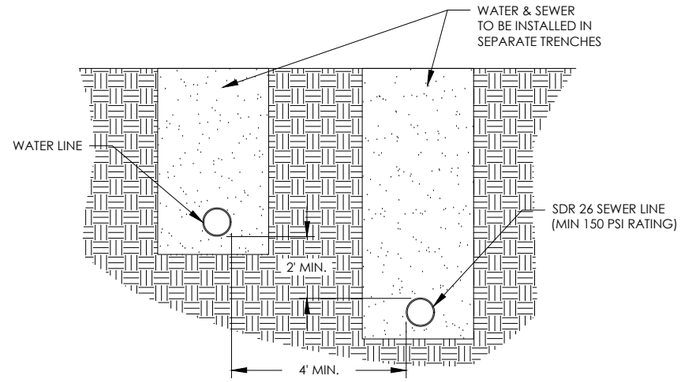
PROPOSED SEWER LINE CROSSING UNDER EXISTING WATER LINE

(PER TCEQ SEE SPECIFICATIONS) NTS



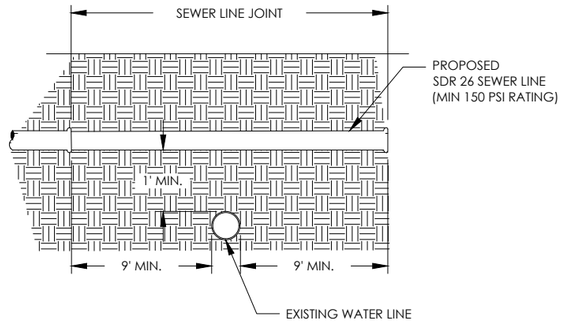
PROPOSED WATER LINE CROSSING OVER EXISTING SEWER LINE

(PER TCEQ SEE SPECIFICATIONS) NTS



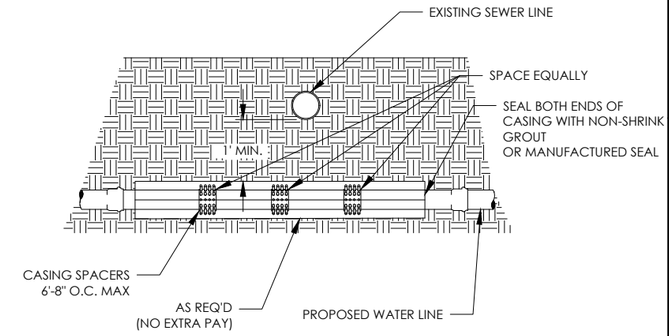
PARALLEL WATER AND SEWER LINES

(WHEN 9' SEPARATION IS NOT POSSIBLE) NTS



PROPOSED SEWER LINE CROSSING OVER EXISTING WATER LINE

NTS



PROPOSED WATER LINE CROSSING UNDER EXISTING SEWER LINE

NTS

TCEQ TAC CHAPTER 290.44(e) WATER & SEWER SEPARATION NOTES:

(e) LOCATION OF WATERLINES. THE FOLLOWING RULES APPLY TO INSTALLATIONS OF WATERLINES, WASTEWATER MAINS OR LATERALS, AND OTHER CONVEYANCES/APPURTENANCES IDENTIFIED AS POTENTIAL SOURCES OF CONTAMINATION. FURTHERMORE, ALL RATINGS SPECIFIED SHALL BE DEFINED BY ASTM OR AWWA STANDARDS UNLESS STATED OTHERWISE. NEW MAINS, SERVICE LINES, OR LATERALS ARE THOSE THAT ARE INSTALLED WHERE NO MAIN, SERVICE LINE, OR LATERAL PREVIOUSLY EXISTED, OR WHERE EXISTING MAINS, SERVICE LINES, OR LATERALS ARE REPLACED WITH PIPES OF DIFFERENT SIZE OR MATERIAL.

(1) WHEN NEW POTABLE WATER DISTRIBUTION LINES ARE CONSTRUCTED, THEY SHALL BE INSTALLED NO CLOSER THAN NINE FEET IN ALL DIRECTIONS TO WASTEWATER COLLECTION FACILITIES. ALL SEPARATION DISTANCES SHALL BE MEASURED FROM THE OUTSIDE SURFACE OF EACH OF THE RESPECTIVE PIECES.

(2) POTABLE WATER DISTRIBUTION LINES AND WASTEWATER MAINS OR LATERALS THAT FORM PARALLEL UTILITY LINES SHALL BE INSTALLED IN SEPARATE TRENCHES.

(3) NO PHYSICAL CONNECTION SHALL BE MADE BETWEEN A DRINKING WATER SUPPLY AND A SEWER LINE. ANY APPURTENANCE SHALL BE DESIGNED AND CONSTRUCTED SO AS TO PREVENT ANY POSSIBILITY OF SEWAGE ENTERING THE DRINKING WATER SYSTEM.

(4) WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING CRITERIA SHALL APPLY.

(A) NEW WATERLINE INSTALLATION - PARALLEL LINES.

(i) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING, NON-PRESSURE OR PRESSURE RATED WASTEWATER MAIN OR LATERAL AND THE LICENSED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS IS ABLE TO DETERMINE THAT THE EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING, THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE EXISTING WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE EXISTING WASTEWATER MAIN OR LATERAL. EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.

(ii) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING PRESSURE-RATED WASTEWATER MAIN OR LATERAL AND IT CANNOT BE DETERMINED BY THE LICENSED PROFESSIONAL ENGINEER IF THE EXISTING LINE IS LEAKING, THE EXISTING WASTEWATER MAIN OR LATERAL SHALL BE REPLACED WITH AT LEAST 150 PSI PRESSURE-RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE NEW WASTEWATER LINE, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE REPLACED WASTEWATER MAIN OR LATERAL.

(iii) WHERE A NEW POTABLE WATERLINE PARALLELS A NEW WASTEWATER MAIN, THE WASTEWATER MAIN OR LATERAL SHALL BE CONSTRUCTED OF AT LEAST 150 PSI PRESSURE-RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE WASTEWATER MAIN OR LATERAL.

(B) NEW WATERLINE INSTALLATION - CROSSING LINES.

(i) WHERE A NEW POTABLE WATERLINE CROSSES ABOVE A WASTEWATER MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND MUST BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. WHEN CROSSING AN EXISTING WASTEWATER MAIN OR LATERAL AND IT IS DISTURBED OR SHOWS SIGNS OF LEAKING, THE WASTEWATER MAIN OR LATERAL SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

(I) THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE AN EXISTING, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL.

(II) THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE AN EXISTING, PRESSURE-RATED WASTEWATER MAIN OR LATERAL.

(ii) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND SHALL BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END. THE MATERIALS AND METHOD OF INSTALLATION SHALL CONFORM TO ONE OF THE FOLLOWING OPTIONS:

(II) WITHIN NINE FEET HORIZONTALLY OF EITHER SIDE OF THE WATERLINE, THE WASTEWATER PIPE AND JOINTS SHALL BE CONSTRUCTED WITH PIPE MATERIAL HAVING A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF TWO FEET SHALL BE PROVIDED. THE WASTEWATER MAIN OR LATERAL SHALL BE LOCATED BELOW THE WATERLINE.

(II) ALL SECTIONS OF WASTEWATER MAIN OR LATERAL WITHIN NINE FEET HORIZONTALLY OF THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT (OR LONGER) SECTION OF PIPE. FLEXIBLE ENCASING PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE ENCASING PIPE SHALL BE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WASTEWATER MAIN OR LATERAL. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT (OR LESS) INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. EACH END OF THE CASING SHALL BE SEALED WITH WATERTIGHT NON-SHRINK CEMENT GROUT OR A MANUFACTURED WATERTIGHT SEAL. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF SIX INCHES BETWEEN THE ENCASEMENT PIPE AND THE WATERLINE SHALL BE PROVIDED. THE WASTEWATER LINE SHALL BE LOCATED BELOW THE WATERLINE.

(iii) WHEN A NEW WATERLINE CROSSES UNDER A WASTEWATER MAIN OR LATERAL, THE WATERLINE SHALL BE ENCASED AS DESCRIBED FOR WASTEWATER MAINS OR LATERALS IN CLAUSE (II) OF THIS SUBPARAGRAPH OR CONSTRUCTED OF DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS AS APPROPRIATE. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF ONE FOOT BETWEEN THE WATERLINE AND THE WASTEWATER MAIN OR LATERAL SHALL BE PROVIDED. WHEN A NEW WATERLINE CROSSES UNDER A WASTEWATER MAIN, THE PROCEDURES IN §217.53(D) OF THIS TITLE (RELATING TO PIPE DESIGN) MUST BE FOLLOWED.

(iv) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND SHALL BE PERPENDICULAR TO THE WASTEWATER LINE SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTER LINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

(v) WHERE CEMENT STABILIZED SAND BEDDING IS REQUIRED, THE CEMENT STABILIZED SAND SHALL HAVE A MINIMUM OF 10% CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY WEIGHT VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE). THE CEMENT STABILIZED SAND BEDDING SHALL BE A MINIMUM OF SIX INCHES ABOVE AND FOUR INCHES BELOW THE WASTEWATER MAIN OR LATERAL. THE USE OF BROWN COLORING IN CEMENT STABILIZED SAND FOR WASTEWATER MAIN OR LATERAL BEDDING IS RECOMMENDED FOR THE IDENTIFICATION OF PRESSURE RATED WASTEWATER MAINS DURING FUTURE CONSTRUCTION.

(5) WATERLINE AND WASTEWATER MAIN MANHOLE OR LATERAL MANHOLE OR CLEANOUT SEPARATION. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN MANHOLE OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT.

(6) LOCATION OF FIRE HYDRANTS. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION.

(7) LOCATION OF POTABLE OR RAW WATER SUPPLY OR SUCTION LINES. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE.

(8) PROXIMITY OF SEPTIC TANK DRAINFIELDS. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS.

STATE OF TEXAS
JAMES T. KING
145624
LICENSED
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

JACOB MARTIN
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TBAE FIRM # BR 2261
TBPE FIRM # 2448

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

WATER & SEWER CROSSING DETAILS

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 SCALE N/A

SEQ. 44/45 SHEET 44

Plot Date: 7/11/2025 8:47 PM
Plotted by: tristan king
Save Time: 7/10/2025 5:11 PM
Saved By: edavis
X:\CL_Abilene\24366 – IH-20 TXDOT Utility Relocates – Abilene\Drafting_Plans_C_Civil\44 WATER & SEWER CROSSING DETAILS.dwg

Plotted by: tristan king Plot Date: 7/11/2025 8:48 PM
Saved By: tking Save Time: 7/10/2025 5:11 PM
X:\CI_Abilene\24366 - IH-20 TXDOT Utility Relocates - Abilene\Drafting_Plans_C_Civil\45 EROSION CONTROL DETAILS.dwg

EROSION CONTROL REQUIREMENTS:

IT IS REQUIRED THAT ALL CONSTRUCTION ACTIVITY BE IN COMPLIANCE WITH THE LATEST REGULATIONS OF THE ENVIRONMENTAL PROTECTION AGENCY, THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY, AND ALL OTHER CITY, STATE, AND FEDERAL REGULATIONS.

TO BE IN COMPLIANCE THE CONTRACTOR WILL FURNISH, INSTALL AND MAINTAIN ALL DEVICES NECESSARY TO INSURE THE ENVIRONMENT IS PROTECTED AS REQUIRED BY SAID REGULATIONS. PROTECTION WILL BE IN PLACE BEFORE CONSTRUCTION BEGINS. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR LEAVING THE PROJECT IN A STABILIZED CONDITION THAT ASSURES PREVENTION OF FUTURE EROSION AND SEDIMENTATION POLLUTION.

"STABILIZED CONDITION" IMPLIES THAT DISTURBED AREAS AFFECTED BY THIS ACTIVITY HAVE BEEN RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THEY WERE BEFORE THE ACTIVITY OCCURRED. DIFFERENT METHODS SUCH AS PERMANENT GRASS SOD, CONCRETE RIPRAP, CONCRETE RETARDS, GRASS COVERED EARTH BERMS, AND OTHER METHODS MAY ACCOMPLISH THE RESTORATION. UNTIL PERMANENT POLLUTION AND SEDIMENTATION CONTROL IS ESTABLISHED, THE CONTRACTOR WILL PROVIDE TEMPORARY CONTROL SUCH AS SILT FENCE, ROCK RETARDS, BERMS, ETC.

THE COST ASSOCIATED WITH PROVIDING THESE CONTROLS WILL BE CONSIDERED SUBSIDIARY UNLESS SPECIFIC BID ITEMS ARE INCLUDED IN THE PLANS.

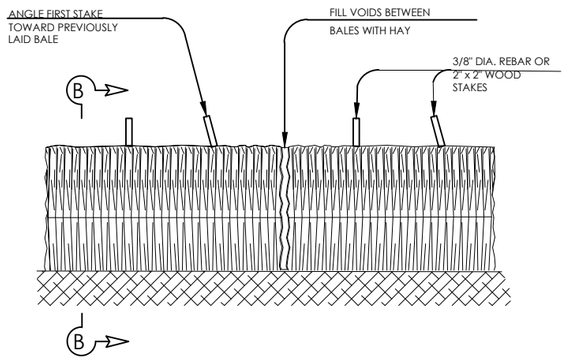
SEDIMENT CONTROL FENCE USAGE GUIDELINES:

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR
A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

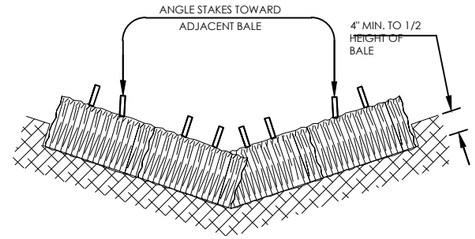
SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT . SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.

GENERAL NOTES:

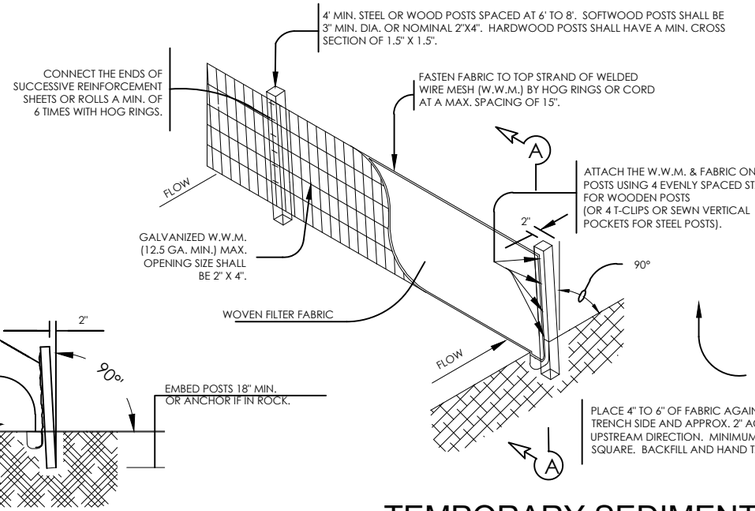
1. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



BALED HAY FOR EROSION CONTROL

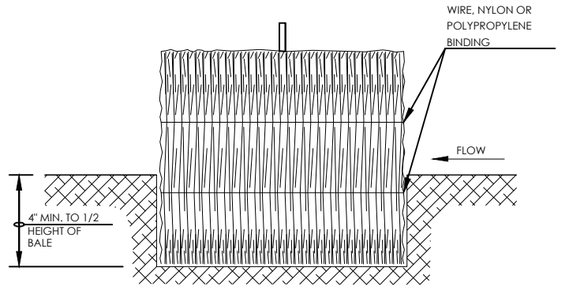


PROFILE VIEW

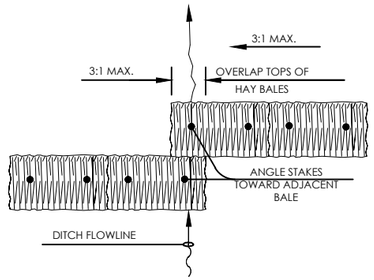


SECTION A-A

TEMPORARY SEDIMENT CONTROL FENCE



SECTION B-B



PLAN VIEW

BALED HAY USAGE GUIDELINES:

A BALED HAY INSTALLATION MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A TWO YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED. THE INSTALLATION SHOULD BE SIZED TO FILTER A MAXIMUM FLOW THRU RATE OF 5 GPM/FT OF CROSS SECTIONAL AREA. BALED HAY MAY BE USED AT THE FOLLOWING LOCATIONS:

1. WHERE THE RUNOFF APPROACHING THE BALED HAY FLOWS OVER DISTURBED SOIL FOR LESS THAN 100'. IF THE SLOPE OF THE DISTURBED SOIL EXCEEDS 10%, THE LENGTH OF SLOPE UPSTREAM THE BALED HAY SHOULD BE LESS THAN 50'.

2. WHERE THE INSTALLATION WILL BE REQUIRED FOR LESS THAN 3 MONTHS.

3. WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1/2 ACRE. FOR BALED HAY INSTALLATIONS IN SMALL DITCHES, THE ADDITIONAL FOLLOWING CONSIDERATIONS APPLY:

1. THE DITCH SIDESLOPES SHOULD BE GRADED AS FLAT AS POSSIBLE TO MAXIMIZE THE DRAINAGE FLOW RATE THRU THE HAY.

2. THE DITCH SHOULD BE GRADED LARGE ENOUGH TO CONTAIN THE OVERTOPPING DRAINAGE WHEN SEDIMENT HAS FILLED TO THE TOP OF THE BALED HAY. BALES SHOULD BE REPLACED USUALLY EVERY 2 MONTHS OR MORE OFTEN DURING WET WEATHER WHEN LOSS OF STRUCTURAL INTEGRITY IS ACCELERATED.

GENERAL NOTES:

1. HAY BALES SHALL BE A MINIMUM OF 30" IN LENGTH AND WEIGH A MINIMUM OF 50 LBS.

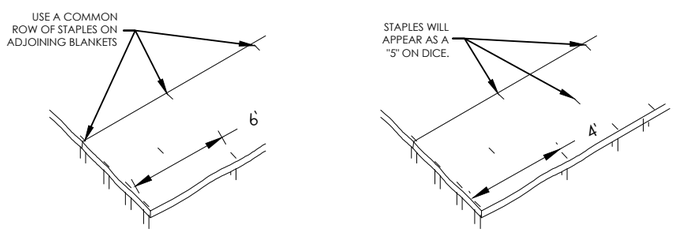
2. HAY BALES SHALL BE BOUND BY EITHER WIRE OR NYLON OR POLYPROPYLENE STRING. THE BALES SHALL BE COMPOSED ENTIRELY OF VEGETATIVE MATTER.

3. HAY BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4" AND WHERE POSSIBLE ½ THE HEIGHT OF THE BALE.

4. HAY BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.

5. HAY BALES SHALL BE SECURELY ANCHORED IN PLACE WITH 3/8" DIA. REBAR OR 2" X 2" WOOD STAKES, DRIVEN THROUGH THE BALES. THE FIRST STAKE SHALL BE ANGLED TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER.

6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



SLOPE INSTALLATION

DITCH INSTALLATION

SOIL RETENTION BLANKET EROSION CONTROL

GENERAL NOTES:

1. USE WIRE STAPLES, .091" IN DIAMETER OR GREATER "U" SHAPED WITH LEGS 6" IN LENGTH AND A 1" CROWN. SIZE AND SHAPE OF STAPLES USED WILL VARY WITH SOIL CONDITIONS. DRIVE STAPLES VERTICALLY INTO THE GROUND. USE FOUR STAPLES ACROSS AT THE START OF EACH ROLL.

2. FOR SLOPE INSTALLATION, CONTINUE TO STAPLE ALONG THE LENGTH OF THE ROLL AT 6 FT. INTERVALS.

3. FOR DITCH LINER, STAPLE ALONG THE LENGTH OF THE ROLL AT 4 FT. INTERVALS.

4. ANOTHER ROW OF STABLES IN THE CENTER OF EACH BLANKET SHOULD BE ALTERNATELY SPACED BETWEEN EACH SIDE FOR EITHER SLOPE OR DITCH.

5. USE A COMMON ROW OF STAPLES ON ADJOINING BLANKETS.

STATE OF TEXAS
JAMES T. KING
145624
PROFESSIONAL ENGINEER
7/14/2025

ISSUED FOR BID

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

CITY OF ABILENE
I-20 UTILITY RELOCATES - WA1

EROSION CONTROL DETAILS

NO.	REVISION	DATE
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

PROJECT # 24366 | SCALE N/A

SEQ. 45 / 45 | SHEET 45

CITY OF ABILENE
WA-1 Utility Relocations
Betterment

OPINION OF PROBABLE COST — JUNE 30, 2025

CONSTRUCTION COSTS

Conflict	DESCRIPTION	TOTAL
1310	6" and 8" Sewer Line Relocation (Betterment - Upsizing of Segment of 6" to 8")	$740,596
1003	27" Effluent Reuse Line Relocation	$827,976
1004, 1005, and 1006	36" Sewer Line Relocation (Combined Capacity of Two 24" Sewer Lines)	$1,601,562
1313	8" Water Line Relocation	$358,687
1008	36" Raw Water Line Relocation (Betterment - Upsized from 30")	$1,593,667
1043	16" and 8" Water Line Relocations (Betterment - Includes Additional Segment of 16")	$662,841
1330	16" Water Line Relocation	$363,897
1012 (1324)	30" Raw Water Line Relocation	$1,607,450
1013 (1037)	42" Water Line Relocation (Forced Betterment - Upsized a Portion of 39" WL)	$2,740,678
1322	16" Water Line Relocation	$525,373
1015	24" Sewer Line Relocation	$1,043,630
1332	10" Sewer Line Relocation	$311,908
1320	6" Water Line Relocation	$579,868
-	Traffic Control	$43,000
-	(SWPPP)	$50,000
TOTAL CONSTRUCTION COSTS:		**$13,051,133**

OWNER'S ALLOWANCE:	**$2,000,000**

ENGINEERING COSTS

Design Phase - 50% (Lump Sum)	$	240,000
Design Phase - 90% (Lump Sum)	$	160,000
Design Phase - 100% (Lump Sum)	$	120,000
Bidding Phase (Lump Sum)	$	40,000
Construction Phase (Lump Sum)	$	240,000
Surveying (Time & Expense)	$	150,000
Construction Materials Testing (Time & Expense)	$	30,000
Resident Project Representation (Time & Expense)	$	245,000
Subsurface Utility Engineering (Time & Expense)	$	75,000
Easement Acquisition Services (Time & Expense)	$	30,000
Miscellaneous Engineering Expenses (Reproduction, shipping, etc.)	$	2,500
TOTAL ENGINEERING COSTS:	**$**	**1,332,500**

RIGHT-OF-WAY COSTS	UNIT	QUANTITY	UNIT PRICE		TOTAL
Conflict 1310	SF	26,912	$ 5.00	$	134,560
Conflict 1003 - N/A	SF		$ 5.00	$	-
Conflicts 1004, 1005, 1006 - N/A	SF		$ 5.00	$	-
Conflict 1315	SF	10,928	$ 5.00	$	54,640
Conflict 1008	SF	2,610	$ 5.00	$	13,050
Conflict 1043 (West of Judge Ely)	SF	1,488	$ 2.02	$	3,000
Conflict 1043 (East of Judge Ely), 1012, 1013	SF	7,951	$ 5.00	$	39,755
Conflict 1012(1324)	SF	12,521	$ 5.00	$	62,605
Conflict 1330 - N/A	SF		$ 5.00	$	-
Conflict 1013(1037)	SF	4,832	$ 5.00	$	24,160
Conflict 1322 - N/A	SF		$ 5.00	$	-
Conflict 1015	SF	565	$ 5.00	$	2,825
Conflict 1332	SF	18,024	$ 5.00	$	90,120
Conflict 1320	SF	4,200	$ 5.00	$	21,000
TOTAL EASEMENT ACQUISITION COSTS:				**$**	**445,715**

PROJECT TOTAL - BETTERMENT	**$**	**16,829,348**
PROJECT TOTAL - IN-KIND	**$**	**16,413,170**
BETTERMENT RATIO		**2.47%**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1310 - 6" and 8" Sewer Line Relocations
(Betterment - Upsizing of Segment of 6" to 8")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A-1	Mobilization	LS	1	$100,000	$100,000
A-2	8" SDR-35 PVC Sewer Line	LF	564	$100	$56,400
A-3	6" SDR-35 PVC Sewer Line	LF	1488	$80	$119,040
A-4	Remove Existing 6" Sewer Line	LF	2060	$50	$103,000
A-5	4' Diameter Manhole	EA	6	$21,000	$126,000
A-6	Connect to Existing Manhole Outlet	EA	1	$10,000	$10,000
A-7	Abandon Existing Manhole (Outside Pavement)	EA	1	$10,000	$10,000
A-8	Remove Existing Manhole	EA	2	$10,000	$20,000
A-9	Cut and Plug Existing Manhole Outlet	EA	1	$10,000	$10,000
A-10	Set H-Brace and Remove & Replace Fence	EA	2	$3,000	$6,000
A-11	Sewer Metal Detectable Tape and Tracer Wire	LF	2052	$3	$6,156
A-12	Asphalt Pavement Repair	LF	380	$250	$95,000
A-13	Trench Safety System	LS	1	$6,000	$6,000
A-14	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	LS	1	$73,000	$73,000
TOTAL CONSTRUCTION COSTS:					**$740,596**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1003 - 27" Effluent Reuse Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
B-1	Mobilization	LS	1	$100,000	$100,000
B-2	27" ASTM F679 PS 115 PVC Effluent Reuse Line	LF	260	$620	$161,200
B-3	Jack and Bore 27" ASTM F679 PS 115 Joint Restrained PVC Effluent Reuse Line in 42" Diameter x 3/8" Thick Steel Casing	LF	320	$1,580	$505,600
B-4	Remove Existing 27" Effluent Reuse Line	LF	40	$240	$9,600
B-5	Abandon Existing 27" Effluent Reuse Line and Fill with Flowable Fill	LF	286	$40	$11,440
B-6	27" Effluent Reuse Line Connection	EA	2	$19,000	$38,000
B-7	Sewer Metal Detectable Tape and Tracer Wire	LF	432	$3	$1,296
B-8	Trench Safety System	LS	1	$840	$840
TOTAL CONSTRUCTION COSTS:					**$827,976**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflicts 1004, 1005, and 1006 - 36" Sewer Line Relocation
(Combined Capacity of Two 24" Sewer Lines)

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
C-1	Mobilization	LS	1	$100,000	$100,000
C-2	36" ASTM F679 PS 115 PVC Sewer Line	LF	134	$680	$91,120
C-3	8" SDR-35 PVC Sewer Line	LF	20	$510	$10,200
C-4	Jack and Bore 36" ASTM F679 PS 115 PVC Sewer Line in 54" Diameter x 3/8" Thick Steel Casing	LF	315	$1,690	$532,350
C-5	Remove Existing 36" Sewer Line	LF	22	$870	$19,140
C-6	Remove Existing 24" Sewer Line	LF	193	$200	$38,600
C-7	Remove Existing 8" Sewer Line	LF	35	$270	$9,450
C-8	Abandon Existing 24" Sewer Line and Fill with Flowable Fill	LF	836	$90	$75,240
C-9	6' Diameter Manhole	EA	4	$63,000	$252,000
C-10	Remove Existing Manhole	EA	5	$10,000	$50,000
C-11	8" Sewer Line Connection	EA	1	$10,000	$10,000
C-12	Sewer Metal Detectable Tape and Tracer Wire	LF	154	$3	$462
C-13	Lower Existing ACU 8" Effluent Reuse Line	LS	1	$29,000	$29,000
C-14	Trench Safety System	LS	1	$1,000	$1,000
C-15	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	LS	1	$383,000	$383,000
TOTAL CONSTRUCTION COSTS:					**$1,601,562**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1315 - 8" Water Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
D-1	Mobilization	LS	1	$100,000	$100,000
D-2	8" DR18 C900 PVC Water Line	LF	759	$120	$91,080
D-3	Slick Bore 8" Water Line	LF	255	$190	$48,450
D-4	Remove Existing 8" Water Line	LF	761	$80	$60,880
D-5	8" Gate Valve and Box	EA	2	$3,000	$6,000
D-6	6" Fire Hydrant Assembly (Including 6" Gate Valve)	EA	2	$5,000	$10,000
D-7	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	2	$10,000	$20,000
D-8	8" Water Line Connection	EA	1	$10,000	$10,000
D-9	Water Meter Relocations and Reconnects	EA	2	$5,000	$10,000
D-10	Water Metal Detectable Tape and Tracer Wire	LF	759	$3	$2,277
TOTAL CONSTRUCTION COSTS:					**$358,687**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1008 36" Raw Water Line Relocation (Betterment - Upsized from 30")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
E-1	Mobilization	LS	1	$100,000	$100,000
E-2	36" DR25 C900 PVC Water Line	LF	160	$2,000	$320,000
E-3	30" DR25 C900 PVC Water Line	LF	209	$770	$160,930
E-4	8" DR18 C900 PVC Water Line	LF	50	$360	$18,000
E-5	Jack and Bore 36" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	LF	320	$2,010	$643,200
E-6	Remove Existing 30" Concrete Steel Cylinder Water Line	LF	174	$300	$52,200
E-7	Remove Existing 8" PVC Water Line	LF	79	$120	$9,480
E-8	Abandon Existing 30" Water Line and Fill with Flowable Fill	LF	320	$130	$41,600
E-9	36" Butterfly Valve and Vault	EA	1	$79,000	$79,000
E-10	30" Butterfly Valve and Vault	EA	1	$65,000	$65,000
E-11	8" Gate Valve and Box	EA	1	$4,000	$4,000
E-12	30" Concrete Steel Cylinder Water Line Connection	EA	2	$29,000	$58,000
E-13	8" PVC Water Line Connection	EA	3	$10,000	$30,000
E-14	Cut and Cap Existing 8" Water Line	EA	1	$10,000	$10,000
E-15	Water Metal Detectable Tape and Tracer Wire	LF	419	$3	$1,257
E-16	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$1,593,667**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1043 16" and 8" Water Line Relocations
(Betterment - Includes Additional Segment of 16")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
F-1	Mobilization	LS	1	$100,000	$100,000
F-2	16" DR18 C900 PVC Water Line	LF	630	$240	$151,200
F-3	8" DR18 C900 PVC Water Line	LF	67	$320	$21,440
F-4	Slick Bore 8" DR18 C900 Restrained Joint PVC in 14" Diameter x 3/8" Thick Steel Casing	LF	95	$400	$38,000
F-5	Remove 16" AC Water Line	LF	612	$410	$250,920
F-6	Remove 8" PVC Water Line	LF	157	$120	$18,840
F-7	16" Gate Valve and Box	EA	1	$17,000	$17,000
F-8	8" Gate Valve and Box	EA	1	$4,000	$4,000
F-9	6" Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$9,000	$9,000
F-10	42" x 16" Tapping Sleeve and 16" Tapping Valve	EA	1	$9,000	$9,000
F-11	16" Water Line Connection	EA	1	$10,000	$10,000
F-12	8" Water Line Connection	EA	1	$10,000	$10,000
F-13	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$10,000	$10,000
F-14	Water Metal Detectable Tape and Tracer Wire	LF	697	$3	$2,091
F-15	Asphalt Pavement Repair	LF	35	$250	$8,750
F-16	Sidewalk Repair	LF	40	$40	$1,600
F-17	Trench Safety System	LF	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$662,841**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1330
16" Water Line Relocation (Betterment)

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
G-1	Mobilization	LS	1	$100,000	$100,000
G-2	16" DR18 C900 PVC Water Line	LF	349	$260	$90,740
G-3	Remove 16" AC Water Line	LF	349	$390	$136,110
G-4	16" Gate Valve and Box	EA	1	$16,000	$16,000
G-5	16" Water Line Connection	EA	1	$10,000	$10,000
G-6	Water Metal Detectable Tape and Tracer Wire	LF	349	$3	$1,047
G-7	Asphalt Pavement Repair	LF	36	$250	$9,000
G-8	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$363,897**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1012 (1324)
30" Raw Water Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
H-1	Mobilization	LS	1	$100,000	$100,000
H-2	30" DR25 C900 PVC Water Line	LF	750	$530	$397,500
H-3	Jack and Bore 30" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	LF	315	$2,200	$693,000
H-4	Remove Existing 30" Concrete Steel Cylinder Water Line	LF	802	$350	$280,700
H-5	Abandon Existing 30" Water Line and Fill with Flowable Fill	LF	260	$150	$39,000
H-6	30" Butterfly Valve and Vault	EA	2	$28,000	$56,000
H-7	30" Concrete Steel Cylinder Water Line Connection	EA	2	$19,000	$38,000
H-8	Water Metal Detectable Tape and Tracer Wire	LF	750	$3	$2,250
H-9	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$1,607,450**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1013 (1037) 42" Water Line Relocation
(Betterment - Upsizing from 39" for Portion of WL)

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
I-1	Mobilization	LS	1	$100,000	$100,000
I-2	42" DR25 C900 PVC Water Line	LF	436	$1,500	$654,000
I-3	6" DR18 C900 PVC Water Line	LF	20	$260	$5,200
I-4	Jack and Bore 42" DR25 C900 Restrained Joint PVC Water Line in 66" Diameter x 3/8" Thick Steel Casing	LF	410	$2,500	$1,025,000
I-5	Remove Existing 42" Concrete Steel Cylinder Water Line	LF	215	$240	$51,600
I-6	Remove Existing 39" Concrete Steel Cylinder Water Line	LF	334	$310	$103,540
I-7	Remove Existing 12" PVC Water Line	LF	151	$130	$19,630
I-8	Remove Existing 8" PVC Water Line	LF	100	$100	$10,000
I-9	Remove Existing 6" AC Water Line	LF	317	$390	$123,630
I-10	Abandon Existing 42" Water Line and Fill with Flowable Fill	LF	259	$190	$49,210
I-11	42" Butterfly Valve and Vault	EA	2	$154,000	$308,000
I-12	42" Concrete Steel Cylinder Water Line Connection	EA	1	$41,000	$41,000
I-13	39" Concrete Steel Cylinder Water Line Connection	EA	1	$41,000	$41,000
I-14	42" x 12" Tapping Sleeve and 12" Tapping Valve	EA	1	$6,000	$6,000
I-15	42" x 8" Tapping Sleeve and 8" Tapping Valve	EA	1	$3,000	$3,000
I-16	42" x 6" Tapping Sleeve and 6" Tapping Valve	EA	2	$2,000	$4,000
I-17	12" Water Line Connection	EA	1	$10,000	$10,000
I-18	8" Water Line Connection	EA	1	$10,000	$10,000
I-19	6" Fire Hydrant Assembly (Not Including 6" Gate Valve)	EA	2	$5,000	$10,000
I-20	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	2	$10,000	$20,000
I-21	Water Metal Detectable Tape and Tracer Wire	LF	456	$3	$1,368
I-22	Asphalt Pavement Repair	LF	190	$250	$47,500
I-23	Trench Safety System	LS	1	$1,000	$1,000
I-24	Temporary Water Service (Including all water line, connections, piping, fittings, and service connections)	LS	1	$96,000	$96,000
TOTAL CONSTRUCTION COSTS:					**$2,740,678**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1322 16" Water Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
J-1	Mobilization	LS	1	$100,000	$100,000
J-2	16" DR18 C900 PVC Water Line	LF	581	$230	$133,630
J-3	Remove 16" AC Water Line	LF	550	$380	$209,000
J-4	42"x16" Tapping Sleeve and 16" Tapping Valve	EA	1	$16,000	$16,000
J-5	16" Water Line Connection	EA	1	$10,000	$10,000
J-6	Water Metal Detectable Tape and Tracer Wire	LF	581	$3	$1,743
J-7	Asphalt Pavement Repair	LF	220	$250	$55,000
TOTAL CONSTRUCTION COSTS:					**$525,373**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1015 24" Sewer Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
K-1	Mobilization	LS	1	$100,000	$100,000
K-2	24" ASTM F679 PS 115 PVC Sewer Line	LF	209	$170	$35,530
K-3	Jack and Bore 24" ASTM F679 PS 115 PVC Sewer Line in 36" Diameter x 3/8" Thick Steel Casing	LF	420	$1,100	$462,000
K-4	Open Cut and Install 24" ASTM F679 PS 115 PVC Sewer Line in 36" Diameter x 3/8" Thick Steel Casing	LF	53	$650	$34,450
K-5	Remove Existing 24" Sewer Line	LF	252	$160	$40,320
K-6	Abandon Existing 24" Sewer Line and Fill with Flowable Fill	LF	361	$310	$111,910
K-7	5' Diameter Manhole	EA	3	$33,000	$99,000
K-8	Cut and Plug 24" Sewer Line at Manhole	EA	2	$10,000	$20,000
K-9	Sewer Metal Detectable Tape and Tracer Wire	LF	140	$3	$420
K-10	Trench Safety System	LS	1	$1,000	$1,000
K-11	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	LS	1	$139,000	$139,000
TOTAL CONSTRUCTION COSTS:					**$1,043,630**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1332 10" Sewer Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
L-1	Mobilization	LS	1	$100,000	$100,000
L-2	10" SDR-35 PVC Sewer Line	LF	556	$120	$66,720
L-3	Remove Existing 10" Sewer Line	LF	619	$80	$49,520
L-4	4' Diameter Manhole	EA	2	$22,000	$44,000
L-5	4' Diameter Temporary Bypass Manhole	EA	1	$19,000	$19,000
L-6	Remove Existing Manhole	EA	1	$10,000	$10,000
L-7	10" Sewer Line Connection	EA	1	$10,000	$10,000
L-8	Cut and Plug 10" Sewer Line at Manhole	EA	1	$10,000	$10,000
L-9	Sewer Metal Detectable Tape and Tracer Wire	LF	556	$3	$1,668
L-10	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$311,908**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1320 6" Water Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
M-1	Mobilization	LS	1	$100,000	$100,000
M-2	6" DR18 C900 PVC Water Line	LF	746	$90	$67,140
M-3	Remove Existing 6" AC Water Line	LF	534	$360	$192,240
M-4	12" x 6" Tapping Sleeve and 6" Tapping Valve	EA	1	$5,000	$5,000
M-5	6" Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$17,000	$17,000
M-6	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$10,000	$10,000
M-7	1" Water Meter Relocation and Reconnect - Taco Casa (Including 1" Service Line, Driveway Slick Bore, and Incidentals)	LS	1	$5,000	$5,000
M-8	1" Water Meter Relocation and Reconnects (2) - Murphy Convenience Store (Including 1" Service Lines, Driveway Slick Bores, and Incidentals)	LS	1	$5,000	$5,000
M-9	Cut and Cap Existing 6" Water Line	EA	1	$5,000	$5,000
M-10	Water Metal Detectable Tape and Tracer Wire	LF	746	$3	$2,238
M-11	Asphalt Pavement Repair	LF	685	$250	$171,250
TOTAL CONSTRUCTION COSTS:					**$579,868**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

Attachment “B”
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 09/02/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 271

Estimated Completion Date (mm/dd/yyyy): 5/31/2026

Attachment "D"
Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

Initial	Date	Initial	Date
TxDOT		Utility	

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page of

U-Number: N/A

Utility ID: U00020914

ROW CSJ Number: 0006-06-113

District: Abilene

County: Taylor

Highway No.: IH 20

Federal Project No.: City of Abilene

I, Emily Crawford , a duly authorized and qualified representative of City of Abilene , hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

☑ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Contact/Help

Signature

Date

Title

EXHIBIT B

Compensation Payment Schedule

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

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

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

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

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

EXHIBIT C
TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY RATES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

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

ARCHITECTURAL SERVICES

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

ANCILLARY SERVICES

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

Effective 1/1/2025

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

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

FIELD SERVICES

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

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

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

Effective 1/1/2025

Fee Estimate
City of Abilene
IH-20 Utility Relocations - Work Authorization 1
8/19/2025

		Engineering					CAD	GIS	Landman	Clerical	Surveying						Inspection	Testing					Vehicle Expenses			
Task		Sen Prin	Prin	PE 1	EIT	Eng Tech 1	CAD Draftsman 1	GIS Technician 1	Senior Landman	Clerical 1	Prin RPLS	RPLS	Survey Tech	1 Man Crew	2 Man Crew	3 Man Crew	RPR 1	Materials Engineer	Technician	Proctor	Nuclear Density Test	Concrete Comp. Tests	Mileage	Vehicle Charge	Total	
Fee Rate		235	215	200	135	140	105	135	120	100	175	165	100	180	205	230	115	200	77	325	35	34	0.75	50		
A - Design Phase																										
1	Coordination Meetings	30	30	30																					$ 19,500.00	
2	TXDOT Permitting	2	8	8		80																			$ 14,990.00	
3	50% Construction Drawings							80		40															$ 14,800.00	
	Conflict 1310	14	24	20	20	10	20																		$ 18,650.00	
	Conflict 1003	6	16	10	10	6	10																		$ 10,090.00	
	Conflict 1006	16	24	20	20	10	20																		$ 19,120.00	
	Conflict 1315	8	12	10	10	4	12																		$ 9,630.00	
	Conflict 1313	8	12	10	10	4	12																		$ 9,630.00	
	Conflict 1008	16	32	24	24	16	24																		$ 23,440.00	
	Conflict 1043	8	12	8	8	4	8																		$ 8,540.00	
	Conflict 1012 (1324)	12	20	16	16	8	16																		$ 15,280.00	
	Conflict 1013 (1037)	12	20	16	16	8	16																		$ 15,280.00	
	Conflict 1322	8	16	12	12	4	10																		$ 10,950.00	
	Conflict 1015	16	24	20	20	12	22																		$ 19,610.00	
	Conflict 1332	12	20	16	16	8	16																		$ 15,280.00	
	Conflict 1320	12	20	16	16	7.5	16																		$ 15,210.00	**$ 240,000.00** 50% Plan Submittal Subtotal
4,5	90% Construction Drawings							40		20															$ 7,400.00	
	Conflict 1310	10	20	16	16	8	16																		$ 14,810.00	
	Conflict 1003	2	10	6	6	2	6																		$ 5,540.00	
	Conflict 1006	10	16	12	12	6	12																		$ 11,910.00	
	Conflict 1315	6	10	8	8	2	10																		$ 7,570.00	
	Conflict 1313	6	10	8	8	2	10																		$ 7,570.00	
	Conflict 1008	12	24	20	20	10	20																		$ 18,180.00	
	Conflict 1043	6	12	10	10	4	10																		$ 8,950.00	
	Conflict 1012 (1324)	12	20	16	16	8	16																		$ 15,280.00	
	Conflict 1013 (1037)	12	20	16	16	8	16																		$ 15,280.00	
	Conflict 1322	6	12	10	10	2	8																		$ 8,460.00	
	Conflict 1015	12	20	16	16	10	20																		$ 15,980.00	
	Conflict 1332	8	16	12	12	6	12																		$ 11,440.00	
	Conflict 1320	9	16	13	12	5	11																		$ 11,630.00	**$ 160,000.00** 90% Plan Submittal Subtotal
6,7	100% Construction Drawings							20		10															$ 3,700.00	
	Conflict 1310	4	8	6	6	2	6																		$ 5,580.00	
	Conflict 1003	1	6	4	4	1	4																		$ 3,425.00	
	Conflict 1006	8	12	10	10	4	10																		$ 9,420.00	
	Conflict 1315	4	8	6	6	1	8																		$ 5,650.00	
	Conflict 1313	4	8	6	6	1	8																		$ 5,650.00	
	Conflict 1008	8	16	12	12	6	12																		$ 11,440.00	
	Conflict 1043	4	10	8	8	2	8																		$ 6,890.00	
	Conflict 1012 (1324)	8	12	10	10	4	10																		$ 9,420.00	
	Conflict 1013 (1037)	8	12	10	10	4	10																		$ 9,420.00	
	Conflict 1322	4	16	10	10	4	10																		$ 9,340.00	
	Conflict 1015	8	12	10	10	6	12																		$ 9,910.00	
	Conflict 1332	2	8	6	8	2	4																		$ 5,170.00	
	Conflict 1320	2	8	6	8	2	2																		$ 4,960.00	
8	Finalize Bidding Documents	8	17	8	13	2		5		8															$ 10,645.00	
9	OPCC	8	20	16																					$ 9,380.00	**$ 120,000.00** 100% Plan Submittal Subtotal
Design Phase- Subtotal		**372**	**669**	**527**	**481**	**295.5**	**473**	**145**	**0**	**78**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 520,000.00**	
B - Bidding and Award Phase																										
1	Advertisement for Bids	2	2	2						10															$ 2,300.00	
2	Pre-Bid Meeting	4	8	8	6					5															$ 5,570.00	
3	Bidder Questions and Addendums	2	12	12	2					10															$ 6,720.00	
4	Bid Opening, Tabulation, Evalution, and Recommendation to Award	4	16	12	8					5															$ 8,360.00	
5	Executed Contract Documents and Construction Drawings	8	24	17	12		38			10															$ 17,050.00	
Bidding and Award Phase- Subtotal		**20**	**62**	**51**	**28**	**0**	**38**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 40,000.00**	
C - Construction Phase																										
1	Pre-Construction Meeting	8	16	16	8					8															$ 10,400.00	
2	Periodic Site Visits (Estimated weekly for 9 month construction time)	60	200	100	90																				$ 89,250.00	
3	Contractor questions and correspondence	10	100	50																					$ 33,850.00	
4	Submittal Review	10	40	20	12																				$ 16,570.00	
5	Pay Estimate Processing	10	40	20	12																				$ 16,570.00	
6	TXDOT Reimbursements	10	20	40	12																				$ 16,270.00	
7	BABA compliance documentation and reporting	20	40	20	10																				$ 18,650.00	
8	Substantial Completion Site Visit	8	8	8	8																				$ 6,280.00	
9	Final Completion Site Visit	8	8	8	8																				$ 6,280.00	
10	Record Drawings and Project Files Deliverables	12	38	44	14		40																		$ 25,880.00	
Construction Phase- Subtotal		**156**	**510**	**326**	**174**	**0**	**40**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 240,000.00**	
BASIC ENGINEERING FEE ESTIMATE		**548**	**1241**	**904**	**683**	**295.5**	**551**	**145**	**0**	**126**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 800,000.00**	
Additional Services																										
	Topographic Surveying										58	61	101	100	99								500	20	$ 69,985.00	
	Legal Surveying										80	80		180									100	5	$ 59,925.00	
	Construction Surveying										20	20	20	50	8								200	10	$ 20,090.00	**$ 150,000.00** Surveying T&E Estimate
	Construction Materials Testing Services																	35	83	21	200	41	520	20	$ 30,000.00	**$ 30,000.00** Materials Testing T&E Estimate
	Resident Project Inspection (Estimate based on 50 hours per week inspection for 9 month construction time)																1941						10980	271	$ 245,000.00	**$ 245,000.00** RPR T&E Estimate
	Easement Acquisition Services								248														120	3	$ 30,000.00	**$ 30,000.00** Easement Acquisition T&E Estimate
	Potholing (Estimated based on daily rate of $2,500 per day for 30 days)																								$ 75,000.00	**$ 75,000.00** Potholing T&E Estimate
	Reimbursable Expenses (Shipping, reproduction, etc.)																								$ 2,500.00	**$ 2,500.00** Reimbursable Expenses T&E Estimate
Additional Services - Subtotal		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**248**	**0**	**158**	**161**	**121**	**330**	**107**	**0**	**1941**	**35**	**83**	**21**	**200**	**41**	**12420**	**329**	**$ 532,500.00**	
																								Total Estimated Fee:	**$ 1,332,500.00**	

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number: See Attached
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

Initial	Date	Initial	Date
TxDOT		Utility	

City of Abilene ROW CSJ: 0006-06-113 CONSTRUCTION CSJ: 0006-06-109 RULIS Permits	
CONFLICT ID	PERMIT APPLICATION NO.
1310	546059
1003	545849
1004, 1005, 1006	545924
1315	546096
1008	545929
1043	546031
1012/1324	545945
1013/1037	545958
1015	545969
1332	546135
1320	557383
NOTES:	
Green - Permit submitted in RULIS	
Red - Permit intiated in RULIS, NOT submitted	

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: N/A %

☐ Non-interstate Highway (Calculations attached)

☒ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	[illegible]
3	9[illegible]	385
4	23[illegible]	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

EXAMPLE

_____ _____ _____ _____
Initial Date Initial Date
TxDOT Utility

Attachment "G"
Betterment Calculation and Estimate

☒ Elective Betterment Ratio established: 2.47 %
☒ Calculation is attached and the justification is included below
☒ A betterment and an in-kind estimate are included

☒ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☒ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

See attached.

Initial	Date		Initial	Date
TxDOT			Utility	

CITY OF ABILENE
WA-1 Utility Relocations
In-Kind

OPINION OF PROBABLE COST — JUNE 30, 2025

CONSTRUCTION COSTS

Conflict	DESCRIPTION	TOTAL
1310	6" Sewer Line Relocation	$729,316
1003	27" Effluent Reuse Line Relocation	$827,976
1004, 1005, and 1006	36" Sewer Line Relocation (Combined Capacity of Two 24" Sewer Lines)	$1,601,562
1313	8" Water Line Relocation	$358,687
1008	30" Raw Water Line Relocation	$1,382,867
1043	16" and 8" Water Line Relocations	$624,690
1330	16" Water Line Relocation	$207,950
1012 (1324)	30" Raw Water Line Relocation	$1,607,450
1013 (1037)	39" and 42" Water Line Relocations	$2,740,678
1322	16" Water Line Relocation	$525,373
1015	24" Sewer Line Relocation	$1,043,630
1332	10" Sewer Line Relocation	$311,908
1320	6" Water Line Relocation	$579,868
-	Traffic Control	$43,000
-	Erosion Contorl and Stormwater Pollution Prevention Plan (SWPPP)	$50,000
TOTAL CONSTRUCTION COSTS:		**$12,634,955**

OWNER'S ALLOWANCE:	**$2,000,000**

ENGINEERING COSTS

Design Phase - 50%	$	240,000
Design Phase - 90%	$	160,000
Design Phase - 100%	$	120,000
Bidding Phase	$	40,000
Construction Phase	$	240,000
Surveying	$	150,000
Construction Materials Testing	$	30,000
Resident Project Representation (RPR)	$	245,000
Subsurface Utility Engineering (Potholing)	$	75,000
Easement Acquisition Services	$	30,000
Miscellaneous Engineering Expenses (Reproduction, shipping, etc.)	$	2,500
TOTAL ENGINEERING COSTS:	**$**	**1,332,500**

RIGHT-OF-WAY COSTS	UNIT	QUANTITY	UNIT PRICE		TOTAL
Conflict 1310	SF	26,912	$ 5.00	$	134,560
Conflict 1003 - N/A	SF		$ 5.00	$	-
Conflicts 1004, 1005, 1006 - N/A	SF		$ 5.00	$	-
Conflict 1315	SF	10,928	$ 5.00	$	54,640
Conflict 1008	SF	2,610	$ 5.00	$	13,050
Conflict 1043 (West of Judge Ely)	SF	1,488	$ 2.02	$	3,000
Conflict 1043 (East of Judge Ely), 1012, 1013	SF	7,951	$ 5.00	$	39,755
Conflict 1012(1324)	SF	12,521	$ 5.00	$	62,605
Conflict 1330 - N/A	SF		$ 5.00	$	-
Conflict 1013(1037)	SF	4,832	$ 5.00	$	24,160
Conflict 1322 - N/A	SF		$ 5.00	$	-
Conflict 1015	SF	565	$ 5.00	$	2,825
Conflict 1332	SF	18,024	$ 5.00	$	90,120
Conflict 1320	SF	4,200	$ 5.00	$	21,000
TOTAL EASEMENT ACQUISITION COSTS:				**$**	**445,715**

PROJECT TOTAL	**$**	**16,413,170**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Betterment

OPINION OF PROBABLE COST — JUNE 30, 2025

CONSTRUCTION COSTS

Conflict	DESCRIPTION	TOTAL
1310	6" and 8" Sewer Line Relocation (Betterment - Upsizing of Segment of 6" to 8")	$740,596
1003	27" Effluent Reuse Line Relocation	$827,976
1004, 1005, and 1006	36" Sewer Line Relocation (Combined Capacity of Two 24" Sewer Lines)	$1,601,562
1313	8" Water Line Relocation	$358,687
1008	36" Raw Water Line Relocation (Betterment - Upsized from 30")	$1,593,667
1043	16" and 8" Water Line Relocations (Betterment - Includes Additional Segment of 16")	$662,841
1330	16" Water Line Relocation	$363,897
1012 (1324)	30" Raw Water Line Relocation	$1,607,450
1013 (1037)	42" Water Line Relocation (Forced Betterment - Upsized a Portion of 39" WL)	$2,740,678
1322	16" Water Line Relocation	$525,373
1015	24" Sewer Line Relocation	$1,043,630
1332	10" Sewer Line Relocation	$311,908
1320	6" Water Line Relocation	$579,868
-	Traffic Control	$43,000
-	(SWPPP)	$50,000
TOTAL CONSTRUCTION COSTS:		**$13,051,133**

OWNER'S ALLOWANCE:	**$2,000,000**

ENGINEERING COSTS

Design Phase - 50% (Lump Sum)	$	240,000
Design Phase - 90% (Lump Sum)	$	160,000
Design Phase - 100% (Lump Sum)	$	120,000
Bidding Phase (Lump Sum)	$	40,000
Construction Phase (Lump Sum)	$	240,000
Surveying (Time & Expense)	$	150,000
Construction Materials Testing (Time & Expense)	$	30,000
Resident Project Representation (Time & Expense)	$	245,000
Subsurface Utility Engineering (Time & Expense)	$	75,000
Easement Acquisition Services (Time & Expense)	$	30,000
Miscellaneous Engineering Expenses (Reproduction, shipping, etc.)	$	2,500
TOTAL ENGINEERING COSTS:	**$**	**1,332,500**

RIGHT-OF-WAY COSTS	UNIT	QUANTITY	UNIT PRICE		TOTAL
Conflict 1310	SF	26,912	$ 5.00	$	134,560
Conflict 1003 - N/A	SF		$ 5.00	$	-
Conflicts 1004, 1005, 1006 - N/A	SF		$ 5.00	$	-
Conflict 1315	SF	10,928	$ 5.00	$	54,640
Conflict 1008	SF	2,610	$ 5.00	$	13,050
Conflict 1043 (West of Judge Ely)	SF	1,488	$ 2.02	$	3,000
Conflict 1043 (East of Judge Ely), 1012, 1013	SF	7,951	$ 5.00	$	39,755
Conflict 1012(1324)	SF	12,521	$ 5.00	$	62,605
Conflict 1330 - N/A	SF		$ 5.00	$	-
Conflict 1013(1037)	SF	4,832	$ 5.00	$	24,160
Conflict 1322 - N/A	SF		$ 5.00	$	-
Conflict 1015	SF	565	$ 5.00	$	2,825
Conflict 1332	SF	18,024	$ 5.00	$	90,120
Conflict 1320	SF	4,200	$ 5.00	$	21,000
TOTAL EASEMENT ACQUISITION COSTS:				**$**	**445,715**

PROJECT TOTAL - BETTERMENT	**$**	**16,829,348**
PROJECT TOTAL - IN-KIND	**$**	**16,413,170**
BETTERMENT RATIO		**2.47%**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment.
Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT**	$16,829,348.00
The total estimated cost of the project **NOT** including **BETTERMENT**	$16,413,170.00
THE AMOUNT OF BETTERMENT	$416,178.00
The BETTERMENT RATIO IS:	2.47%

INTEGRITY
EXCELLENCE
TRUST

August 8, 2025

Texas Department of Transportation
Attn: Billy Deel, Utility Coordinator, Abilene District

RE: City of Abilene
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
SUA Attachment "G" – Betterment Calculation and Estimate
Conflict ID: 1310

Dear ROW Division:

Conflict ID 1310, as shown on Sheets 06-09 of the construction plans included in Attachment "A" of the Standard Utility Agreement, involves an existing 6-inch sewer line parallel to East Overland Trail. The existing sewer line is in conflict with TxDOT's proposed ROW and storm drain improvements.

To resolve this conflict, the proposed work includes the removal and replacement of approximately 2,060 linear feet of existing 6-inch sewer line. 1,488 linear feet of 6-inch PVC sewer line will be installed parallel to East Overland Trail, then approximately 560 linear feet 8-inch PVC sewer line running northeast to connect to an existing manhole.

A portion of the replacement cost is considered an **elected betterment** for the following reason:

- There is limited cover over the proposed sewer line. Utilizing a 6-inch sewer line at the minimum slope approved by TCEQ results in the pipe being exposed. To mitigate this issue, a portion of the line will be upsized to 8-inch at the minimum allowable slope, ensuring the pipe will be buried.

The **elected betterment** pertains to the upsizing of approximately 560 linear feet of pipe from 6-inch to 8-inch to provide sufficient cover over the pipe. A detailed betterment cost comparison has been included for reference.

Please let us know if you have any questions or need additional information.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.

FORCED BETTERMENT (TXDOT)
ELECTED BETTERMENT (CITY)

LEGEND

PROPOSED SEWER LINE
EXISTING SEWER LINE - ABANDON IN PLACE
EXISTING SEWER LINE - REMOVE
EXISTING SEWER LINE - FLOWABLE FILL

NORTH

GRAPHIC SCALE 1"=150'
75 0 75 150

RAMSEY LEASING, INC.

TXDOT REIMBURSED EASEMENT (26,912 SQ. FT.)

CITY PURCHASED EASEMENT (9,192 SQ. FT.)

CONFLICT ID 1310: PROP 8" PVC SL

20' PROP U.E.

PROP TXDOT ROW

CONFLICT ID 1310: PROP 6" PVC SL

20' PROP U.E.

20' EX U.E.

EX TXDOT ROW

CONFLICT ID 1310: EX 6" SL

CITY OF ABILENE TEXAS

CITY OF ABILENE
IH-20 UTILITY RELOCATES

CONFLICT ID 1310
BETTERMENT EXHIBIT

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1310 - 6" Sewer Line Relocations

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A-1	Mobilization	LS	1	$100,000	$100,000
A-2	6" SDR-35 PVC Sewer Line	LF	2052	$80	$164,160
A-3	Remove Existing 6" Sewer Line	LF	2060	$50	$103,000
A-4	4' Diameter Manhole	EA	6	$21,000	$126,000
A-5	Connect to Existing Manhole Outlet	EA	1	$10,000	$10,000
A-6	Abandon Existing Manhole (Outside Pavement)	EA	1	$10,000	$10,000
A-7	Remove Existing Manhole	EA	2	$10,000	$20,000
A-8	Cut and Plug Existing Manhole Outlet	EA	1	$10,000	$10,000
A-9	Set H-Brace and Remove & Replace Fence	EA	2	$3,000	$6,000
A-10	Sewer Metal Detectable Tape and Tracer Wire	LF	2052	$3	$6,156
A-11	Asphalt Pavement Repair	LF	380	$250	$95,000
A-12	Trench Safety System	LS	1	$6,000	$6,000
A-13	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	LS	1	$73,000	$73,000
TOTAL CONSTRUCTION COSTS:					**$729,316**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1310 - 6" and 8" Sewer Line Relocations
(Betterment - Upsizing of Segment of 6" to 8")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A-1	Mobilization	LS	1	$100,000	$100,000
A-2	8" SDR-35 PVC Sewer Line	LF	564	$100	$56,400
A-3	6" SDR-35 PVC Sewer Line	LF	1488	$80	$119,040
A-4	Remove Existing 6" Sewer Line	LF	2060	$50	$103,000
A-5	4' Diameter Manhole	EA	6	$21,000	$126,000
A-6	Connect to Existing Manhole Outlet	EA	1	$10,000	$10,000
A-7	Abandon Existing Manhole (Outside Pavement)	EA	1	$10,000	$10,000
A-8	Remove Existing Manhole	EA	2	$10,000	$20,000
A-9	Cut and Plug Existing Manhole Outlet	EA	1	$10,000	$10,000
A-10	Set H-Brace and Remove & Replace Fence	EA	2	$3,000	$6,000
A-11	Sewer Metal Detectable Tape and Tracer Wire	LF	2052	$3	$6,156
A-12	Asphalt Pavement Repair	LF	380	$250	$95,000
A-13	Trench Safety System	LS	1	$6,000	$6,000
A-14	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	LS	1	$73,000	$73,000
TOTAL CONSTRUCTION COSTS:					**$740,596**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

August 8, 2025

Texas Department of Transportation
Attn: Billy Deel, Utility Coordinator, Abilene District

RE: City of Abilene
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
SUA Attachment "G" – Betterment Calculation and Estimate
Conflict ID: 1008

Dear ROW Division:

Conflict ID 1008, as shown on Sheets 17 and 18 of the construction plans included in Attachment "A" of the Standard Utility Agreement, involves an existing 30-inch concrete steel cylinder (CC) raw water line crossing IH 20 at a skew. This line is in direct conflict with the proposed retaining wall depths and is required to be replaced. The City's Capital Improvements Plan (CIP) includes replacing this 30-inch raw water line with a 36-inch raw water line, therefore resulting in an elected betterment within this project.

To resolve the conflict, the proposed work includes the installation of approximately 320 linear feet of 36-inch PVC water line via bore and encasement within TxDOT right-of-way (ROW). Additionally, approximately 275 linear feet of the existing 30-inch CC water line will be abandoned and approximately 200 linear feet will be removed.

The cost of in-kind replacement is considered an **elected betterment** for the following reason:

- To follow the City's Capital Improvements Plan

The **elected betterment** pertains to the upsizing of the existing 30-inch line to a 36-inch line. A detailed betterment cost comparison has been included for reference.

Please let us know if you have any questions or need additional information.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.

LEGEND

- PROPOSED WATER LINE
- PROPOSED PIPE BORE ENCASEMENT (WATER/SEWER)
- EXISTING WATER LINE - ABANDON IN PLACE
- EXISTING WATER LINE - REMOVE
- EXISTING WATER LINE - FLOWABLE FILL

NORTH

GRAPHIC SCALE 1"=50'
25 0 25 50

EX TXDOT ROW

50' PROP U.E.

16' EX U.E.

30' EX U.E.

20' PROP U.E.

TXDOT REIMBURSED EASEMENT (2,610 SQ. FT.)

SOUTHWEST HOUSING PROVIDERS, LLC

CNMK TEXAS PROPERTIES, LLC

20' PROP U.E.

CONFLICT ID 1008: PROP 36" PVC RAW WL

CONFLICT ID 1008: EXIST 30" CC RAW WL

CAMPUS CREST AT ABILENE, LP

PATTERSON REALTY OF ABILENE, LLC

FORCED BETTERMENT (TXDOT)

ELECTED BETTERMENT (CITY)

CITY OF ABILENE TEXAS

CITY OF ABILENE
IH-20 UTILITY RELOCATES

CONFLICT ID 1008
BETTERMENT EXHIBIT

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1008 36" Raw Water Line Relocation (Upsized from 30")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
E-1	Mobilization	LS	1	$100,000	$100,000
E-2	30" DR25 C900 PVC Water Line	LF	369	$770	$284,130
E-3	8" DR18 C900 PVC Water Line	LF	50	$360	$18,000
E-4	Jack and Bore 30" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	LF	320	$2,010	$643,200
E-5	Remove Existing 30" Concrete Steel Cylinder Water Line	LF	174	$300	$52,200
E-6	Remove Existing 8" PVC Water Line	LF	79	$120	$9,480
E-7	Abandon Existing 30" Water Line and Fill with Flowable Fill	LF	320	$130	$41,600
E-8	30" Butterfly Valve and Vault	EA	2	$65,000	$130,000
E-9	8" Gatve Valve and Box	EA	1	$4,000	$4,000
E-10	30" Concrete Steel Cylinder Water Line Connection	EA	2	$29,000	$58,000
E-11	8" PVC Water Line Connection	EA	3	$10,000	$30,000
E-12	Cut and Cap Existing 8" Water Line	EA	1	$10,000	$10,000
E-13	Water Metal Detectable Tape and Tracer Wire	LF	419	$3	$1,257
E-14	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$1,382,867**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1008 36" Raw Water Line Relocation (Betterment - Upsized from 30")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
E-1	Mobilization	LS	1	$100,000	$100,000
E-2	36" DR25 C900 PVC Water Line	LF	160	$2,000	$320,000
E-3	30" DR25 C900 PVC Water Line	LF	209	$770	$160,930
E-4	8" DR18 C900 PVC Water Line	LF	50	$360	$18,000
E-5	Jack and Bore 36" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	LF	320	$2,010	$643,200
E-6	Remove Existing 30" Concrete Steel Cylinder Water Line	LF	174	$300	$52,200
E-7	Remove Existing 8" PVC Water Line	LF	79	$120	$9,480
E-8	Abandon Existing 30" Water Line and Fill with Flowable Fill	LF	320	$130	$41,600
E-9	36" Butterfly Valve and Vault	EA	1	$79,000	$79,000
E-10	30" Butterfly Valve and Vault	EA	1	$65,000	$65,000
E-11	8" Gate Valve and Box	EA	1	$4,000	$4,000
E-12	30" Concrete Steel Cylinder Water Line Connection	EA	2	$29,000	$58,000
E-13	8" PVC Water Line Connection	EA	3	$10,000	$30,000
E-14	Cut and Cap Existing 8" Water Line	EA	1	$10,000	$10,000
E-15	Water Metal Detectable Tape and Tracer Wire	LF	419	$3	$1,257
E-16	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$1,593,667**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

INTEGRITY
EXCELLENCE
TRUST

August 8, 2025

Texas Department of Transportation
Attn: Billy Deel, Utility Coordinator, Abilene District

RE: City of Abilene
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
SUA Attachment "G" – Betterment Calculation and Estimate
Conflict ID: 1013 (1037)

Dear ROW Division:

Conflict ID 1013 (1037), as shown on Sheets 24 and 25 of the construction plans included in Attachment "A" of the Standard Utility Agreement, involves an existing 39-inch diameter concrete steel cylinder (CC) water line (Conflict ID 1037) crossing Judge Ely and a 42-inch diameter (Conflict ID 1013) CC water line crossing IH 20 at a skew. Conflict IDs 1013 and 1037 are the same line which transitions from 39-inches in diameter to 42-inches. This line is in direct conflict with the proposed storm drain along Judge Ely. 39-inch diameter pipe is an odd size and is no longer supported and therefore is required to be replaced with 42-inch, resulting in a forced betterment within this project.

To resolve the conflict, the proposed work includes the installation of approximately 105 linear feet of 42-inch PVC water line will be installed via bore and encasement under Judge Ely. Finally, approximately 330 linear feet of the existing 39-inch CC water line will be removed.

The a portion of the cost of replacement is considered a **forced betterment** for the following reasons:

- The 39-inch is in conflict with the proposed storm drain system
- 39-inch is not a commercially available pipe size
- This line is crucial to the City's water distribution system and capacity is of utmost importance, therefore the line cannot be reduced to 36-inch diameter

The **forced betterment** pertains to the upsizing of the existing 39-inch line to a 42-inch line. A detailed betterment cost estimate has been included for reference.

Please let us know if you have any questions or need additional information.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.

NORTH

GRAPHIC SCALE 1"=60'
30 0 30 60

CONFLICT ID 1037:
EXIST 39" CC WL

CONFLICT ID 1037:
PROP 42" PVC WL

20' PROP U.E.

20' PROP U.E.

20' PROP U.E.

20' EX U.E.
EXCEPTIONA

20' PROP U.E.

CONFLICT ID 1012:
PROP 30" PVC RAW WL

CONFLICT ID 1012:
EXIST 30" CC RAW WL

CONFLICT ID 1035:
EXIST 6" AC WL

CONFLICT ID 1013:
EXIST 42" CC WL

CONFLICT ID 1013:
PROP 42" PVC WL

PROP TEMPORARY
CONSTRUCTION ESMT

TXDOT REIMBURSED
EASEMENT
CONFLICT ID 1013(1037):
4,832 SQ. FT.

TXDOT REIMBURSED
EASEMENT
CONFLICT ID 1012(1324):
12,521 SQ. FT.

ABILENE CHRISTIAN UNIVERSITY

FORCED BETTERMENT (TXDOT)

ELECTED BETTERMENT (CITY)

LEGEND

- PROPOSED WATER LINE
- PROPOSED PIPE BORE ENCASEMENT (WATER/SEWER)
- EXISTING WATER LINE - ABANDON IN PLACE
- EXISTING WATER LINE - REMOVE
- EXISTING WATER LINE - FLOWABLE FILL

CITY OF ABILENE TEXAS

CITY OF ABILENE
IH-20 UTILITY RELOCATES

CONFLICT ID 1013 / 1037
BETTERMENT EXHIBIT

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1013 (1037) 42" Water Line Relocation
(Betterment - Upsizing from 39" for Portion of WL)

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
I-1	Mobilization	LS	1	$100,000	$100,000
I-2	42" DR25 C900 PVC Water Line	LF	436	$1,500	$654,000
I-3	6" DR18 C900 PVC Water Line	LF	20	$260	$5,200
I-4	Jack and Bore 42" DR25 C900 Restrained Joint PVC Water Line in 66" Diameter x 3/8" Thick Steel Casing	LF	410	$2,500	$1,025,000
I-5	Remove Existing 42" Concrete Steel Cylinder Water Line	LF	215	$240	$51,600
I-6	Remove Existing 39" Concrete Steel Cylinder Water Line	LF	334	$310	$103,540
I-7	Remove Existing 12" PVC Water Line	LF	151	$130	$19,630
I-8	Remove Existing 8" PVC Water Line	LF	100	$100	$10,000
I-9	Remove Existing 6" AC Water Line	LF	317	$390	$123,630
I-10	Abandon Existing 42" Water Line and Fill with Flowable Fill	LF	259	$190	$49,210
I-11	42" Butterfly Valve and Vault	EA	2	$154,000	$308,000
I-12	42" Concrete Steel Cylinder Water Line Connection	EA	1	$41,000	$41,000
I-13	39" Concrete Steel Cylinder Water Line Connection	EA	1	$41,000	$41,000
I-14	42" x 12" Tapping Sleeve and 12" Tapping Valve	EA	1	$6,000	$6,000
I-15	42" x 8" Tapping Sleeve and 8" Tapping Valve	EA	1	$3,000	$3,000
I-16	42" x 6" Tapping Sleeve and 6" Tapping Valve	EA	2	$2,000	$4,000
I-17	12" Water Line Connection	EA	1	$10,000	$10,000
I-18	8" Water Line Connection	EA	1	$10,000	$10,000
I-19	6" Fire Hydrant Assembly (Not Including 6" Gate Valve)	EA	2	$5,000	$10,000
I-20	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	2	$10,000	$20,000
I-21	Water Metal Detectable Tape and Tracer Wire	LF	456	$3	$1,368
I-22	Asphalt Pavement Repair	LF	190	$250	$47,500
I-23	Trench Safety System	LS	1	$1,000	$1,000
I-24	Temporary Water Service (Including all water line, connections, piping, fittings, and service connections)	LS	1	$96,000	$96,000
TOTAL CONSTRUCTION COSTS:					**$2,740,678**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

INTEGRITY
EXCELLENCE
TRUST

August 8, 2025

Texas Department of Transportation
Attn: Billy Deel, Utility Coordinator, Abilene District

RE: City of Abilene
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
SUA Attachment "G" – Betterment Calculation and Estimate
Conflict ID: 1043

Dear ROW Division:

Conflict ID 1043, as shown on Sheets 19 and 20 of the construction plans included in Attachment "A" of the Standard Utility Agreement, involves an existing 16-inch Asbestos Cement (AC) water line and an existing 8-inch PVC water line near the intersection of North Judge Ely Boulevard and East Overland Trail. The existing 8-inch PVC water line is in direct conflict with TxDOT's proposed storm drain and will need to be relocated. The existing 16-inch is in conflict with TxDOT's proposed ROW and will be relocated within a new utility easement.

To resolve these conflicts, the proposed work includes the installation of approximately 630 feet of 16-inch PVC water line within a new utility easement as well as 95 linear feet 8" PVC water line with steel encasement via bore across Judge Ely Boulevard.

A portion of the replacement cost is considered an **elected betterment** for the following reason:

- The existing lines are in conflict with TxDOT's proposed improvements and require replacement north and east of the North Judge Ely Boulevard and East Overland Trail intersection. To avoid leaving a section of existing AC water line between the necessary replacements, approximately 157 linear feet of 16-inch water line that is not in conflict will be replaced as well.

The **elected betterment** specifically pertains to the replacement of the portion of the 16-inch line that is not in conflict. A detailed betterment cost comparison has been included for reference.

Please let us know if you have any questions or need additional information.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.

3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

www.jacobmartin.com | info@jacobmartin.com | TBPE Firm #: 2448 | TBPELS Firm #: 10194493 | TBAE Firm #: BR 2261

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

August 8, 2025

Texas Department of Transportation
Attn: Billy Deel, Utility Coordinator, Abilene District

RE: City of Abilene
ROW CSJ: 0006-06-113
Construction CSJ: 0006-06-109
SUA Attachment "G" – Betterment Calculation and Estimate
Conflict ID: 1330

Dear ROW Division:

Conflict ID 1330, as shown on Sheet 21 of the construction plans included in Attachment "A" of the Standard Utility Agreement, involves an existing 16-inch water line parallel to Judge Ely Boulevard. The existing water line is in conflict with TxDOT's proposed storm drain improvements.

To resolve this conflict, the proposed work includes the removal and replacement of approximately 350 linear feet of existing 16-inch Asbestos Cement (AC) water line. Approximately 100 linear feet of the total 350 linear feet is in direct conflict with TxDOT's proposed storm drain improvements.

A portion of the replacement cost is considered an **elected betterment** for the following reason:

- The City is choosing to replace additional footage of existing AC water line back to the connection point with Conflict 1043 to avoid leaving 250 feet of existing AC water line between proposed improvements.

The **elected betterment** pertains to replacing 250 linear feet of 16-inch water line that is not in direct conflict with TxDOT's proposed improvements. A detailed betterment cost comparison has been included for reference.

Please let us know if you have any questions or need additional information.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.

FORCED BETTERMENT (TXDOT)

ELECTED BETTERMENT (CITY)

LEGEND

- PROPOSED WATER LINE
- PROPOSED PIPE BORE ENCASEMENT (WATER/SEWER)
- EXISTING WATER LINE - ABANDON IN PLACE
- EXISTING WATER LINE - REMOVE
- EXISTING WATER LINE - FLOWABLE FILL

NORTH

GRAPHIC SCALE 1"=100'

50 0 50 100

PATTERSON REALTY OF ABILENE, LLC

CAMPUS CREST AT ABILENE, LP

ABILENE CHRISTIAN UNIVERSITY

CONFLICT ID 1330: PROP 16" PVC WL

NO EASEMENT REQUIRED (CITY ROW)

CONFLICT ID 1330: EX 16" AC WL

EX TXDOT ROW

NO EASEMENT REQUIRED (CITY ROW)

CONFLICT ID 1043: PROP 8" PVC WL

CONFLICT ID 1043: EX 8" WL

20' PROP. U.E.

CITY PURCHASED EASEMENT (4,246 SQ. FT.)

CONFLICT ID 1043: PROP 16" PVC WL

CONFLICT ID 1043: EX 16" AC WL

EX TXDOT ROW

PROP TXDOT ROW

TXDOT REIMBURSED EASEMENT (7,951 SQ. FT.)

CITY OF ABILENE TEXAS

CITY OF ABILENE
IH-20 UTILITY RELOCATES

CONFLICT ID 1043 & 1330
BETTERMENT EXHIBIT

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1043 16" and 8" Water Line Relocations

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
F-1	Mobilization	LS	1	$100,000	$100,000
F-2	16" DR18 C900 PVC Water Line	LF	473	$240	$113,520
F-3	8" DR18 C900 PVC Water Line	LF	67	$320	$21,440
F-4	Slick Bore 8" DR18 C900 Restrained Joint PVC in 14" Diameter x 3/8" Thick Steel Casing	LF	95	$400	$38,000
F-5	Remove 16" AC Water Line	LF	612	$410	$250,920
F-6	Remove 8" PVC Water Line	LF	157	$120	$18,840
F-7	16" Gate Valve and Box	EA	1	$17,000	$17,000
F-8	8" Gate Valve and Box	EA	1	$4,000	$4,000
F-9	6" Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$9,000	$9,000
F-10	42" x 16" Tapping Sleeve and 16" Tapping Valve	EA	1	$9,000	$9,000
F-11	16" Water Line Connection	EA	1	$10,000	$10,000
F-12	8" Water Line Connection	EA	1	$10,000	$10,000
F-13	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$10,000	$10,000
F-14	Water Metal Detectable Tape and Tracer Wire	LF	540	$3	$1,620
F-15	Asphalt Pavement Repair	LF	35	$250	$8,750
F-16	Sidewalk Repair	LF	40	$40	$1,600
F-17	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$624,690**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1043 16" and 8" Water Line Relocations
(Betterment - Includes Additional Segment of 16")

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
F-1	Mobilization	LS	1	$100,000	$100,000
F-2	16" DR18 C900 PVC Water Line	LF	630	$240	$151,200
F-3	8" DR18 C900 PVC Water Line	LF	67	$320	$21,440
F-4	Slick Bore 8" DR18 C900 Restrained Joint PVC in 14" Diameter x 3/8" Thick Steel Casing	LF	95	$400	$38,000
F-5	Remove 16" AC Water Line	LF	612	$410	$250,920
F-6	Remove 8" PVC Water Line	LF	157	$120	$18,840
F-7	16" Gate Valve and Box	EA	1	$17,000	$17,000
F-8	8" Gate Valve and Box	EA	1	$4,000	$4,000
F-9	6" Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$9,000	$9,000
F-10	42" x 16" Tapping Sleeve and 16" Tapping Valve	EA	1	$9,000	$9,000
F-11	16" Water Line Connection	EA	1	$10,000	$10,000
F-12	8" Water Line Connection	EA	1	$10,000	$10,000
F-13	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	EA	1	$10,000	$10,000
F-14	Water Metal Detectable Tape and Tracer Wire	LF	697	$3	$2,091
F-15	Asphalt Pavement Repair	LF	35	$250	$8,750
F-16	Sidewalk Repair	LF	40	$40	$1,600
F-17	Trench Safety System	LF	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$662,841**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1330
16" Water Line Relocation

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
G-1	Mobilization	LS	1	$100,000	$100,000
G-2	16" DR18 C900 PVC Water Line	LF	150	$260	$39,000
G-3	Remove 16" AC Water Line	LF	150	$390	$58,500
G-4	Water Metal Detectable Tape and Tracer Wire	LF	150	$3	$450
G-5	Asphalt Pavement Repair	LF	36	$250	$9,000
G-6	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$207,950**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

CITY OF ABILENE
WA-1 Utility Relocations
Conflict 1330
16" Water Line Relocation (Betterment)

OPINION OF PROBABLE CONSTRUCTION COST					JUNE 30, 2025
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
G-1	Mobilization	LS	1	$100,000	$100,000
G-2	16" DR18 C900 PVC Water Line	LF	349	$260	$90,740
G-3	Remove 16" AC Water Line	LF	349	$390	$136,110
G-4	16" Gate Valve and Box	EA	1	$16,000	$16,000
G-5	16" Water Line Connection	EA	1	$10,000	$10,000
G-6	Water Metal Detectable Tape and Tracer Wire	LF	349	$3	$1,047
G-7	Asphalt Pavement Repair	LF	36	$250	$9,000
G-8	Trench Safety System	LS	1	$1,000	$1,000
TOTAL CONSTRUCTION COSTS:					**$363,897**

NOTES:

Cost estimates prepared by the engineer represent their best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by them.

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

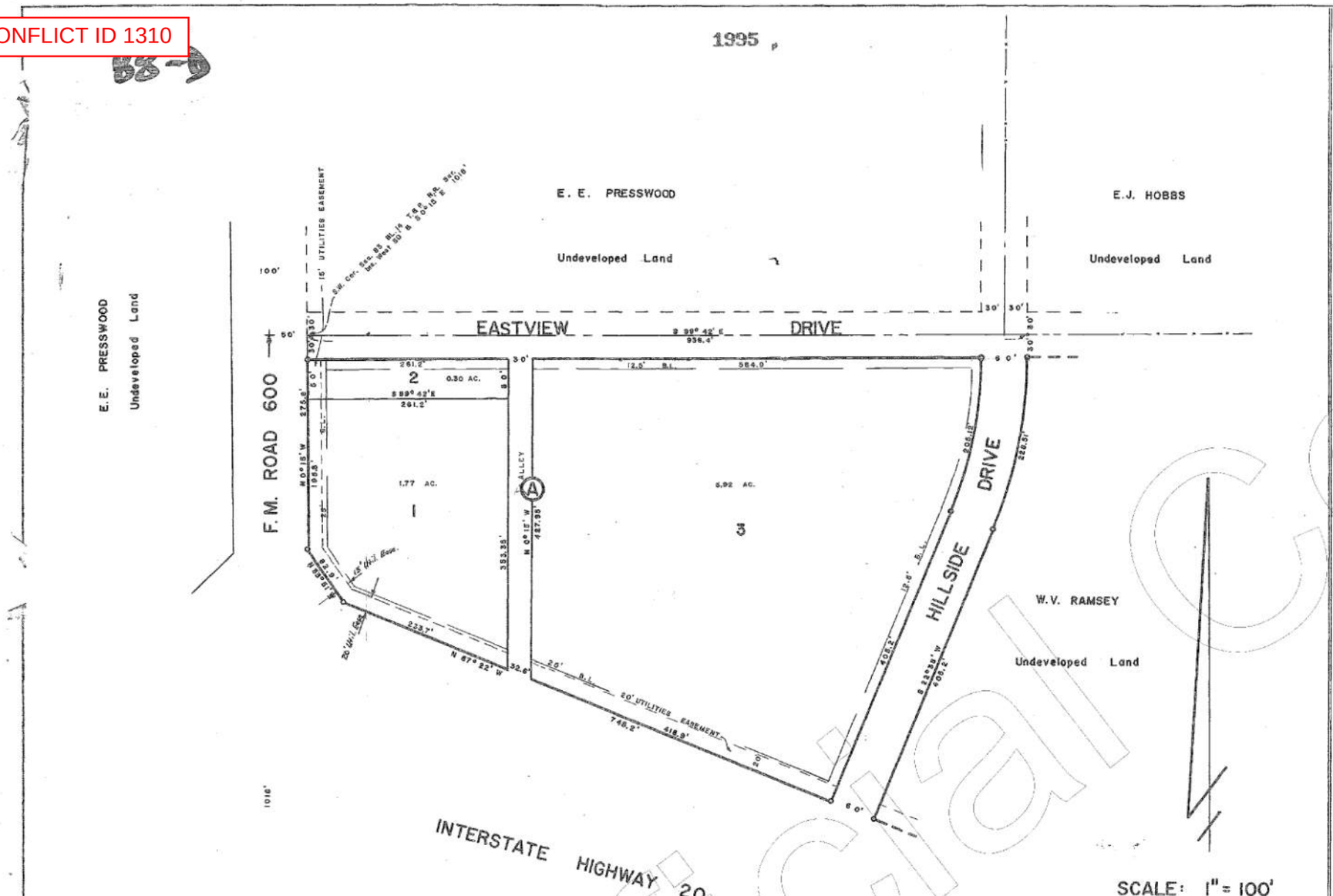
☐ Master Utility Agreement

Initial	Date	Initial	Date
TxDOT		Utility	

CONFLICT ID 1310

B3-9

1995



A FINAL PLAT
OF
W.V. RAMSEY COMMERCIAL SUB'DN.
ABILENE, TEXAS

14 10 PM

7NA

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 974A, VERNON'S ANNOTATED CIVIL STATUTES OF TEXAS, 1955, AS AMENDED.

2/3/64 (DATE) — CHAIRMAN

ATTEST — SECRETARY

THIS PLAT BECOMES VALID ONLY IF FILED FOR RECORD WITHIN THREE (3) MONTHS AFTER DATE OF APPROVAL.

DIRECTOR OF PUBLIC WORKS ~~CITY COMMISSION~~

THE DEDICATION FILED IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC ~~BY THE CITY COMMISSION OF THE CITY OF ABILENE, TEXAS.~~

~~THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 974A VERNON'S C. C. S. AND ARTICLE 9478 PENAL CODE OF TEXAS, AS AMENDED.~~

2/14/64 (DATE) — MAYOR

~~ATTEST~~ — ~~CITY SECRETARY~~

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

Feb 14, 1964 (DATE) — 1995 (FILE NUMBER)

Mrs Chester Nicholson - Taylor
COUNTY CLERK — COUNTY, TEXAS

By: Dora Colby
DEPUTY

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS

2/14/64 (DATE) — FP-928 (FILE NUMBER)

Bruce A. Clark
PLANNING DIRECTOR

Paid
FEES

OWNERS CERTIFICATE

THE UNDERSIGNED HEREBY DEDICATE THE STREETS, ALLEYS AND PUBLIC AREAS SHOWN ON THE ATTACHED PLAT OR REPLAT OF THE SUBDIVISION SHOWN THEREON FOR PUBLIC USE.

1-23-64 (DATE) — W. V. Ramsey, Jr. M.D. (OWNER)

1-23-64 (DATE) — (OWNER)

1-23-64 (DATE) — W.V. Ramsey (OWNER)

1-23-64 — Bea Marie Ramsey
ACKNOWLEDGEMENT

THE STATE OF TEXAS:
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED W. V. Ramsey, M. D.
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF January A.D. 19 64

Ruth Hodges — NOTARY PUBLIC
Taylor — COUNTY, TEXAS

THE STATE OF TEXAS:
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 19____

NOTARY PUBLIC. — COUNTY, TEXAS

GENERAL NOTES

SHEET 1 OF 1 SHEETS SECTION 1 ACREAGE 9.77

SCALE 1" = 100' SMALLEST LOT 13,910 SQ. FT. LARGEST LOT 252,068 SQ. FT.

CONCRETE MONUMENTS ○ (SYMBOL) POLES ◊ (SYMBOL) DOWN GUYS → (SYMBOL)

SURVEYOR' CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED, OR UNDER MY SUPERVISION, ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE.

PLAT DESCRIPTION:

W.V. RAMSEY COMMERCIAL SUB'DN.
OF
Southwest part of Section 83 Bl. 14
T.&P. R.R. Company Survey
ABILENE, TAYLOR CO, TEXAS

1-20-64 (DATE)

G.E. Chase (SIGNATURE)

G. E. Chase (PRINT)
REGISTERED PUBLIC SURVEYOR

Unofficial Copy

2-880.1

DEDICATION

1995

THE STATE OF TEXAS)
)
COUNTY OF TAYLOR)

KNOW ALL MEN BY THESE PRESENTS:

That WE, WAYNE V. RAMSEY, MARIE RAMSEY, W. V. RAMSEY JR. JACK DAVID RAMSEY, being the owner(s) of the hereinafter described real property, have caused to be surveyed and platted the lands hereinafter described under the name of W.V. RAMSEY COMMERCIAL SUB'DN OF SOUTHWEST PART OF SECTION 83 BL. 14 T&P R.R. COMPANY SURVEY, ABILENE, TAYLOR COUNTY, TEXAS.

and have caused the same to be subdivided into blocks, lots, streets, and alleys, as shown on the plat attached hereto and do hereby dedicate to the public forever, for all public purposes, the streets, alleys, lanes, easements, parks, and other public lands shown thereon.

I.

DESCRIPTION: The following is a particular description of the lands to be included within the aforesaid plat or subdivision situated in the City of Abilene, Taylor County, Texas, and being fully described by metes and bounds as follows:

8.97 ACRES OF LAND LYING AND BEING SITUATED IN TAYLOR COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
BEING OUT OF AND A PART OF SECTION 83, BLOCK 14, T&P RR Co. SURVEY TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT A 3/8 INCH IRON ROD SET IN THE EAST ROW OF F-M HIGHWAY 1193 AND BEING THE NORTHWEST CORNER OF THIS TRACT FROM WHICH THE SOUTHWEST CORNER OF SECTION 83 BEARS W 50 FEET AND S 0 DEG 15' E 1018 FEET;
THENCE S 89 DEG 42' E WITH THE NORTH BOUNDARY LINE OF SAID TRACT 931.4 FEET TO A 3/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAME;
THENCE S 22 DEG 38' W 653.8 FEET TO A CONCRETE MONUMENT SET BY THE TEXAS HIGHWAY DEPARTMENT AND BEING THE SOUTHEAST CORNER OF THIS TRACT;
THENCE N 67 DEG 22' W ALONG THE NORTH ROW LINE OF INTERSTATE HIGHWAY 20, 685.2 FT TO A CONCRETE MONUMENT AND BEING THE SOUTH SOUTHWEST CORNER OF THIS TRACT;
THENCE N 33 DEG 51' W 82.9 FEET TO A CONCRETE MONUMENT SET IN THE EAST ROW LINE OF F-M HIGHWAY No. 1193 AND BEING THE WEST SOUTHWEST CORNER OF THIS TRACT;
THENCE N 0 DEG 15' W ALONG THE EAST ROW OF F-M HIGHWAY 1193 275.8 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.97 ACRES OF LAND.

2-880.2

and being the same property subdivided under the name of W. V. RAMSEY COMMERCIAL SUB'DN OF SOUTHWEST PART OF SECTION 83, BLK 14, T&P R.R. COMPANY SURVEY, ABILENE, TAYLOR COUNTY, TEXAS.,

the plat of which is being filed for record contemporaneously with this instrument, all of which said property is wholly owned by the undersigned.

EXECUTED this 12TH day of FEBRUARY, A. D. 19 64.

W V X Wayne V Ramsey
Bea X Marie Ramsey
W. V. Ramsey Jr.
Jack David Ramsey

THE STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day appeared Wayne V. Ramsey Sr and Marie Ramsey and Jack Donid Ramsey and W.V. Ramsey, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of February, A.D. 1961.

Venetta Willis
Notary Public in and for Taylor County, Texas

(SEAL)

CERTIFICATE OF RECORD

STATE OF TEXAS
County of Taylor

I, MRS CHESTER HUTCHESON, County Clerk in and for said County, do hereby certify that the foregoing instrument dated the 12 day of Feb., 19 64 with its certificate of authentication was filed for record in my office this 14 day of Feb., A. D., 19 64, at 4:10 o'clock P M., and duly recorded this 20 day of Feb. A. D., 19 64, at 11:30 o'clock A M., in the Plat Records of said County, in Volume 3 on page 390

Witness my hand and Seal of the County Court of said County at office in Abilene, Texas, the day and year last above written.

By Dura Cozby, Deputy MRS. CHESTER HUTCHESON, County Clerk, Taylor County

UNOFFICIAL Copy

said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HIGHLANDER APARTMENTS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of January, A.D. 1964.

Dorothy I. Garner
Notary Public in and for
Taylor County, Texas.

(SEAL)

FILED FOR RECORD FEBRUARY 12, 1964 at 2:00 P.M.

RECORDED FEBRUARY 18, 1964 at 11:00 A.M.

Mrs. Chester Hutcheson, County Clerk
By: Dura Cozby, Deputy

****

NO. 1995

DEDICATION

THE STATE OF TEXAS }
COUNTY OF TAYLOR } KNOW ALL MEN BY THESE PRESENTS:

That we, Wayne V. Ramsey, Marie Ramsey, W. V. Ramsey Jr., Jack David Ramsey, being the owner(s) of the hereinafter described real property, have caused to be surveyed and platted the lands hereinafter described under the name of W. V. Ramsey Commercial Sub'dn of Southwest Part of Section 83 Bl. 14 T & P R.R. Company Survey, Abilene, Taylor County, Texas, and have caused the same to be subdivided into blocks, lots, streets, and alleys, as shown on the plat attached hereto and do hereby dedicate to the public forever, for all public purposes, the streets, alleys, lanes, easements, parks, and other public lands shown thereon.

southwest part of Section 83, Blk 14, T & P R.R. Company survey, Abilene, Taylor County, Texas, the plat of which is being filed for record contemporaneously with this instrument, all of which said property is wholly owned by the undersigned.

EXECUTED this 12th day of February, A.D. 1964.

Wayne V. Ramsey
Marie Ramsey
W. V. Ramsey, Jr.
Jack David Ramsey

THE STATE OF TEXAS ⎫
⎬
COUNTY OF TAYLOR ⎭ BEFORE ME, the undersigned authority, on this day appeared Wayne V. Ramsey, Sr. and Marie Ramsey and Jack David Ramsey and W. V. Ramsey, Jr., known to me to be the persons whose name_ is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of February, A.D. 1964.

Venetta Willis
Notary Public in and for
Taylor County, Texas

(SEAL)

FILED FOR RECORD FEBRUARY 14, 1964 at 4:10 P.M.

RECORDED FEBRUARY 20, 1964 at 11:30 A.M.

Mrs. Chester Hutcheson, County Clerk
By : Dura Cozby, Deputy

****

NO. 2744

A REPLAT OF LOTS 110 and 111 OF THE REPLAT OF LOTS 7, 8, 9, 10 & 11, BLOCK 9, SECTION 5, CONTINUATION 2, RADFORD HILLS ADDITION TO THE CITY OF ABILENE TAYLOR COUNTY, TEXAS

CONFLICT ID 1310

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Taylor

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.G. Etheridge and Jimmy Etheridge, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Jimmy Etheridge, wife of the said W.G. Etheridge having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jimmy Etheridge acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

VOL 746 PAGE 187

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of June A. D. 1964

(L. S.)

Odell Woodson, Notary Public
Notary Public in and for Taylor County, Texas

Filed for Record on the 8 day of July A.D. 1964, at ____ o'clock ____ M.

Recorded this the 9 day of July A.D. 1964, at 9:45 o'clock a. M.

MRS. CHESTER HUTCHESON, County Clerk

8232

SEWER EASEMENT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TAYLOR X

That we, WAYNE V. RAMSEY, WAYNE V. RAMSEY, JR., and JACK DAVID RAMSEY, not joined herein by our wives for the reason that the land hereinafter described is our separate property and constitutes no part of the homestead of either of us, for and in consideration of the sum of One Dollar ($1.00) cash to us in hand paid by THE CITY OF ABILENE and by HORNE'S OF TEXAS, INC., the receipt of which is hereby acknowledged, do hereby GIVE and GRANT to THE CITY OF ABILENE and to HORNE'S OF TEXAS, INC., the right to construct, re-construct and maintain a sewer line, together with the necessary piers and fills, as shown on the plans therefor, prepared by Thompson & Chase, upon, under and across the following described land, to-wit:

VOL 746 PAGE 187

Being out of and a part of the Southwest part of Section 83, Block 14, T. & P. R. R. Company Survey, Taylor County, Texas, and,

Unofficial Copy

VOL 746 PAGE 183

BEGINNING at a point on the Northeast Right of Way Line of Interstate Highway 20, said point being a concrete monument and bronze disk set for the Point of a curve to the Right, having a central angle of 37 deg. 27' and a Radius of 5879.7 feet, and being 150 feet at right angle to center line station 1366 - 00 of Interstate Highway 20, also said point of beginning, being the Southeast Corner of Lot 3, Block A of W. V. Ramsey Commercial Subdivision as recorded in Volume 7, page 69, of Plat Records, Taylor County, Texas;

THENCE Southeast along the Northeast R. O. W. Line of Interstate Highway 20 with said curve a distance of 1014.2 feet to a point;

THENCE N. 26 deg. 36' E. Radial with curve 20 feet to a point;

THENCE Northwest parallel with and 20 feet from the Northeast R. O. W. Line of Interstate Highway 20, a distance of 1015.6 feet to a point on the East boundary line of Lot 3, Block A, W. V. Ramsey Commercial Subdivision;

THENCE S. 22 deg. 38' W. 20.1 feet to the point of beginning.

TO HAVE AND TO HOLD the same perpetually to THE CITY OF ABILENE and to HORNE'S OF TEXAS, INC., their successors and assigns, together with the right and privilege at any and all times to enter said premises for the purpose of constructing, reconstructing and maintaining said sewer.

We expressly reserve the right to connect our premises with the sewer line, subject to, and in accordance with, the rules, regulations and ordinances of the City of Abilene.

IN WITNESS WHEREOF, this instrument is executed the 18th day of June, 1964.

Wayne V. Ramsey

Wayne V. Ramsey, Jr.

Jack David Ramsey

Unofficial copy

THE STATE OF TEXAS X
X
COUNTY OF TAYLOR X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WAYNE V. RAMSEY, WAYNE V. RAMSEY, JR., and JACK DAVID RAMSEY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 30th day of June, 1964.

Notary Public in and for Taylor County, Texas

VOL 746 PAGE 169

Filed for Record on the 8 day of July A.D. 1964, at 12:10 o'clock P. M.
Recorded this the 9 day of July A.D. 1964, at 9:45 o'clock a. M.
MRS. CHESTER HUTCHESON, County Clerk

8233

THE STATE OF TEXAS)
)
COUNTY OF TAYLOR)

WITNESS this extension agreement, this 7th day of July, 1964, by and between W. M. WAGGONER of Taylor County, Texas, hereinafter styled "Mortgagor", and CHRISTIE-STEWART DRILLING COMPANY, a partnership composed of C. B. Christie, Jr. and Morris E. Stewart, of Wichita County, Texas, hereinafter styled "Mortgagee", as follows:

WHEREAS, On February 12, 1963, W. M. Waggoner, not joined by his wife for the reason that the hereinafter described property was not his homestead, made, executed and delivered to H. W. Sanders, Trustee, a deed of trust covering the following described land in Taylor County, Texas:

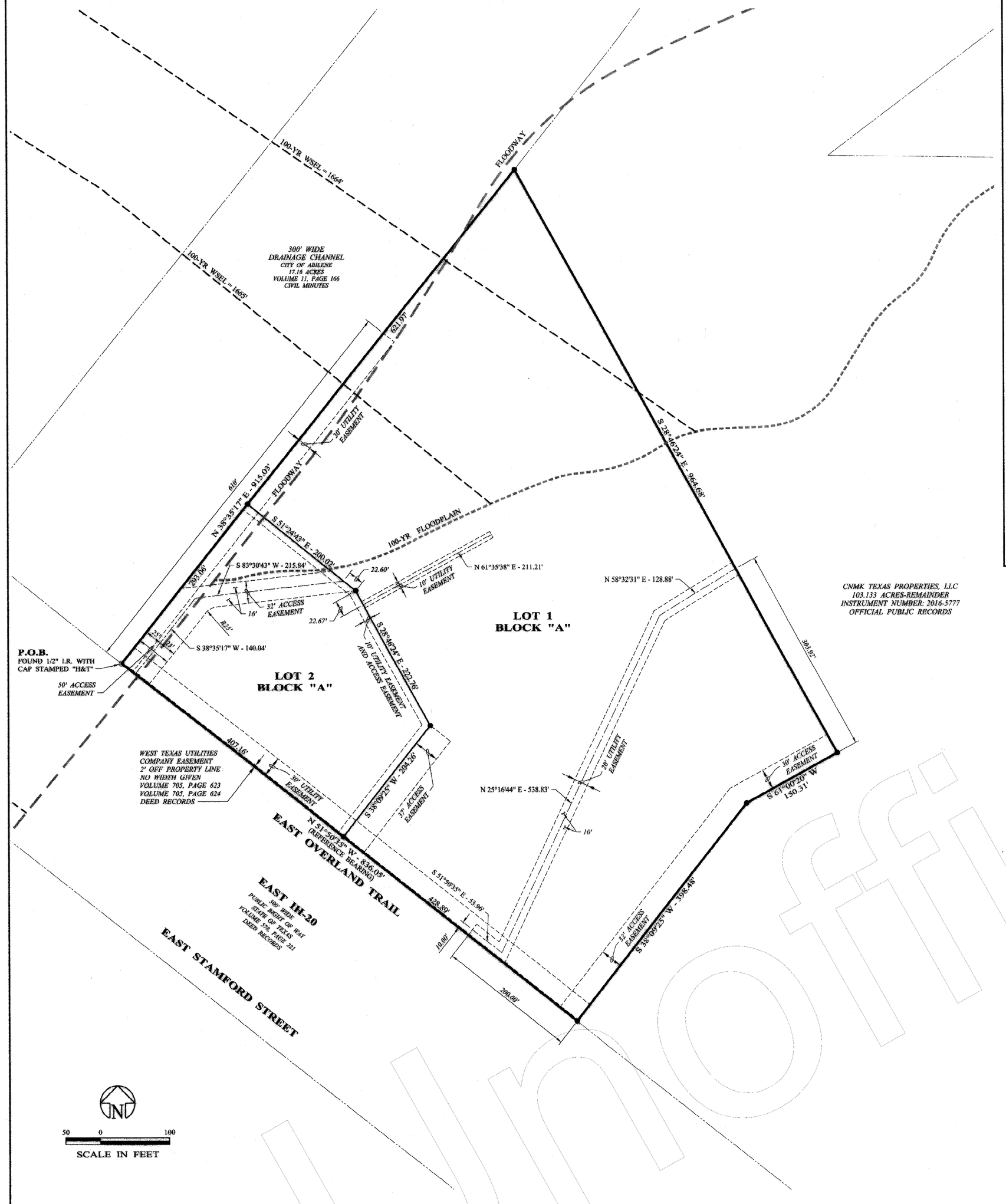
Lot 22, Block A, Section 1, Lytle Shores Addition, a subdivision of a part of Section 52, Blind Asylum Lands, Taylor County, Texas,

to secure Christie-Stewart Drilling Company, as endorsers of the following described note:

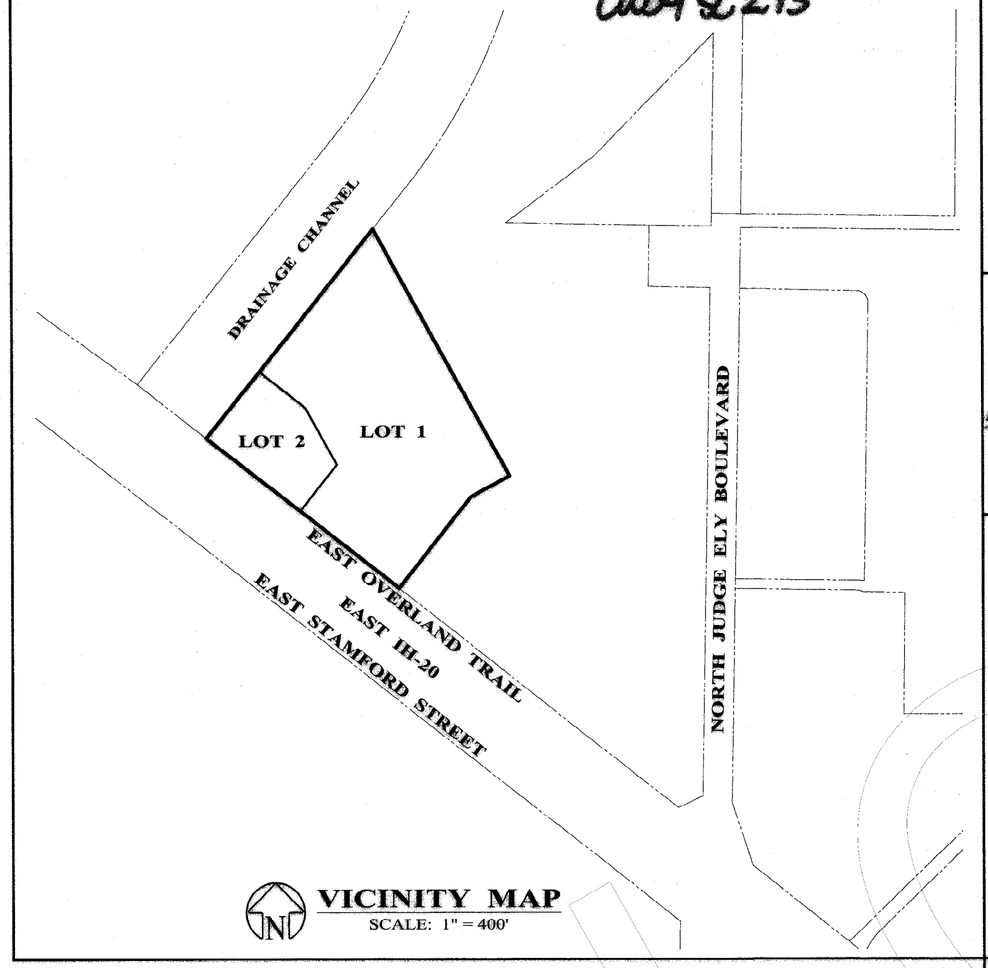
VOL 746 PAGE 169

Unofficial Copy

CONFLICT ID 1315



Cab 4 SL 273



VICINITY MAP
SCALE: 1" = 400'

LEGEND

- ○ FOUND 1/2" IRON ROD UNLESS NOTED OTHERWISE
- ● SET 1/2" IRON ROD WITH CAP STAMPED "H&T"

NOTES

1. AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450 0227 F, MAP NUMBER 48441C0227F, MAP REVISED JANUARY 6, 2012: BY SCALE A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
2. BEARINGS ARE BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATIONS BASED ON THE CITY OF ABILENE SURVEY, MONUMENTATION, AND MAPPING PROGRAM, SURVEY MARKER #996, WHICH BEARS 3938.51' SOUTH 26 DEGREES 11 MINUTES 37 SECONDS EAST FROM THE POINT OF BEGINNING.
3. THIS PROPERTY IS SUBJECT TO BLANKET EASEMENTS CONVEYED TO THE CITY OF ABILENE RECORDED IN VOLUME 131, PAGE 616, DEED RECORDS AND VOLUME 779, PAGE 449, DEED RECORDS.
4. THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

A PLAT OF
CINEMARK SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

OWNER:

CNMK TEXAS PROPERTIES, LLC
3900 DALLAS PARKWAY
SUITE 500
PLANO, TEXAS 75093
(972) 665-1619

ENGINEER:

ENPROTEC/HIBBS & TODD, INC.
402 CEDAR STREET
ABILENE, TEXAS 79601
(325)698-5560
RPLS FIRM REGISTRATION No: 10011900

LS-9495

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 974A, VERNON'S ANNOTATED CIVIL STATUTES, AND ARTICLE 927B PENAL CODE OF TEXAS, AS AMENDED.

DATE — CHAIRMAN

ATTEST — SECRETARY

DATE — PLANNING DIRECTOR

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR,
CITY OF ABILENE, TEXAS

5-17-16 — DATE
FP-1516 — FILE NUMBER
PLANNING DIRECTOR
PAID — FEES

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

5-17-2016 — DATE
Michael Rice — DIRECTOR OF PUBLIC WORKS

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

5/17/16 — DATE
2016-00007161614 — FILE NUMBER
Larrett Bevill — COUNTY CLERK
Taylor — COUNTY TEXAS
Susie Carreaga — DEPUTY

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

CINEMARK SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES ATTACHED"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS 26th DAY OF April 20 16

Don Harton / Cinemark
OWNER

DON HARTON
SENIOR VICE PRESIDENT
DESIGN & CONSTRUCTION

ACKNOWLEDGMENT

THE STATE OF TEXAS:
COUNTY OF Collin

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED **DON HARTON, SENIOR VICE PRESIDENT DESIGN & CONSTRUCTION** KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME ACT OF THE SAID A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26Th DAY OF April A D 20 16

William Harriett Collier
NOTARY PUBLIC — COUNTY TEXAS

GENERAL NOTES

SHEET 1 OF 1 — SHEETS — ACREAGE 14.238

SCALE 1" = 100' — SMALLEST LOT 109,591 SQ FT — LARGEST LOT 510,609 SQ FT

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE

PLAT DESCRIPTION:

CINEMARK SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

STATE OF TEXAS · REGISTERED · George A Forbis-Stokes · 4325 · PROFESSIONAL LAND SURVEYOR

George C. Forbis-Stokes
SIGNATURE

04/25/2016
DATE

GEORGE A. FORBIS-STOKES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR

Unofficial Document

Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202

70 2016 00007664

Instrument Number: 2016-00007664
As
Plats

Recorded On: May 17, 2016

Parties:

To

Billable Pages: 1
Number of Pages: 2

Comment: CINEMARK

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Plats	71.00
Total Recording:	**71.00**

ATTACHED TO PLAT
IN CABINET 4
SLIDE 273

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2016-00007664
Receipt Number: 387852
Recorded Date/Time: May 17, 2016 04:36:24P

User / Station: S Carreras - Cash Station 4

Record and Return To:

State of Texas
County of Taylor

THIS IS NOT A BILL

Hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped hereon.

County Clerk
Taylor County, Texas

Unofficial Copy

PLAT RECORDING SHEET

File Number: 2016-7664

Dedicator: CNMK Texas Properties, LLC

Addition or Subdivision: Cinemark

Cabinet/Slide: CAB. 4 SLIDE 273

Field Notes Document #: 2016-7665

Property: A PLAT OF
CINEMARK SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

Instrument Date: April 26, 2016

Filed Date & Time: May 17, 2016/4:36 P.M.

Unofficial Copy

Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202

70 2016 00007665

Instrument Number: 2016-00007665
As
Recorded On: May 17, 2016 **Recording Fee**

Parties: SURVEYOR **Billable Pages: 1**
To THE PUBLIC **Number of Pages: 2**

Comment: FN

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording Fee	26.00
Total Recording:	**26.00**

ATTACHED TO PLAT
IN CABINET 4
SLIDE 273

************* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2016-00007665
Receipt Number: 387852
Recorded Date/Time: May 17, 2016 04:36:24P
User / Station: S Carreras - Cash Station 4

Record and Return To:

ATTACH TO PLAT
STAYS IN OFFICE
ABILENE TX 79601

State of Texas
County of Taylor

THIS IS NOT A BILL

I hereby certify that this instrument was FILED in the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped hereon.

County Clerk
Taylor County, Texas

Unofficial Copy

Enprotec / Hibbs & Todd

FIELD NOTES
FOR
CINEMARK SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

BEING CINEMARK SUBDIVISION, Abilene, Taylor County, Texas, being out of Section 84, Block 14, T. & P. Railway Company Survey, Taylor County, Texas, and being out of a 103.133 acre tract conveyed to CNMK Texas Properties, LLC, recorded in Instrument Number: 2016-5777, Official Public Records, Taylor County, Texas. The said Cinemark Subdivision, being more particularly described as follows:

Bearings are based on Grid North as established by GPS observations based on the City of Abilene Survey, Monumentation, and Mapping Program, Survey Marker #596, which bears 3938.51' South 26 degrees 11 minutes 37 seconds East from the Point of Beginning.

BEGINNING at a found ½" iron rod with cap, stamped "H&T", on the north right of way of Interstate Highway 20 for the southwest corner of the said 103.133 acre tract, same being the southeast corner of 17.16 acre tract granted to the City of Abilene through condemnation, Cause #16,312, recorded in Volume 11, Page 166, Civil Minutes, Taylor County, Texas, where a found 3/8" iron rod for the northeast corner of Section 84, Block 14, T. & P. Railway Company Survey 950.54' North 38 degrees 35 minutes 17 East and 1165.09' South 89 degrees 01 minutes 00 seconds East;

THENCE North 38 degrees 35 minutes 17 seconds East, along the west line of the said 103.133 acre tract, for a distance of 915.03 feet to a set ½" iron rod with cap, stamped "H&T", for the northwest corner of this tract, where a found ½" iron rod with cap, stamped "H&T", bears 184.04' North 38 degrees 35 minutes 17 seconds East;

THENCE South 28 degrees 46 minutes 24 seconds East for a distance of 964.68 feet to a set ½" iron rod with cap, stamped "H&T";

THENCE South 61 degrees 00 minutes 20 seconds West for a distance of 150.31 feet to a set ½" iron rod with cap, stamped "H&T";

THENCE South 38 degrees 09 minutes 25 seconds West for a distance of 398.48 feet to a set ½" iron rod with cap, stamped "H&T", on the north right of way of Interstate Highway 20, where a found ½" iron rod with cap, stamped "H&T", bears 1209.36' South 51 degrees 50 minutes 35 seconds East;

THENCE North 51 degrees 50 minutes 35 seconds West (being the Reference Bearing for this description), along the north right of way of Interstate Highway 20, for a distance of 836.05 feet to the Point of Beginning, containing 14.238 acres, or 620200 square feet.

Plat Attached

STATE OF TEXAS
REGISTERED
George A. Forbis-Stokes
4325
LAND SURVEYOR

George A. Forbis-Stokes, RPLS #4325

Environmental, Civil & Geotechnical Engineers Date: April 25, 2016

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.691.0058 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

Granbury Office
2901 Glen Rose Hwy, Suite 107
Granbury, Texas 76048
817.579.6791 | 817.579.8491 fax

Plano Office
One Preston Park
2301 Ohio Drive, Suite 105
Plano, Texas 75093
972.599.3480 | 972.599.3513 fax

www.e-ht.com

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration Nos. 10011900 & 10007300

Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202

70 2016 00007666

Instrument Number: 2016-00007666
As
Recorded On: May 17, 2016 **Tax Certificate**

Parties: **Billable Pages: 1**
To **Number of Pages: 2**

Comment: TC

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Tax Certificate	26.00
Total Recording:	**26.00**

ATTACHED TO PLAT
IN CABINET 4
SLIDE 373

************* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2016-00007666
Receipt Number: 387852
Recorded Date/Time: May 17, 2016 04:36:24P

User / Station: S Carreras - Cash Station 4

Record and Return To:

State of Texas
County of Taylor

THIS IS NOT A BILL

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas on said date hereon.

County Clerk
Taylor County, Texas

Unofficial Copy

DOC: 00007666

Through Tax Year	TAX CERTIFICATE	Certificate #
2015		76362

Issued By:
CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY
P O BOX 1800
1534 S TREADAWAY
ABILENE, TX 79604

Property Information
Property ID: 40578 Geo ID: A0580000101
Legal Acres: 22.2063
Legal Desc: A0580 SUR 84 T & P RY CO, BLOCK 14, ACRES 22.2063
Situs: E OVERLAND TR TX
DBA:
Exemptions:

Owner ID: 88485 100.00%
RAMSEY LEASING INC
% FFTAM
PO BOX 701
ABILENE, TX 79604-0701

For Entities	Value Information	
ABILENE ISD	Improvement HS:	0
CITY OF ABILENE	Improvement NHS:	0
TAYLOR COUNTY	Land HS:	0
	Land NHS:	0
	Productivity Market:	105,845
	Productivity Use:	2,444
	Assessed Value	2,444

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 04/28/2016 Total Due if paid by: 04/30/2016 0.00

Tax Certificate Issued for:	Taxes Paid in 2015
CITY OF ABILENE	17.45
TAYLOR COUNTY	12.87
ABILENE ISD	29.59

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Office or Collecting Office

Date of Issue: 04/28/2016
Requested By: TODD ENGINEERING INC
Fee Amount: 10.00
Reference #: NO GF GIVEN

Unofficial Copy

Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202

70 2016 00007667

Instrument Number: 2016-00007667
As
Recorded On: May 17, 2016 **Tax Certificate**

Parties: **Billable Pages: 1**
To **Number of Pages: 2**

Comment: TC

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Tax Certificate	26.00
Total Recording:	**26.00**

ATTACHED TO PLAT
IN CABINET 4
SLIDE 273

************* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information: **Record and Return To:**

Document Number: 2016-00007667
Receipt Number: 387852
Recorded Date/Time: May 17, 2016 04:36:24P

User / Station: S Carreras - Cash Station 4

State of Texas
County of Taylor

THIS IS NOT A BILL

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped hereon.

County Clerk
Taylor County, Texas

Unofficial Copy

Through Tax Year	TAX CERTIFICATE	Certificate #
2015		76361

Issued By:
CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY
P O BOX 1800
1534 S TREADAWAY
ABILENE, TX 79604

Property Information

Property ID: 40575 Geo ID: A0580000100
Legal Acres: 31.0000
Legal Desc: A0580 SUR 84 T & P RY CO, BLOCK 14, ACRES 31.0
Situs: 3150 N JUDGE ELY BL TX
DBA:
Exemptions:

Owner ID: 88485 100.00%
RAMSEY LEASING INC
% FFTAM
PO BOX 701
ABILENE, TX 79604-0701

For Entities	Value Information	
ABILENE ISD	Improvement HS:	0
CITY OF ABILENE	Improvement NHS:	0
TAYLOR COUNTY	Land HS:	0
	Land NHS:	0
	Productivity Market:	73,881
	Productivity Use:	2,536
	Assessed Value	2,536

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 04/28/2016 Total Due if paid by: 04/30/2016 0.00

Tax Certificate Issued for:	Taxes Paid in 2015
CITY OF ABILENE	18.11
TAYLOR COUNTY	13.36
ABILENE ISD	30.70

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Velvet Doughty
Signature of Authorized Officer of Collecting Office

Date of Issue: 04/28/2016
Requested By: TODD ENGINEERING INC
Fee Amount: 10.00
Reference #: NO GF GIVEN

True Automation, Inc.

Unofficial Copy

CONFLICT ID 1013, 1043

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TAYLOR §

THAT Aileen, Inc., a Corporation, of the County of New York, State of New York, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations to it, cash in hand paid by the City of Abilene, Texas, a Municipal Corporation, the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of water pipeline improvements, has granted, sold and conveyed, and by these presents does GRANT, SELL and CONVEY unto the said City of Abilene, Taylor County, Texas, an easement for all water pipeline purposes over, through and across all that certain lot, tract or parcel of land situated in the County of Taylor, State of Texas, and described as follows, to-wit:

BEING a 20 foot easement out of a 137.53 acre tract conveyed to Abilene Manufacturing Company by Guy Caldwell by Deed dated October 21, 1968, and recorded in Volume 860, Page 378, Taylor County Deed Records, said easement being more particularly described as follows:

BEGINNING at the southernmost Southwest corner of said 137.53 acre tract at a point bearing North 89° 34' West 1,935.8 ft. and North 15 ft. from the center of Section 24, B. A. Lands in Taylor County, Texas, said beginning point being that point where the North or Northeast boundary line of Interstate Highway No. 20 intersects the South line of said 137.53 acre tract in the North fence line of an East-West public road;

THENCE North 52° 17' West 723.8 ft. along the said Interstate Highway No. 20 right-of-way to an iron pin;

THENCE North 18° 8' West a distance of 25 ft.;

THENCE South 52° 17' East 765.7 ft. parallel to the Interstate Highway No. 20 right-of-way above referred to;

THENCE North 89° 34' West a distance of 32.8 ft. to the place of beginning.

Grantor will pay all taxes of every kind, including those assessed or to be assessed for the full year 1969.

This instrument shall be construed as conveying an easement to the City of Abilene for all water pipeline purposes and fee title is reserved by Grantors, its successors and assigns, subject to such easement. It is specially agreed that the City of Abilene shall have the temporary use of 20 feet of land on each side of the above described easement during the time that the above described improvements are being installed, after which time the right to the use of said land shall cease. The payment of the purchase price for said easement shall be considered full compensation for the land taken and for any damages that may be claimed or asserted by virtue of the use of said easement by the City of Abilene for the purposes herein granted. Provided, however, that the City of Abilene shall restore the surface of the above described premises to its original condition upon completion of the construction of the pipeline proposed to be installed thereon.

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the rights and appurtenances thereto in anywise belonging to the said City of Abilene, its successors and assigns forever.

EXECUTED this 23rd day of May, A. D., 1969.

AILEEN, INC.

ATTEST:

By: Abe Oberlin

THE STATE OF New York I

COUNTY OF New York I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Abe Oberlin, of Aileen, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Aileen, Inc., that he was duly authorized to perform the same, and that he executed the same as the act of such Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of May, A. D., 1969.

Mildred Lebon
Notary Public in and for
County

MILDRED LEBON
Notary Public, State of New York
No. 03-7463600
Qualified in Bronx County
Commission Expires March 30, 1970

(SEAL)

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STATE OF TEXAS
COUNTY OF TAYLOR

DEED RECORDS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.

FILED FOR RECORD
3 O'CLOCK 40 MIN. PM
JUN 30 1969

Unofficial Copy

CONFLICT ID 1013

EASEMENT DEED

THE STATE OF TEXAS |

COUNTY OF TAYLOR | KNOW ALL MEN BY THESE PRESENTS:

THAT We, Guy Caldwell, Mildred C. Touchstone, Guy Robert Beckham & Beckham LACY ~~Inez~~ Caldwell of the County of _____, State of Texas, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to us, cash in hand paid by the City of Abilene, Texas, a municipal corporation, the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of water pipeline improvements, have granted, sold and conveyed, and by these presents do GRANT, SELL and CONVEY unto the said City of Abilene, Taylor County, Texas, an easement for all water pipeline purposes over, through and across all that certain lot, tract or parcel of land situated in the County of Taylor, State of Texas, and described as follows, to-wit:

Being a 20 foot easement out of a 137 acre tract of land conveyed to C. M. Caldwell by B. A. Philpott and wife, R. L. Philpott by deed dated September 14, 1926, and recorded in Vol. 173, page 141 of the Taylor County Deed Records and described as follows.

Being part of that certain parcel or tract of land out of the Northwest 1/4 of Section 24, B.A. Lands, Taylor County, Texas, and being more particularly described as follows:

Beginning at the S.E. corner of Section 84 of the T & P Railroad Land Survey.

Thence, N. 89°30' E. a distance of 37 feet.
Thence, in a northerly direction a distance of 27.5 feet to the point of beginning of the 20 foot easement.
Thence, N. 89°30' E., a distance of 193.9 feet.
Thence, N. 52°17' W., a distance of 32.8 feet.
Thence, N. 89°30' W., a distance of 167.9 feet.
Thence, in a southerly direction a distance of 20 feet to the point of beginning of the 20 foot easement.

Grantor will pay all taxes of every kind, including those assessed or to be assessed for the full year 1969.

This instrument shall be construed as conveying an easement to the City of Abilene for all water pipeline purposes and fee title is reserved by Grantor(s), their heirs and assigns, subject to such easement. It is specially agreed that the City of Abilene shall have the temporary use of 20 feet of land on each side of

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Unofficial Copy

the above described easement during the time that the above described improvements are being installed, after which time the right to the use of said land shall cease. The payment of the purchase price for said easement shall be considered full compensation for the land taken and for any damages that may be claimed or asserted by virtue of the use of said easement by the City of Abilene for the purposes herein granted.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said City of Abilene, its successors and assigns forever, and we do hereby bind our, heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said easement unto the said City of Abilene, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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WITNESS our HAND(S) THIS 19th day of May, A.D. 1969.

Guy Caldwell

Mildred C. Touchstone

Guy Robert Beckham

~~Lucy~~ LACY Caldwell Beckham

* *

THE STATE OF TEXAS
COUNTY OF Potter

BEFORE ME, the undersigned authority, on this day personally appeared Lacy Caldwell Beckham known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

GIVEN UNDER MY HAND AND SEAL of office this 19 day of May, A.D. 1969.

(SEAL)

Harriet Stringfellow
Notary Public, Potter County,

* *

THE STATE OF TEXAS
COUNTY OF ~~Potter~~ TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared Guy Caldwell known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he signed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 25 day of May, A.D. 1969.

(SEAL)

Lucille Kuhena
Notary Public, Taylor County, Tex.

Unofficial Copy

CONFLICT ID 1332

EASEMENT DEED

13993

THE STATE OF TEXAS

COUNTY OF TAYLOR

KNOW ALL MEN BY THESE PRESENTS:

THAT ABILENE CHRISTIAN COLLEGE, a Corporation

of the County of Taylor, State of Texas, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to it, cash in hand paid by the City of Abilene, Texas, a municipal corporation, the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of sewer & utility improvements, have granted, sold and conveyed, and by these presents do GRANT, SELL and CONVEY unto the said City of Abilene, Taylor County, Texas, an easement for all sewer & utility purposes over, through and across all that certain lot, tract or parcel of land situated in the County of Taylor, State of Texas, and described as follows, to-wit: BEING a tract or strip of land out of a certain 114.04 acres out of the west part of the southwest quarter of Section 24, Blind Asylum Lands, Taylor County, Texas, as recorded by Deed in Volume 326, Page 461, Deed Records of Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a point on the northwest R.O.W. of Interstate 20. Said point bears S 89° 45' E, 791.5 feet and S 52° 17' E, 136 feet from the southwest corner of said Section 24, Blind Asylum Lands, Taylor County, Texas.

THENCE S 52° 17' E, along said Interstate R.O.W., a distance of 168.6 feet to a point,

THENCE S 59° 24.5' E, along said R.O.W., a distance of 403.10 feet to a point,

THENCE S 52° 17' E, along said R.O.W., a distance of 1035.26 feet for the southeast corner of this tract, said corner being T.H.D. chaining station 1439 + 35.26,

THENCE N 0° 17' W, a distance of 25.2 feet for the northeast corner of this tract,

THENCE N 52° 17' W, a distance of 1035.26 feet, parallel with said R.O.W., to a point,

THENCE N 59° 24.5' W, a distance of 403.10 feet, parallel with said R.O.W., to a point,

THENCE N 52° 17' W, a distance of 168.6 feet parallel with said R.O.W. to a point for the northwest corner of this tract.

THENCE in a southwesterly direction, a distance of 20 feet to the point of beginning and containing 0.74 acres of land.

, TO HAVE AND TO HOLD THE SAME, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said City of Abilene, its successors and assigns forever, ~~and it does hereby bind itself, its heirs, successors, executors and administrators, to Warrant and Forever Defend, all and singular, the said easement unto the said City of Abilene, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.~~, without any warranty whatsoever, expressed or implied.

Grantor will pay all taxes of every kind, including those assessed or to be assessed for the full year 1971.

This instrument shall be construed as conveying an easement to the City of Abilene for all sewer & utility purposes and fee title is reserved by Grantor(s), its heirs, successors and assigns, subject to such easement. It is specially agreed that the City of Abilene shall have the temporary use of 20 feet of land on each side of the above described easement during the time that the above described improvements are being installed, after which time the right to the use of said land shall cease. ~~The payment of~~

930 PAGE 137

City of Abilene agrees that at all times, after doing any work in connection with the construction, reconstruction or repair of said sewer or utility lines or any lateral thereof, it will repair fences and otherwise restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Abilene will not create a nuisance or do any act that will be detrimental to said premises.

Unofficial Document

WITNESS our hand(s), this 5th day of December, A.D. 1972.

ABILENE CHRISTIAN COLLEGE

By: John C. Stevens
President (Title)

ATTEST: Secretary

By: Ray McGlothlin, Jr.
Vice Chairman, Board of Trustees

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, on this day personally appeared John C. Stevens, President, and Ray McGlothlin, Jr., Vice Chairman, Board of Trustees, of Abilene Christian College, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Abilene Christian College, a corporation, that they were duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1972.

Joredene Fulks
NOTARY PUBLIC, TAYLOR COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF TAYLOR } DEED RECORDS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.

Mrs. Clinton Hutchinson
County Clerk,
Taylor County, Texas

FILED FOR RECORD
9 O'CLOCK 55 MIN. A.M.
DEC 8 1972
Mrs. Clinton Hutchinson
County Clerk, Taylor County, Texas
C.V. Deputy

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Unofficial Copy

Address any reply to: 1100 Commerce St., Dallas, Tex. 75202

Department of the Treasury

13995

District Director

Internal Revenue Service

Date: NOV 7 1972

In reply refer to:

Mrs. Rhama Dell Pope Verbeke, Executrix
59 Holly Court West
Pitman, New Jersey 08071

Dear Mr. Verbeke:

Estate of: Richard M. Pope
Date of Death: September 25, 1970

ESTATE TAX CLOSING LETTER

(This is not a bill for tax due)

The computation at the bottom of this letter shows the Internal Revenue Service's determination of the Federal estate tax liability for the estate named above. You should keep a copy of this letter as a permanent record, since your attorney may need it to close the probate proceedings for the estate. It, together with proof of payment, is evidence that the Federal estate tax liability for the estate has been settled.

Sincerely yours,

W. T. Coppinger

W. T. Coppinger
District Director

Gross estate tax		$ 28.75
Less credits allowed:		
State death taxes	$ - 0 -	
Federal gift tax	- 0 -	
Tax on prior transfers	- 0 -	
Foreign death taxes	- 0 -	
Total credits		$ - 0 -
Net estate tax		$ 28.75
Penalties, if any		$

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Form L-154 (Rev. 9-69)

Unofficial Copy

VOL 950 PAGE 140

MR. BILL POPE
RT. 2, BOX 547 692-2275
ABILENE, TEXAS 79601

PAID 7560615970309

113-113 1113

125

May 7 19 72

JUN 9 1972

PAY TO THE ORDER OF Internal Revenue Service $ 28.75

ABILENE, TEXAS

Twenty-eight Dollars & 75/100 DOLLARS

THE CITIZENS NATIONAL BANK
ABILENE, TEXAS

FOR Income Tax Payment Bill Pope

⑆1113-0113⑆ ⑈216 016 1⑈ ⑈000000 28 75⑈

630

PAY ANY BANK, P.E.O. BOX
DALLAS

Republic National Bank
DALLAS, TEXAS
32-62 1

DEC 8 1972

8900 606 271

STATE OF TEXAS } DEED RECORDS
COUNTY OF TAYLOR }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.

Mrs. Chester Hutchison
County Clerk,
Taylor County, Texas

FILED FOR RECORD
10 O'CLOCK 10 MIN A.M.

DEC 8 1972

Mrs. Chester Hutchison
County Clerk, Taylor County, Texas
Deputy

Unofficial Document

Authorize Execution of Standard Utility Agreement – TXDOT IH-20 Utility Relocation

CITY OF ABILENE TEXAS

Designate Signature Authority – TXDOT IH-20 Utility Relocation

- Authorize City Manager to execute Standard Utility Agreement with TXDOT
  - Total Agreement Cost - $16,829,348.00
  - Total Betterment Cost - $416,178.00
- Agreement required for relocation of City utilities in conflict with IH-20 improvements
- Applies to Work Authorization 1 (West Lake Rd to Hwy 351)
- Project costs primarily reimbursable through TXDOT
- City CIP will fund any betterments or non-reimbursable items

CITY OF ABILENE TEXAS

Authorize Execution of Standard Utility Agreement – TXDOT IH-20 Utility Relocation

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the IH-20 Utility Relocation Project (CB-2548) to Pate Garver LP *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff recommends that the Abilene City Council award Bid CB-2548 for the I-20 Utility Relocates – Work Authorization No.1 Project to Pate Garver, LP in the amount of $15,051,133.00. Bids were opened on August 7, 2025, and three bids were received. Pate Garver, LP submitted the lowest responsive and responsible bid.

SPECIAL CONSIDERATIONS

This project includes the relocation of City water, sanitary sewer, and effluent reuse facilities that conflict with the Texas Department of Transportation's IH-20 roadway project. The corridor is generally located between East Lake Road (FM 600) and Highway 351. The roadway improvements include widening and drainage upgrades. Relocation of utilities is required to accommodate this work and to maintain reliable service for customers during and after construction.

FUNDING/FISCAL IMPACT

The project will be funded through TXDOT reimbursement and with Water Utilities Capital Improvement Program funds for City betterments ($416,178).

STAFF RECOMMENDATION

Staff recommends that the City Council award Bid CB-2548 to Pate Garver, LP for the IH-20

Utility Relocates – Work Authorization No.1 Project in the amount of $15,051,133.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - IH-20 Utility Relocate Bid Award
2. Pate Garver LP - IH-20 Utility Relocate Contract Signed
3. Letter of Recommendation
4. Bid Tabulations
5. 3 - Presentation - IH-20 Utility Relocate Bid Award

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID TO PATE GARVER, LP FOR THE IH-20 UTILITY RELOCATES – WORK AUTHORIZATION NO.1 PROJECT.

WHEREAS, the City of Abilene owns and operates public water and wastewater systems that include water distribution, wastewater collection, and reclaimed water infrastructure; and

WHEREAS, the Texas Department of Transportation's IH-20 project requires the relocation of City water, sanitary sewer, and effluent reuse lines to avoid conflicts with roadway widening and drainage improvements between East Lake Road (FM 600) and Highway 351; and

WHEREAS, Bid CB-2548 for the IH-20 Utility Relocates – Work Authorization No.1 Project was publicly advertised, and bids were opened on August 7, 2025, with three bids received; and

WHEREAS, Pate Garver, LP submitted the lowest responsive and responsible bid in the amount of $15,051,133.00; and

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

That the City Council awards Bid CB-2548 to Pate Garver, LP for the IH-20 Utility Relocates – Work Authorization No.1 Project in the amount of $15,051,133.00, and authorizes the City Manager to execute all documents necessary to implement this action.

ADOPTED this 28th 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 28th day of August, 2025, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Pate Garver, L.P. of the City of Houston, 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. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – **I-20 Utility Relocates - Work Authorization No.1.**

All work to be performed will be completed in conformance with (1) Part I 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 $ 15,051,133.00.

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.

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 executed copies is an original.

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

CONTRACTOR

Name of Contractor:
Pate Garver, L.P.

Signature

Business Address: 7600 S. Santa Fe, Bldg. A1
Houston, TX 77061

Business Phone No. 832-917-1611
Federal Tax I.D. # 93-3571947

Name – Typed or Printed
Alan Pate

Title – Typed or Printed
President

ATTEST: (If Corporation)

Corporate Seal
(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

August 13, 2025

Matthew Dane, P.E., Director of Water Utilities
City of Abilene
555 Walnut St.
Abilene, Texas 79601

RE: Letter of Recommendation

Dear Mr. Dane,

On August 7th, 2025 bids were opened for the I-20 Utility Relocates - Work Authorization No.1 project. This project includes the water, sewer and effluent reuse relocations that are required to accommodate a TXDOT roadway project along IH-20 generally located between East Lake Road (FM 600) and Hwy 351. Three bids were received with the low bid of $15,051,133.00 being turned in by Pate Garver, LP out of Houston, Texas.

We have performed a reference check for Pate Garver, LP and feel they are the lowest, responsive, responsible bidder. Based on our communication with the City, we recommend awarding the bid to Pate Garver, LP for the total contract amount of $15,051,133.00.

Based on the Council's preference for awarding the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,

JACOB | MARTIN

Tristan King, P.E.
Attachments –Bid Tabulation

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

				Pate Garver, L.P. 7600 S. Santa Fe, Building A1 Houston, TX 77061		Belt Construction of Texas, LLC 2908 Bethany Lane Texarkana, TX 75503		MH Civil Constructors, Inc. 621 SW 6th Avenue Amarillo, TX 79101	
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
A-1	Mobilization, Bonds, and Insurance	1	LS	$ 100,000.00	$ 100,000.00	$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
A-2	8" SDR-35 PVC Sewer Line	564	LF	$ 100.00	$ 56,400.00	$ 350.00	$ 197,400.00	$ 150.00	$ 84,600.00
A-3	6" SDR-35 PVC Sewer Line	1488	LF	$ 80.00	$ 119,040.00	$ 150.00	$ 223,200.00	$ 130.00	$ 193,440.00
A-4	Remove Existing 6" Sewer Line	2060	LF	$ 50.00	$ 103,000.00	$ 15.00	$ 30,900.00	$ 20.00	$ 41,200.00
A-5	4' Diameter Manhole	6	EA	$ 21,000.00	$ 126,000.00	$ 40,000.00	$ 240,000.00	$ 35,000.00	$ 210,000.00
A-6	Connect to Existing Manhole Outlet	1	EA	$ 10,000.00	$ 10,000.00	$ 14,000.00	$ 14,000.00	$ 2,000.00	$ 2,000.00
A-7	Abandon Existing Manhole (Outside Pavement)	1	EA	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00
A-8	Remove Existing Manhole	2	EA	$ 10,000.00	$ 20,000.00	$ 5,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00
A-9	Cut and Plug Existing Manhole Outlet	1	EA	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 1,000.00	$ 1,000.00
A-10	Set H-Brace and Remove & Replace Fence	2	EA	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 10,000.00	$ 20,000.00
A-11	Sewer Metal Detectable Tape and Tracer Wire	2052	LF	$ 3.00	$ 6,156.00	$ 1.00	$ 2,052.00	$ 1.00	$ 2,052.00
A-12	Asphalt Pavement Repair	380	LF	$ 250.00	$ 95,000.00	$ 140.00	$ 53,200.00	$ 200.00	$ 76,000.00
A-13	Trench Safety System	1	LS	$ 6,000.00	$ 6,000.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00
A-14	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	1	LS	$ 73,000.00	$ 73,000.00	$ 30,000.00	$ 30,000.00	$ 100,000.00	$ 100,000.00
	TOTAL BASE BID A (Items A-1 - A-14)				**$ 740,596.00**		**$ 853,752.00**		**$ 809,292.00**

BASE BID B

Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
B-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00	$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
B-2	27" ASTM F679 PS 115 PVC Effluent Reuse Line	260	LF	$ 620.00	$ 161,200.00	$ 1,500.00	$ 390,000.00	$ 1,500.00	$ 390,000.00
B-3	Jack and Bore 27" ASTM F679 PS 115 Joint Restrained PVC Effluent Reuse Line in 42" Diameter x 3/8" Thick Steel Casing	320	LF	$ 1,580.00	$ 505,600.00	$ 2,600.00	$ 832,000.00	$ 3,000.00	$ 960,000.00
B-4	Remove Existing 27" Effluent Reuse Line	40	LF	$ 240.00	$ 9,600.00	$ 50.00	$ 2,000.00	$ 300.00	$ 12,000.00
B-5	Abandon Existing 27" Effluent Reuse Line and Fill with Flowable Fill	286	LF	$ 40.00	$ 11,440.00	$ 110.00	$ 31,460.00	$ 80.00	$ 22,880.00
B-6	27" Effluent Reuse Line Connection	2	EA	$ 19,000.00	$ 38,000.00	$ 15,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00
B-7	Sewer Metal Detectable Tape and Tracer Wire	432	LF	$ 3.00	$ 1,296.00	$ 1.00	$ 432.00	$ 1.00	$ 432.00
B-8	Trench Safety System	1	LS	$ 840.00	$ 840.00	$ 3,000.00	$ 3,000.00	$ 25,000.00	$ 25,000.00
	TOTAL BASE BID B (Items B-1 - B-8)				**$ 827,976.00**		**$ 1,313,892.00**		**$ 1,495,312.00**

BASE BID C

Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
C-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00	$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
C-2	36" ASTM F679 PS 115 PVC Sewer Line	134	LF	$ 680.00	$ 91,120.00	$ 2,700.00	$ 361,800.00	$ 2,000.00	$ 268,000.00
C-3	8" SDR-35 PVC Sewer Line	20	LF	$ 510.00	$ 10,200.00	$ 50.00	$ 1,000.00	$ 150.00	$ 3,000.00
C-4	Jack and Bore 36" ASTM F679 PS 115 PVC Sewer Line in 54" Diameter x 3/8" Thick Steel Casing	315	LF	$ 1,690.00	$ 532,350.00	$ 2,700.00	$ 850,500.00	$ 3,500.00	$ 1,102,500.00
C-5	Remove Existing 36" Sewer Line	22	LF	$ 870.00	$ 19,140.00	$ 50.00	$ 1,100.00	$ 400.00	$ 8,800.00
C-6	Remove Existing 24" Sewer Line	193	LF	$ 200.00	$ 38,600.00	$ 40.00	$ 7,720.00	$ 300.00	$ 57,900.00
C-7	Remove Existing 8" Sewer Line	35	LF	$ 270.00	$ 9,450.00	$ 15.00	$ 525.00	$ 30.00	$ 1,050.00
C-8	Abandon Existing 24" Sewer Line and Fill with Flowable Fill	836	LF	$ 90.00	$ 75,240.00	$ 100.00	$ 83,600.00	$ 80.00	$ 66,880.00
C-9	6' Diameter Manhole	4	EA	$ 63,000.00	$ 252,000.00	$ 40,000.00	$ 160,000.00	$ 60,000.00	$ 240,000.00
C-10	Remove Existing Manhole	5	EA	$ 10,000.00	$ 50,000.00	$ 5,000.00	$ 25,000.00	$ 3,000.00	$ 15,000.00
C-11	8" Sewer Line Connection	1	EA	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00
C-12	Sewer Metal Detectable Tape and Tracer Wire	154	LF	$ 3.00	$ 462.00	$ 1.00	$ 154.00	$ 1.00	$ 154.00
C-13	Lower Existing ACU 8" Effluent Reuse Line	1	LS	$ 29,000.00	$ 29,000.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00
C-14	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 25,000.00	$ 25,000.00
C-15	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	1	LS	$ 383,000.00	$ 383,000.00	$ 180,000.00	$ 180,000.00	$ 100,000.00	$ 100,000.00
	TOTAL BASE BID C (Items C-1 - C-15)				**$ 1,601,562.00**		**$ 1,725,399.00**		**$ 1,970,284.00**

BASE BID D

Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
D-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00	$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
D-2	8" DR18 C900 PVC Water Line	759	LF	$ 120.00	$ 91,080.00	$ 260.00	$ 197,340.00	$ 180.00	$ 136,620.00
D-3	Slick Bore 8" Water Line	255	LF	$ 190.00	$ 48,450.00	$ 200.00	$ 51,000.00	$ 300.00	$ 76,500.00
D-4	Remove Existing 8" Water Line	761	LF	$ 80.00	$ 60,880.00	$ 15.00	$ 11,415.00	$ 30.00	$ 22,830.00
D-5	8" Gate Valve and Box	2	EA	$ 3,000.00	$ 6,000.00	$ 8,000.00	$ 16,000.00	$ 8,000.00	$ 16,000.00
D-6	6" Fire Hydrant Assembly (Including 6" Gate Valve)	2	EA	$ 5,000.00	$ 10,000.00	$ 20,000.00	$ 40,000.00	$ 10,000.00	$ 20,000.00
D-7	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	2	EA	$ 10,000.00	$ 20,000.00	$ 3,000.00	$ 6,000.00	$ 3,000.00	$ 6,000.00
D-8	8" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00
D-9	Water Meter Relocations and Reconnects	2	EA	$ 5,000.00	$ 10,000.00	$ 8,000.00	$ 16,000.00	$ 2,000.00	$ 4,000.00
D-10	Water Metal Detectable Tape and Tracer Wire	759	LF	$ 3.00	$ 2,277.00	$ 1.00	$ 759.00	$ 1.00	$ 759.00
	TOTAL BASE BID D (Items D-1 - D-10)				**$ 358,687.00**		**$ 369,514.00**		**$ 349,709.00**

JACOB MARTIN
Abilene, Texas

BASE BID E

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
E-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
E-2	36" DR25 C900 PVC Water Line	160	LF	$ 2,000.00	$ 320,000.00		$ 2,800.00	$ 448,000.00	$ 2,000.00	$ 320,000.00
E-3	30" DR25 C900 PVC Water Line	209	LF	$ 770.00	$ 160,930.00		$ 1,640.00	$ 342,760.00	$ 1,300.00	$ 271,700.00
E-4	8" DR18 C900 PVC Water Line	50	LF	$ 360.00	$ 18,000.00		$ 400.00	$ 20,000.00	$ 180.00	$ 9,000.00
E-5	Jack and Bore 36" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	320	LF	$ 2,010.00	$ 643,200.00		$ 2,700.00	$ 864,000.00	$ 3,500.00	$ 1,120,000.00
E-6	Remove Existing 30" Concrete Steel Cylinder Water Line	174	LF	$ 300.00	$ 52,200.00		$ 50.00	$ 8,700.00	$ 300.00	$ 52,200.00
E-7	Remove Existing 8" PVC Water Line	79	LF	$ 120.00	$ 9,480.00		$ 15.00	$ 1,185.00	$ 30.00	$ 2,370.00
E-8	Abandon Existing 30" Water Line and Fill with Flowable Fill	320	LF	$ 130.00	$ 41,600.00		$ 140.00	$ 44,800.00	$ 100.00	$ 32,000.00
E-9	36" Butterfly Valve and Vault	1	EA	$ 79,000.00	$ 79,000.00		$ 100,000.00	$ 100,000.00	$ 150,000.00	$ 150,000.00
E-10	30" Butterfly Valve and Vault	1	EA	$ 65,000.00	$ 65,000.00		$ 90,000.00	$ 90,000.00	$ 130,000.00	$ 130,000.00
E-11	8" Gate Valve and Box	1	EA	$ 4,000.00	$ 4,000.00		$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00
E-12	30" Concrete Steel Cylinder Water Line Connection	2	EA	$ 29,000.00	$ 58,000.00		$ 45,000.00	$ 90,000.00	$ 50,000.00	$ 100,000.00
E-13	8" PVC Water Line Connection	3	EA	$ 10,000.00	$ 30,000.00		$ 5,000.00	$ 15,000.00	$ 2,000.00	$ 6,000.00
E-14	Cut and Cap Existing 8" Water Line	1	EA	$ 10,000.00	$ 10,000.00		$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
E-15	Water Metal Detectable Tape and Tracer Wire	419	LF	$ 3.00	$ 1,257.00		$ 1.00	$ 419.00	$ 1.00	$ 419.00
E-16	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 4,000.00	$ 4,000.00	$ 25,000.00	$ 25,000.00
	TOTAL BASE BID (Items E-1 - E-16)				**$ 1,593,667.00**			**$ 2,064,864.00**		**$ 2,292,689.00**

BASE BID F

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
F-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
F-2	16" DR18 C900 PVC Water Line	630	LF	$ 240.00	$ 151,200.00		$ 600.00	$ 378,000.00	$ 300.00	$ 189,000.00
F-3	8" DR18 C900 PVC Water Line	67	LF	$ 320.00	$ 21,440.00		$ 500.00	$ 33,500.00	$ 180.00	$ 12,060.00
F-4	Slick Bore 8" DR18 C900 Restrained Joint PVC in 14" Diameter x 3/8" Thick Steel Casing	95	LF	$ 400.00	$ 38,000.00		$ 1,700.00	$ 161,500.00	$ 700.00	$ 66,500.00
F-5	Remove 16" AC Water Line	612	LF	$ 410.00	$ 250,920.00		$ 30.00	$ 18,360.00	$ 200.00	$ 122,400.00
F-6	Remove 8" PVC Water Line	157	LF	$ 120.00	$ 18,840.00		$ 15.00	$ 2,355.00	$ 150.00	$ 23,550.00
F-7	16" Gate Valve and Box	1	EA	$ 17,000.00	$ 17,000.00		$ 25,000.00	$ 25,000.00	$ 40,000.00	$ 40,000.00
F-8	8" Gate Valve and Box	1	EA	$ 4,000.00	$ 4,000.00		$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
F-9	6" Fire Hydrant Assembly (Including 6" Gate Valve)	1	EA	$ 9,000.00	$ 9,000.00		$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
F-10	42" x 16" Tapping Sleeve and 16" Tapping Valve	1	EA	$ 9,000.00	$ 9,000.00		$ 100,000.00	$ 100,000.00	$ 120,000.00	$ 120,000.00
F-11	16" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 16,000.00	$ 16,000.00	$ 15,000.00	$ 15,000.00
F-12	8" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00
F-13	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	1	EA	$ 10,000.00	$ 10,000.00		$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
F-14	Water Metal Detectable Tape and Tracer Wire	697	LF	$ 3.00	$ 2,091.00		$ 1.00	$ 697.00	$ 1.00	$ 697.00
F-15	Asphalt Pavement Repair	35	LF	$ 250.00	$ 8,750.00		$ 140.00	$ 4,900.00	$ 200.00	$ 7,000.00
F-16	Sidewalk Repair	40	LF	$ 40.00	$ 1,600.00		$ 80.00	$ 3,200.00	$ 200.00	$ 8,000.00
F-17	Trench Safety System	1	LF	$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	TOTAL BASE BID F (Items F-1 - F-17)				**$ 662,841.00**			**$ 812,512.00**		**$ 694,207.00**

BASE BID G

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
G-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
G-2	16" DR18 C900 PVC Water Line	349	LF	$ 260.00	$ 90,740.00		$ 350.00	$ 122,150.00	$ 300.00	$ 104,700.00
G-3	Remove 16" AC Water Line	349	LF	$ 390.00	$ 136,110.00		$ 30.00	$ 10,470.00	$ 200.00	$ 69,800.00
G-4	16" Gate Valve and Box	1	EA	$ 16,000.00	$ 16,000.00		$ 25,000.00	$ 25,000.00	$ 40,000.00	$ 40,000.00
G-5	16" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 16,000.00	$ 16,000.00	$ 15,000.00	$ 15,000.00
G-6	Water Metal Detectable Tape and Tracer Wire	349	LF	$ 3.00	$ 1,047.00	*	$ 1.00	$ 349.00	$ 1.00	$ 349.00
G-7	Asphalt Pavement Repair	36	LF	$ 250.00	$ 9,000.00	*	$ 140.00	$ 5,040.00	$ 200.00	$ 7,200.00
G-8	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
	TOTAL BASE BID G (Items G-1 - G8)				**$ 363,897.00**			**$ 206,009.00**		**$ 307,049.00**

BASE BID H

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
H-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
H-2	30" DR25 C900 PVC Water Line	750	LF	$ 530.00	$ 397,500.00		$ 800.00	$ 600,000.00	$ 1,300.00	$ 975,000.00
H-3	Jack and Bore 30" DR25 C900 Restrained Joint PVC Water Line in 54" Diameter x 3/8" Thick Steel Casing	315	LF	$ 2,200.00	$ 693,000.00		$ 2,700.00	$ 850,500.00	$ 3,000.00	$ 945,000.00
H-4	Remove Existing 30" Concrete Steel Cylinder Water Line	802	LF	$ 350.00	$ 280,700.00		$ 50.00	$ 40,100.00	$ 300.00	$ 240,600.00
H-5	Abandon Existing 30" Water Line and Fill with Flowable Fill	260	LF	$ 150.00	$ 39,000.00		$ 140.00	$ 36,400.00	$ 100.00	$ 26,000.00
H-6	30" Butterfly Valve and Vault	2	EA	$ 28,000.00	$ 56,000.00		$ 90,000.00	$ 180,000.00	$ 130,000.00	$ 260,000.00
H-7	30" Concrete Steel Cylinder Water Line Connection	2	EA	$ 19,000.00	$ 38,000.00		$ 45,000.00	$ 90,000.00	$ 50,000.00	$ 100,000.00
H-8	Water Metal Detectable Tape and Tracer Wire	750	LF	$ 3.00	$ 2,250.00		$ 1.00	$ 750.00	$ 1.00	$ 750.00
H-9	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 6,000.00	$ 6,000.00	$ 25,000.00	$ 25,000.00
	TOTAL BASE BID H (Items H-1 - H-9)				**$ 1,607,450.00**			**$ 1,828,750.00**		**$ 2,637,350.00**

JACOB MARTIN
Abilene, Texas

BASE BID I

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
I-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
I-2	42" DR25 C900 PVC Water Line	436	LF	$ 1,500.00	$ 654,000.00		$ 1,200.00	$ 523,200.00	$ 2,500.00	$ 1,090,000.00
I-3	6" DR18 C900 PVC Water Line	20	LF	$ 260.00	$ 5,200.00		$ 500.00	$ 10,000.00	$ 60.00	$ 1,200.00
I-4	Jack and Bore 42" DR25 C900 Restrained Joint PVC Water Line in 66" Diameter x 3/8" Thick Steel Casing	410	LF	$ 2,500.00	$ 1,025,000.00		$ 2,900.00	$ 1,189,000.00	$ 3,600.00	$ 1,476,000.00
I-5	Remove Existing 42" Concrete Steel Cylinder Water Line	215	LF	$ 240.00	$ 51,600.00		$ 50.00	$ 10,750.00	$ 500.00	$ 107,500.00
I-6	Remove Existing 39" Concrete Steel Cylinder Water Line	334	LF	$ 310.00	$ 103,540.00		$ 50.00	$ 16,700.00	$ 400.00	$ 133,600.00
I-7	Remove Existing 12" PVC Water Line	151	LF	$ 130.00	$ 19,630.00		$ 20.00	$ 3,020.00	$ 60.00	$ 9,060.00
I-8	Remove Existing 8" PVC Water Line	100	LF	$ 100.00	$ 10,000.00		$ 15.00	$ 1,500.00	$ 30.00	$ 3,000.00
I-9	Remove Existing 6" AC Water Line	317	LF	$ 390.00	$ 123,630.00		$ 15.00	$ 4,755.00	$ 80.00	$ 25,360.00
I-10	Abandon Existing 42" Water Line and Fill with Flowable Fill	259	LF	$ 190.00	$ 49,210.00		$ 260.00	$ 67,340.00	$ 200.00	$ 51,800.00
I-11	42" Butterfly Valve and Vault	2	EA	$ 154,000.00	$ 308,000.00		$ 110,000.00	$ 220,000.00	$ 230,000.00	$ 460,000.00
I-12	42" Concrete Steel Cylinder Water Line Connection	1	EA	$ 41,000.00	$ 41,000.00		$ 50,000.00	$ 50,000.00	$ 75,000.00	$ 75,000.00
I-13	39" Concrete Steel Cylinder Water Line Connection	1	EA	$ 41,000.00	$ 41,000.00		$ 45,000.00	$ 45,000.00	$ 75,000.00	$ 75,000.00
I-14	42" x 12" Tapping Sleeve and 12" Tapping Valve	1	EA	$ 6,000.00	$ 6,000.00		$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
I-15	42" x 8" Tapping Sleeve and 8" Tapping Valve	1	EA	$ 3,000.00	$ 3,000.00		$ 100,000.00	$ 100,000.00	$ 95,000.00	$ 95,000.00
I-16	42" x 6" Tapping Sleeve and 6" Tapping Valve	2	EA	$ 2,000.00	$ 4,000.00		$ 100,000.00	$ 200,000.00	$ 90,000.00	$ 180,000.00
I-17	12" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
I-18	8" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00
I-19	6" Fire Hydrant Assembly (Not Including 6" Gate Valve)	2	EA	$ 5,000.00	$ 10,000.00		$ 20,000.00	$ 40,000.00	$ 10,000.00	$ 20,000.00
I-20	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	2	EA	$ 10,000.00	$ 20,000.00		$ 3,000.00	$ 6,000.00	$ 3,000.00	$ 6,000.00
I-21	Water Metal Detectable Tape and Tracer Wire	456	LF	$ 3.00	$ 1,368.00		$ 1.00	$ 456.00	$ 1.00	$ 456.00
I-22	Asphalt Pavement Repair	190	LF	$ 250.00	$ 47,500.00		$ 140.00	$ 26,600.00	$ 200.00	$ 38,000.00
I-23	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00
I-24	Temporary Water Service (Including all water line, connections, piping, fittings, and service connections)	1	LS	$ 96,000.00	$ 96,000.00		$ 2,500.00	$ 2,500.00	$ 30,000.00	$ 30,000.00
	TOTAL BASE BID I (Items I-1 - I-24)				**$ 2,740,678.00**			**$ 2,662,821.00**		**$ 4,073,976.00**

BASE BID J

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
J-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
J-2	16" DR18 C900 PVC Water Line	581	LF	$ 230.00	$ 133,630.00		$ 580.00	$ 336,980.00	$ 300.00	$ 174,300.00
J-3	Remove 16" AC Water Line	550	LF	$ 380.00	$ 209,000.00		$ 30.00	$ 16,500.00	$ 200.00	$ 110,000.00
J-4	42"x16" Tapping Sleeve and 16" Tapping Valve	1	EA	$ 16,000.00	$ 16,000.00		$ 100,000.00	$ 100,000.00	$ 120,000.00	$ 120,000.00
J-5	16" Water Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 16,000.00	$ 16,000.00	$ 15,000.00	$ 15,000.00
J-6	Water Metal Detectable Tape and Tracer Wire	581	LF	$ 3.00	$ 1,743.00		$ 1.00	$ 581.00	$ 1.00	$ 581.00
J-7	Asphalt Pavement Repair	220	LF	$ 250.00	$ 55,000.00		$ 140.00	$ 30,800.00	$ 200.00	$ 44,000.00
	TOTAL BASE BID J (Items J-1 - J-7)				**$ 525,373.00**			**$ 525,861.00**		**$ 528,881.00**

BASE BID K

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
K-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
K-2	24" ASTM F679 PS 115 PVC Sewer Line	209	LF	$ 170.00	$ 35,530.00		$ 1,000.00	$ 209,000.00	$ 1,000.00	$ 209,000.00
K-3	Jack and Bore 24" ASTM F679 PS 115 PVC Sewer Line in 36" Diameter x 3/8" Thick Steel Casing	420	LF	$ 1,100.00	$ 462,000.00		$ 1,800.00	$ 756,000.00	$ 2,500.00	$ 1,050,000.00
K-4	Open Cut and Install 24" ASTM F679 PS 115 PVC Sewer Line in 36" Diameter x 3/8" Thick Steel Casing	53	LF	$ 650.00	$ 34,450.00		$ 500.00	$ 26,500.00	$ 1,500.00	$ 79,500.00
K-5	Remove Existing 24" Sewer Line	252	LF	$ 160.00	$ 40,320.00		$ 30.00	$ 7,560.00	$ 200.00	$ 50,400.00
K-6	Abandon Existing 24" Sewer Line and Fill with Flowable Fill	361	LF	$ 310.00	$ 111,910.00		$ 100.00	$ 36,100.00	$ 80.00	$ 28,880.00
K-7	5' Diameter Manhole	3	EA	$ 33,000.00	$ 99,000.00		$ 40,000.00	$ 120,000.00	$ 50,000.00	$ 150,000.00
K-8	Cut and Plug 24" Sewer Line at Manhole	2	EA	$ 10,000.00	$ 20,000.00		$ 8,000.00	$ 16,000.00	$ 10,000.00	$ 20,000.00
K-9	Sewer Metal Detectable Tape and Tracer Wire	140	LF	$ 3.00	$ 420.00		$ 1.00	$ 140.00	$ 1.00	$ 140.00
K-10	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00
K-11	Bypass Pumping (Including all pumps, piping, plugs, power supply, and incidentals)	1	LS	$ 139,000.00	$ 139,000.00		$ 80,000.00	$ 80,000.00	$ 150,000.00	$ 150,000.00
	TOTAL BASE BID K (Items K-1 - K-11)				**$ 1,043,630.00**			**$ 1,281,300.00**		**$ 1,827,920.00**

BASE BID L

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
L-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
L-2	10" SDR-35 PVC Sewer Line	556	LF	$ 120.00	$ 66,720.00		$ 400.00	$ 222,400.00	$ 200.00	$ 111,200.00
L-3	Remove Existing 10" Sewer Line	619	LF	$ 80.00	$ 49,520.00		$ 15.00	$ 9,285.00	$ 50.00	$ 30,950.00
L-4	4' Diameter Manhole	2	EA	$ 22,000.00	$ 44,000.00		$ 40,000.00	$ 80,000.00	$ 35,000.00	$ 70,000.00
L-5	4' Diameter Temporary Bypass Manhole	1	EA	$ 19,000.00	$ 19,000.00		$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00
L-6	Remove Existing Manhole	1	EA	$ 10,000.00	$ 10,000.00		$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00
L-7	10" Sewer Line Connection	1	EA	$ 10,000.00	$ 10,000.00		$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00
L-8	Cut and Plug 10" Sewer Line at Manhole	1	EA	$ 10,000.00	$ 10,000.00		$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
L-9	Sewer Metal Detectable Tape and Tracer Wire	556	LF	$ 3.00	$ 1,668.00		$ 1.00	$ 556.00	$ 1.00	$ 556.00
L-10	Trench Safety System	1	LS	$ 1,000.00	$ 1,000.00		$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
	TOTAL BASE BID L (Items L-1 - L-10)				**$ 311,908.00**			**$ 394,241.00**		**$ 323,706.00**

BASE BID M

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
M-1	Mobilization, Bonding and Insurance	1	LS	$ 100,000.00	$ 100,000.00		$ 25,000.00	$ 25,000.00	$ 65,000.00	$ 65,000.00
M-2	6" DR18 C900 PVC Water Line	746	LF	$ 90.00	$ 67,140.00		$ 560.00	$ 417,760.00	$ 60.00	$ 44,760.00
M-3	Remove Existing 6" AC Water Line	534	LF	$ 360.00	$ 192,240.00		$ 15.00	$ 8,010.00	$ 80.00	$ 42,720.00
M-4	12" x 6" Tapping Sleeve and 6" Tapping Valve	1	EA	$ 5,000.00	$ 5,000.00		$ 60,000.00	$ 60,000.00	$ 15,000.00	$ 15,000.00
M-5	6" Fire Hydrant Assembly (Including 6" Gate Valve)	1	EA	$ 17,000.00	$ 17,000.00		$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
M-6	Remove Existing Fire Hydrant Assembly (Including 6" Gate Valve)	1	EA	$ 10,000.00	$ 10,000.00		$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
M-7	1" Water Meter Relocation and Reconnect - Taco Casa (Including 1" Service Line, Driveway Slick Bore, and Incidentals)	1	LS	$ 5,000.00	$ 5,000.00		$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
M-8	1" Water Meter Relocation and Reconnects (2) - Murphy Convenience Store (Including 1" Service Lines, Driveway Slick Bores, and Incidentals)	1	LS	$ 5,000.00	$ 5,000.00		$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
M-9	Cut and Cap Existing 6" Water Line	1	EA	$ 5,000.00	$ 5,000.00		$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
M-10	Water Metal Detectable Tape and Tracer Wire	746	LF	$ 3.00	$ 2,238.00		$ 1.00	$ 746.00	$ 1.00	$ 746.00
M-11	Asphalt Pavement Repair	685	LF	$ 250.00	$ 171,250.00		$ 140.00	$ 95,900.00	$ 200.00	$ 137,000.00
	TOTAL BASE BID M (Items M-1 - M-11)				**$ 579,868.00**			**$ 638,416.00**		**$ 323,226.00**

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total	Unit Price	Total
N-1	Traffic Control	1	LS	$ 43,000.00	$ 43,000.00		$ 50,000.00	$ 50,000.00	$ 150,000.00	$ 150,000.00
N-2	Erosion Control and Stormwater Pollution Prevention Plan (SWPPP)	1	LS	$ 50,000.00	$ 50,000.00		$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00
N-3	Allowance for additional work directed and in writing by the City for legitimate Project related issues	1	LS	$ 2,000,000.00	$ 2,000,000.00		$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00
	TOTAL BASE BID N (Items N-1 - N-3)				**$ 2,093,000.00**			**$ 2,090,000.00**		**$ 2,165,000.00**

	TOTAL BID (Bid Schedules A-N)				**$ 15,051,133.00**			**$ 16,767,331.00**		**$ 19,798,601.00**

(*) - Extension Error

Award the Bid to Pate Garver, LP IH-20 Utility Relocates – Work Authorization No.1

CITY OF ABILENE TEXAS

IH-20 Utility Relocates – Work Authorization No.1

- Award Bid CB-2548 to Pate Garver, LP in the amount of $15,051,133.00
- Three bids received on August 7, 2025
- Pate Garver was the lowest responsive and responsible bidder recommended for award
- Relocate City water, sanitary sewer, and effluent reuse utilities
- Required to accommodate TXDOT IH-20 roadway widening and drainage improvements
- Corridor between East Lake Road (FM 600) and Highway 351

CITY OF ABILENE TEXAS

IH-20 Utility Relocates – Work Authorization No.1

- TXDOT reimbursement will fund the roadway relocation portion
- Water Utilities CIP will fund City betterments ($416,178)
- Contract amount $15,051,133.00

CITY OF ABILENE TEXAS

I-20 Utility Relocates – Work Authorization No.1

CITY OF ABILENE TEXAS

Award the Bid to Pate Garver, LP IH-20 Utility Relocates – Work Authorization No.1

QUESTIONS?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the new Main Library at Abilene Heritage Square from My Unique Office Under the BuyBoard Purchasing Cooperative Contract *(Julee Hammer)***

GENERAL INFORMATION

This purchase is for FF&E (furniture, fixtures, and equipment) for the new Main Library at Abilene Heritage Square. The quote from this vendor includes mobile and stationary shelving for the Main Library collection, public service desks, computer stands, self-checkout tables, and display units. The vendor is My Unique Office of Dallas, Texas, and the purchase will be made through the BuyBoard Purchasing Cooperative, Contract #767-25, Quote #1502.

This purchase has been reviewed and is recommended by 720 Design, Inc. City Council approved a contract with 720 Design, Inc. to provide FF&E consulting for the new Main Library at Abilene Heritage Square by the adoption of Resolution No. 123-2023.

SPECIAL CONSIDERATIONS

Texas law permits municipalities to procure goods through state or local cooperative purchasing programs. BuyBoard is a cooperative purchasing program, and this purchase complies with competitive bidding requirements. My Unique Office is a BuyBoard approved vendor.

FUNDING/FISCAL IMPACT

$813,499.40 will be allocated from the Minor Improvement Fund, part of the $3 million in total funding approved by the City Council for furniture, fixtures, and equipment (FF&E) for the new Main Library at Abilene Heritage Square.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution AHS FF& E My Unique Office 8 28 2025
2. PROPOSAL #1502 8 18 2025
3. Presentation - My Unique Office 8 28 2025

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FOR THE NEW MAIN LIBRARY AT ABILENE HERITAGE SQUARE FROM MY UNIQUE OFFICE OF DALLAS, TEXAS THROUGH BUYBOARD COOPERATIVE PURCHASING CONTRACT #767-25, QUOTE #1502.

WHEREAS, the City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. by the adoption of Resolution No. 269-2019; and

WHEREAS, as consideration for donation of the Property to Abilene Heritage Square, Inc., Abilene Heritage Square, Inc. shall operate the Property as a public library, museum and exhibition space, meeting space, classrooms and outdoor space; and

WHEREAS, the City Council authorized the City Manager to execute a lease agreement between the City of Abilene and Abilene Heritage Square, Inc. for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019 and Resolution No. 126-2025; and

WHEREAS, the City Council approved the allocation of $3,000,000 from the Minor Improvement Fund for furniture, fixtures, and equipment (FF&E) to furnish the new Main Library at Abilene Heritage Square; and

WHEREAS, the City Council approved a contract with 720 Design, Inc. to provide FF&E consulting for the new Main Library at Abilene Heritage Square by the adoption of Resolution No. 123-2023; and

WHEREAS, this purchase has been reviewed and is recommended for approval by 720 Design, Inc.; and

WHEREAS, the City of Abilene received pricing for Main Library FF&E from My Unique Office through BuyBoard Cooperative Purchasing Contract #767-25, Quote #1502; and

WHEREAS, My Unique Office is a BuyBoard approved vendor.

WHEREAS, the total purchase price is $813,499.40.

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 My Unique Office of Dallas, Texas in the amount of $813,499.40 for FF&E for the Main Library at Abilene Heritage Square through BuyBoard Purchasing Cooperative Contract #767-25, quote #1502.

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

ADOPTED on the 28th day of August, 2025.

ATTEST:

_____

Shawna Atkinson, City Secretary

_____

Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

My Unique Office
5600 W Lovers Ln Suite 116 PO 393
Dallas, TX, 75209
214-802-8832
monty@myuniqueoffice.com
www.myuniqueoffice.com

Payment Terms:
- 50% Deposit
- 40% prior to shipment of product
- 10% net 30 days

Estimate

ADDRESS
Abilene Public Library
Abilene Heritage Square Project
Phases C and D
202 Cedar St,
Abilene TX 79601

ESTIMATE # 1502
DATE 08/18/2025
BuyBoard # 767-25

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILE 66"H LIGHTED SHELVING 9-1/2" SHELVES			
H230096-19	SD1066ML 3 section Nova shelving DF range 3 sections on casters Canopy tops and adjustable shelves with integrated Led lighting Dimensions: 2800x600x1624mm - 110.23"W x 23.62"D x 63.93"H Sections 35.43" wide. 59.05"H + height of casters All steel Tube upright with one slat Sloping base shelves End panel façade with clear acrylic signage (20) Book supports Each section with: (8) Adjustable shelves 9 1/2"D - four per face. (10) Sliding book dividers - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	6	9,693.00	58,158.00
H230096-20	SD1066ML 2 section	5	6,502.00	32,510.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Nova shelving DF range 2 sections on casters Canopy tops and adjustable shelves with integrated Led lighting Dimensions: 1900x600x1624mm - 74.80"W x 23.62"D x 63.93"H Sections 35.43" wide 59.05"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (10) Book supports Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd			
	MOBILE 66"H SHELVING 9-1/2"D SHELVES			
H230096-21	SD1066M 4 section Nova shelving DF range 4 sections on casters Dimensions: 3700x600x1624mm - 145.67"W x 23.62"D x 63.93"H Sections 35.43" wide 59.05"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (30) Book supports Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	10	5,290.00	52,900.00
H230096-21-3	SD1066M 3 section Nova shelving DF range 3 sections on casters Dimensions: 2800x600x1624mm - 110.24"W x 23.62"D x 63.93"H Sections 35.43" wide	19	4,163.00	79,097.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	59.05"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (20) Book supports Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd			
H230096-21-2	SD1066M 2 section Nova shelving DF range 2 sections on casters Dimensions: 1900x6100x624mm - 74.80"W x 23.62"D x 63.93"H Sections 35.43" wide 59.05"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (10) Book supports Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	16	3,079.00	49,264.00
H230096-21-1	SD1066M 1 section Nova shelving DF range 1 section on casters Dimensions: 1000x600x1624mm - 39.37"W x 23.62"D x 63.93"H Section 35.43" wide 59.05"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage With: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face	5	1,907.00	9,535.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(2) Sloping base shelves (1) Cross bar Finishes: tbd			
	STATIONARY 66""H SHELVING 9-1/2"D SHELVES			
H230096-23	SD1066 6 section Nova shelving DF range 6 sections Dimensions: 5500x600x1500mm - 216.54"W x 23.62"D x 59.05"H Sections 35.43" wide All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (50) Book supports Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	11	6,962.00	76,582.00
H230096-21-5	SD1066 5 sections Nova shelving DF range 5 sections Dimensions: 5500x600x1500mm - 216.54"W x 23.62"D x 59.05"H + height of casters Sections 35.43" wide All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (50) Book supports 6 Pair of Casters, 1 locking 1 not locking Each section with: (8) Adjustable shelves 9 1/2"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	5	5,992.00	29,960.00
	STATIONARY 66""H SHELVING 12"D SHELVES			
H230096-29	SD1266 Nova shelving DF range 5 sections Dimensions: 4600x725x1500mm - 181.10"W x 28.54"D x 59.05"H Sections 35.43" wide	3	7,598.00	22,794.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (40) Book supports Each section with: (8) Adjustable shelves 12"D per face - four per face (10) Sliding book dividers per face - five per face (2) Sloping base shelves (1) Cross bar Finishes: tbd			
	MOBILE 48"H SHELVING 9-1/2"D SHELVES			
H230096-24-4	SD1048M Nova shelving DF range 4 sections on casters Dimensions: 3700x600x1224mm - 145.67"W x 23.62"D x 48.18"H Sections 35.43" wide 43.30"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (18) Book supports Each section with: (4) Adjustable shelves 9 1/2"D per face - two per face (6) Sliding book dividers per face - three per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	1	3,951.00	3,951.00
SD1048M	SD1048 Nova shelving DF range 3 sections on casters Dimensions: 2800x600x1324mm - 110.23"W x 23.62"D x 48.18"H Sections 35.43" wide. 47.24"H + height of casters All steel Sloping base shelves End panel façade with clear acrylic signage (12) Book supports Each section with: (4) Adjustable shelves 9 1/2"D per face-two per face (6) Sliding book dividers- 3 per face (2) Sloping base shelves 1 per face	5	3,342.00	16,710.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(1) Cross bar Finishes: tbd			
SD1048M 2 Sections	SD1048M Nova shelving DF range 2 sections on casters Dimensions: 1900x600x1224mm - 74.80"W x 23.62"D x 48.18"H Sections 35.43" wide 43.30"H + height of casters All steel Upright in tube with one slat Sloping base shelves End panel façade with clear acrylic signage (24) Book supports Each section with: (4) Adjustable shelves 9 1/2"D per face - two per face (6) Sliding book dividers - three per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	5	2,473.00	12,365.00
	MOBILE 48"H SHELVING 12"D SHELVES			
SD1248M-3 Divider	SD1248M Nova shelving DF range 3 sections on casters Dimensions: 2800x725x1224mm - 110.24"W x 28.54"D x 48"H + Casters Sections 35.43" wide All steel Upright in tube with one slat Flat base shelf with 3 dividers End panel façade with clear acrylic signage Each section with: (4) Adjustable shelves 12"D per face - two per face (6) Sliding Book Supports (1) Cross bar Finishes: tbd	16	3,948.00	63,168.00
	SINGLE FACED 90"H SHELVING 9-1/2"D SHELVES			
SS1090 no ep 4	SS1090 4 sections Nova single sided shelving 4 sections Dimensions:2800x325x2300mm-145.76"W x12.79"D x 90.55"H Steel ends and tops. Sloping base Sections 35.43" wide Each section with:	1	4,094.00	4,094.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(1) Single sided canopy top (1) Sloping base (6) Shelves 9-1/2" actual depth and (7) sliding book dividers per face (1) Cross bar Each Range with (2) End panels (21) Book stops Finish: tbd			
SS1090-1	SS1090-1 Nova single sided shelving 1 sections Dimensions:2800x325x2300mm- 39.43"W x12.79"D x 90.55"H Steel ends and tops. Sloping base Sections 35.43" wide Each section with: (1) Single sided canopy top (1) Sloping base (6) Shelves 9-1/2" actual depth and (7) sliding book dividers per face (1) Cross bar Each Range with (2) End panels Finish: tbd	3	3,370.00	10,110.00
SS1090-2	SS1090 2 sections Nova single sided shelving 2 sections Dimensions:2800x325x2300mm- 74.86"W x12.79"D x 90.55"H Steel ends and tops. Sloping base Sections 35..43" wide Each section with: (1) Single sided canopy top (1) Sloping base (6) Shelves 9-1/2" actual depth and (7) sliding book dividers per face (1) Cross bar Each Range with (2) End panels (7) Book stops Finish: tbd	3	2,212.00	6,636.00
	SINGLE FACED 66"H SHELVING 12"D SHELVES			
H230096-31	SS1266 H230096-13 Nova shelving SF range 8 sections Dimensions: 7299.96x385x1700mm - 287.4"W x 15.15"D x 66.92"H Sections 35.43" wide All steel Sloping base shelves	1	6,605.00	6,605.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	End panel façade with clear acrylic signage (45) Book supports Each section with: (4) Adjustable shelves 12"D (5) Sliding book dividers per face (2) Sloping base shelves (1) Cross bar Finishes: tbd			
SS1266	SS1266-5 H230096-13 Nova shelving SF range 5 sections Dimensions: 4600x385x1700mm - 181.10"W x 15.15"D x 66.92"H Sections 35.43" wide All steel Sloping base shelves End panel façade with clear acrylic signage (20) Book supports Each section with: (4) Adjustable shelves 12"D (5) Sliding book dividers per face (2) Sloping base shelves (1) Cross bar Finishes: tbd	1	4,489.40	4,489.40
	SINGLE FACED 66"H SHELVING 10"D SHELVES			
SS1066-1	SS1066- 1 section Nova single sided steel shelving 1 section Dimensions:1001.522x325x2300mm- 39.43"W x12.79"D x 66"H Steel ends and tops. Sloping base Sections 35.43" wide Each section with: (1) Single sided steel canopy top (1) Sloping steel base (4) Steel Shelves 9-1/2" actual depth and (5) sliding book dividers per face (1) Cross Bar Each Range with (2) Steel End panels Finish: tbd	1	1,139.00	1,139.00
	DOUBLE FACED 66"H SHELVING 12" D SHELVES			
				SHELVING: 540,067.40
H250156-02	STC02 Rectangular reading cubby on casters. Dimensions: 1200x600x1624mm -	2	4,320.00	8,640.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	47.24" x 23.62"D x 63.93"H Finishes: Lamiante: Wilsonart Fushion Maple #7909 Fabric: DesignTex Leap #3600 Color Lily Pad 502			
H250156-01	STC01 Round reading cubby on casters Dimensions: 1200x925x1234mm - 47.24"W x 34.64"D x 48.58"H Finishes: Laminate: Wilsonart Fushion Maple #7909 Fabric: DesignTex Leap #3600 Color: Amber 201	3	5,987.00	17,961.00
				NICHES: 26,601.00
H250156-03	PAC01, PAC01A, PAC01B OPAC Station Freestanding PAC with hinged door and toe kick Includes (3) height adjustable shelves. Horizontal slits on the sides and back for ventilation. One grommet in the top Access base for wires to exit. Dimensions: 585x585x990mm - 23.03"W x 23.03"D x 34"H Finishes: Steel For Grommet: Gris 300 Work surface for all - Durasein Luna #DM5014 PAC01 QTY 3: Laminate: Arborite Architectural Maple #1538 Finish EV PAC01A QTY 2: Laminate: Arborite Natural Artisan Walnut #W2001 AW QTY 1: PAC01B Laminate: Wilsonart Amber Cherry #7919K-78	6	2,551.00	15,306.00
H250156-05	PAC02 OPAC Station Freestanding PAC with hinged door and toe kick Includes (2) height adjustable shelves. Horizontal slits on the sides and back for ventilation. One grommet in the top Access base for wires to exit. Dimensions: 585x585x815mm -	4	2,410.00	9,640.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	23.03"W x 23.03"D x 29.75"H Finishes: Steel - tbd Work surface - Durasein Luna #DM5014 Laminate: Wilsonart Fushion Maple 7909			
				OPACS: 24,946.00
	1st Floor Service Desk			
H250156-12	SDW01 - CURVED DESK WITH TWO HEIGHT ADJUSTABLE WORKSTATIONS Service desk Steel toe-kick Wood end panels (2) curved height adjustable workstations with steel façade and wood end panels. Steel toe-kick. solid surface worksurface with one grommet. Height adjustable panel in perforated steel (2) Acrylic screens (2) Arpa mobile BBF pedestals with Seat pad (1) Straight station in wood. Wood façade. Steel toe-kick. (1) wood cabinet with hinged doors. Interior with one adjustable shelf. Solid surface worksurfaces. Include Byrne Dean Undermount Power with 2 outlets Qty 4 Finishes: Steel -tbd Worksurface - Durasein Luna #DM5014 Lamiante: Wilsonart Fushion Maple #7909 Screen - Acrylic perspex frost S2000	1	38,956.00	38,956.00
H250156-13	SDW01 - CURVED MOBILE WOOD BOOKCASE Concealed casters Steel toe-kick (2) Shelves (2) Cabinet doors Finishes: Steel -tbd Laminate: Wilsonart Fushion Maple 7909 Worksurface - Durasein Luna #DM5014	1	6,962.00	6,962.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
H250156-14	H250156-14 SDW01 - CURVED DESK UNDER STAIRS Steel toe-kick Wood end panels Steel façade Solid surface worksurface with one grommet. (2) Acrylic screens (2) Arpa mobile BBF pedestals with Seat pad Finishes: Steel -tbd Wood - Wilsonart Fushion Maple 7909 Worksurface - Durasein Luna #DM5014 Screen - Acrylic perspex frost S2000 Fabric: TBD	1	17,832.00	17,832.00
				1st floor desk: 63,750.00
H240100 – 01	SDW02 Single Person Kiosk desk on casters Electrical height adjustable (760mm – 9900mm) Steel exterior Interior end panels in steel Horizontal wire management Solid surface table top with one steel grommet diam, 80mm. Pencil Drawer Overall dimensions 47"W X 27.5"D X 29.92" - 38.9"H Finishes: Worktop: Durasein Luna #DM5014 Outside panels steel TBD	1	8,240.00	8,240.00
H250156-08	SDW03 DESK Service desk Comprised by one straight workstation and one curved return Dimensions: 3048x1880x740mm - 120"W x 74.02"D x 29.13"H Waterfall end panels Durasein Luna 12mm thickness with 40mm façade. Base of the desk laminate with 25mm mdf core. Laminate Toe kick and laminate façade Straight worksurface with one grommet Horizontal wire management (1) Vertical CPU holder	1	16,797.00	16,797.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(1) Arpa Mobile pedestals B/B/F drawers. (1) Acrylic screen (1) Byrne Dean Undermount Power with 2 outlets Finishes:~ Steel - Gris Laminate - Wilsonart Fushion Maple 7909 Worksurface and end panels - Durasein Luna #DM5014 Screen - Acrylic perspex frost S2030 polar white			
H250156-09	SDW04 DESK Service desk Height Adjustable Comprised by one height adjustable straight workstation and one curved return Dimensions: 2185x1200x865mm - 86.02"W x 47.24"D x 34.06"H Waterfall end panels Durasein Luna 12mm thickness with 40mm façade. Base of the desk laminate with 25mm mdf core. Laminate Toe kick and laminate façade Straight worksurface with one grommet, height adjustable Horizontal wire management (1) Vertical CPU holder (1) Arpa Mobile pedestals B/B/F drawers. (1) Acrylic screen (1) Byrne Dean Undermount with 2 outlets Finishes: Steel - Gris #300 Laminate - Wilsonart Amber Cherry #7919K-78 Worksurface and end panels - Durasein Luna #DM5014 Screen - Acrylic perspex frost S2030 polar white	1	18,223.00	18,223.00
				2nd and 3rd floor desks: 43,260.00
H250156-06	SDW05 Self-check desk Dimensions: 915x610x815mm - 36.02"W x 24.01"D x 32.08"H Self-check table with watterfall sides. Removable inside end panels.	3	5,234.00	15,702.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Opening at the bottom of end panel for wires to exit. (1) Grommet Finishes: Interior - Wilsonart Fushion Maple #7909 Exterior - Durasein Luna #DM5015			
				Self Checks: 15,702.00
H250150-01	DC01 Display case with (2) glass shelves and locking front. Led Strip lighting Top: extra clear tempered glass 10mm thickness doors and shelves: extra clear tempered glass 6mm thickness. Two glass adjustable shelves No Casters Dimensions: 1220x457x965mm - 48.03"W x 18"D x 38"H Finishes: glass - Extra clear tempered glass Laminate: Wilsonart Amber Cherry #7919K-78	2	4,297.00	8,594.00
H250150-02	DC02 Display case - Vitrine Laminate base 35.62"H Acrylic case on top 18"H with locks on two sides Dimensions 760x760x1372mm - 29.92"W x 29.92"D x 54.02"H Laminate: Wilsonart Amber Cherry #7919K-78	2	2,859.00	5,718.00
H250156-07	DC03; DC03-A Eliptical tiered book display table with (3) shelves Hidden casters Bottom shelf: approximately 18"AFF Bottom shelf and first shelf: 13" First shelf and second shelf: 13" Knife edgeband Dimensions: 1500x1050x1143mm - 59.05"W x 41.33"D x 45"H Finish: (2) Wilsonart Fushion Maple $7909 (1) Amber Cherry 7919K-78	3	3,868.00	11,604.00
				Display: 25,916.00
Shipping	Shipping Product as quoted above	3	6,950.00	20,850.00
Installation	Installation hours	1,941	27.00	52,407.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
deposit	deposit 50% to initiate order, 40%prior to ship, 10% Net 30 days	1	0.00	0.00

TOTAL **$813,499.40**

Accepted By

Accepted Date

Resolution: Purchase of FF&E (furniture, fixtures, and equipment) for the new Main Library at Abilene Heritage Square from My Unique Office

CITY OF ABILENE TEXAS

Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from My Unique Office

- This purchase is for FF&E (furniture, fixtures, and equipment) for the new Main Library at Abilene Heritage Square

- Quote includes mobile and stationary shelving for the Main Library collection, public service desks, computer stands, self-checkout tables, and display units.

CITY OF ABILENE TEXAS

Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from My Unique Office

- Vendor: My Unique Office of Dallas, Texas.

- Purchase will be made through the BuyBoard Purchasing Cooperative, Contract #767-25, Quote #1502.

CITY OF ABILENE TEXAS

Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from My Unique Office

- Total cost: $813,499.40

- Funding Source: Minor Improvement Fund, part of the $3 million in total funding approved by the City Council for FF&E for the new Main Library at Abilene Heritage Square.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Annette Lerma, Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Contract with Tyler Technologies for Implementation of Software Platform, Tyler Eagle, to Administer Birth and Death Records *(Annette Lerma)***

GENERAL INFORMATION

Seeking approval to enter into a contract with Tyler Technologies for the implementation of a software platform, Tyler Eagle, to facilitate the management and distribution of birth and death records for all events occurring within the city limits of Abilene and precinct one of Taylor County.

SPECIAL CONSIDERATIONS

After consultation with city IT and city leadership, it is no longer an option to continue with our current vendor, Kofile who was bought out by GovOS. The platform is cloud-based but they have not been able to connect to our new servers after months of trying to re-establish connectivity. They have currently issued what they call "tokens" that put an icon on two of our devices for staff to log into their portal to gain access to the system. These expire after three months.

FUNDING/FISCAL IMPACT

The initial implementation fee of $42,200 and the first year's subscription of $16,676 will be paid out of MIP and the subsequent years' annual subscription will be budgeted in the tech fund. The invoice received from our current vendor, GovOS, for the upcoming year was for $15,970.32 and the first year's subscription for Tyler Eagle will be $16,676 for an increase in annual cost of $705.68 for Tyler Eagle.

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

The Health Advisory Board was not consulted as there has been no convening since this issue came up.

ATTACHMENTS:

1. 2025 Resolution-Tyler Eagle
2. Abilene TX Tyler Records Mgmt SaaS Agreement 070925
3. City Council Presentation_Tyler Eagle_July 2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE A CONTRACT FOR TYLER TECHNOLOGIES TO PROVIDE THE PLATFORM TYLER EAGLE FOR VITAL RECORDS.

WHEREAS, the City of Abilene, Texas records all birth and death events occurring within the city limits of Abilene, Texas and Precinct 1 of Taylor County; and

WHEREAS, the City of Abilene, Texas and Taylor County, Texas, have authorized the Abilene-Taylor County Public Health District to administer this service to residents; and

WHEREAS, the Abilene-Taylor County Public Health District provides certified copies of vital records for those events upon request, and

WHEREAS, the Abilene-Taylor County Public Health District is currently using an electronic system, Kofile/GovOS that can no longer connect to city servers after the recent cyber-attack, and

WHEREAS, the City of Abilene has entered into an agreement with Tyler Technologies, Inc. to employ the use of various electronic systems to facilitate the work of multiple city departments to allow interconnectedness of workflows; and

WHEREAS, Tyler Technologies, Inc. has an electronic system designed for Vital Record Management, a public portal as well as various reports helpful in tracking cause of death and other statistical information to inform public health of causes of death; and

WHEREAS, the City of Abilene wishes to continue to expand interconnectedness between Tyler Technologies, Inc electronic system; and

WHEREAS, Tyler Technologies, Inc. has provided a Sourcewell-compliant quote to add the Tyler Eagle software to the City of Abilene's current Tyler Technologies, Inc. contract.

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

PART 1. That the Abilene-Taylor County Public Health District is authorized to amend the City of Abilene's current Tyler Technologies, Inc. agreement to add the Tyler Eagle software.

PART 2. That the Abilene-Taylor County Public Health District along with the City of Abilene Information Technology Department, will facilitate the transfer of data from the current Kofile/GovOS software to the new Tyler Eagle software to maintain historical data related to birth and death events.

PART 3. That the funding to pay for the Tyler Eagle software will be taken from the Minor Improvement Fund for the first year of the contract and budgeted in the City of Abilene's Information Technology budget for subsequent years.

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PART 4. That this Resolution shall be effective immediately upon adoption.

ADOPTED this 28th day of August, 2025.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

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

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

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

SECTION A – DEFINITIONS

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

Product.

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

- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

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

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

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

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

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

6. SaaS Services.

6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services

are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

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

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

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

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

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

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

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

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

business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

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

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

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

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

SECTION E – TERM AND TERMINATION

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

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.

2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
   1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
      1.3.1. procure the right to continue its use;
      1.3.2. modify it to make it non-infringing; or
      1.3.3. replace it with a functional equivalent.

      We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
   1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

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

negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

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

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

SECTION G – GENERAL TERMS AND CONDITIONS

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

any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

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

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

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

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

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

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

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

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

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

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

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

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

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

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

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

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

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

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

procurement.

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

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Statement of Work

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

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

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

City of Abilene

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Abilene
850 N 6th St.
Abilene, TX 79601
Attention: _____

Exhibit A
Investment Summary

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

[*Sales quotation to be inserted prior to Agreement execution*.]

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Quoted By:	Jon Phillips
Quote Expiration:	11/30/25
Quote Name:	City of Abilene Public Health

Sales Quotation For:
Annette Lerma
City of Abilene
555 Walnut St
Abilene, TX 79604-0060
Phone: +1 (325) 676-6405

Shipping Address:
City of Abilene
850 N 6th Street
Abilene, TX 79601

Tyler Software

Description	# of Years	Annual Fee
Records Management		
Software		
Clerk Base		
Full Seat License [2]		
Records Public Access		
Sub-Total		*$ 18,529*
Less Discount		*$ 1,853*
TOTAL	**3**	**$ 16,676**

Transaction Fees

Description	Transaction Fees
Vitals Access - transaction per unique record request	$ 4

Professional Services

Description	Extended Price	Maintenance
Records Management		
Vitals Access Service		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		

UAT/Conversion Review
Implementation
Training
Go Live
Records Public Access Package

	Total Hours	*229*	
	TOTAL	**$ 42,200**	**$ 0**

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	On-line	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise Records Management Payments									
Records Public Access		3.50%	$ 1.50					X	
Vitals Access		3.50%						X	
Payments - Other Fees									
Credit Card Chargebacks	$ 15.00								

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

	Year 1	Year 2	Year 3
Total Recurring Annual Fees	$ 18,529.00	$ 19,455.00	$ 20,428.00
Client Discount	$ 1,853.00	$ 0.00	$ 0.00
Total	$ 16,676.00	$ 19,455.00	$ 20,428.00

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 16,676
Total Tyler Services	$ 42,200	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 42,200**	**$ 16,676**
Contract Total	**$ 98,759**	

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Per *Tyler's Contract with Sourcewell*, this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware.

Exhibit B
Invoicing and Payment Terms

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

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

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

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

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

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

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

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

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

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

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

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

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

Exhibit D
Third-Party Terms

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

DebtBook. Your use of DebtBook software and services is subject to the terms found here: DebtBook End User License Agreement | Tyler Technologies. By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E
Statement of Work

[Statement of Work to be inserted prior to Agreement execution.]

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Abilene-Taylor County Public Health Department Vital Statistics

SOW from Tyler Technologies, Inc.

6/27/2025

Presented to:
Annette Lerma
850 N 6th
Abilene, Texas 79601

Contact:
Jon Phillips
Email: Jon.Phillips@TylerTech.com
1627 Cole Blvd #300, Lakewood, CO 80401

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Vital Statistics Office (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Streamline business processes through automation, integration, and workflows
- Eliminate redundant data entry

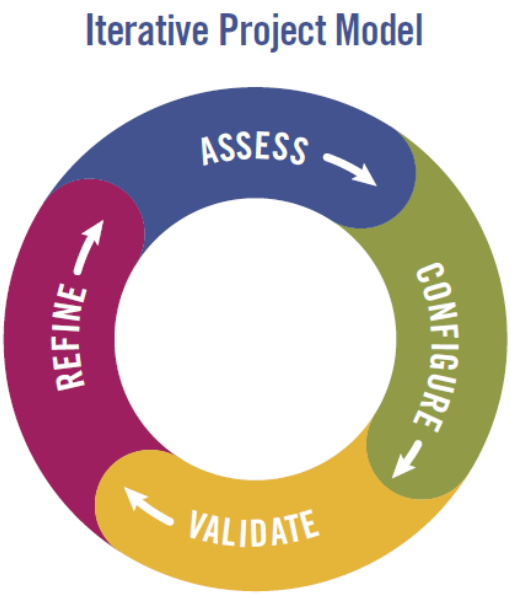
1.3 Methodology

This is accomplished by the Vital Statistics Office and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Vital Statistics Office's complexity and organizational needs.

The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Vital Statistics Office and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Vital Statistics Office and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Vital Statistics Office's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

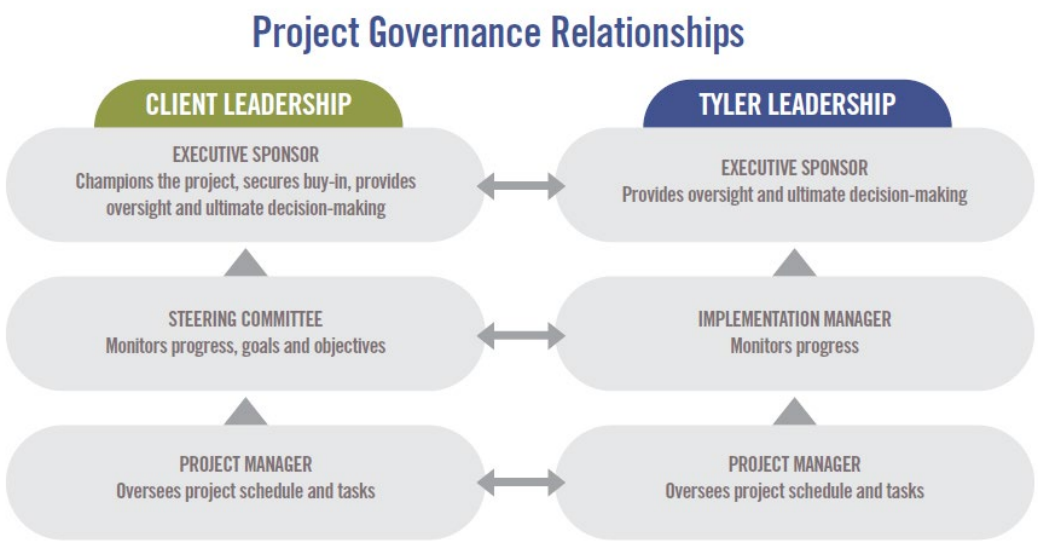
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

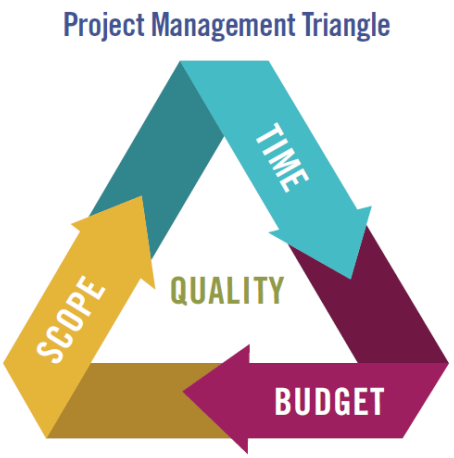
The chart below illustrates an overall team perspective where Tyler and the Vital Statistics Office collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Vital Statistics Office Steering Committee become the escalation points to triage responses prior to escalation to the Vital Statistics Office and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Vital Statistics Office and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Vital Statistics Office; for example, the Vital Statistics Office may decide it no

longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Vital Statistics Office, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Vital Statistics Office will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Vital Statistics Office). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Vital Statistics Office office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Vital Statistics Office will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Vital Statistics Office feedback and approval on Project deliverables will be critical to the success of the Project. The Vital Statistics Office project manager will strive to gain deliverable and decision approvals from all authorized Vital Statistics Office representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Vital Statistics Office department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Vital Statistics Office shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Vital Statistics Office does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Vital Statistics Office does not agree the Deliverable or Control Point meets requirements, the Vital Statistics Office shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Vital Statistics Office shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Vital Statistics Office does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Vital Statistics Office and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Vital Statistics Office, but are roles defined within the Project. It is common for individual resources on both the Tyler and Vital Statistics Office project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Vital Statistics Office 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Vital Statistics Office 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Vital Statistics Office management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Vital Statistics Office, the Tyler Project Manager provides regular updates to the Vital Statistics Office Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Vital Statistics Office project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Vital Statistics Office project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Vital Statistics Office and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Vital Statistics Office any items that may impact the outcomes of the Project.
- Collaborates with the Vital Statistics Office 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Vital Statistics Office 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Vital Statistics Office and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Vital Statistics Office through software validation process following configuration.
- Assists during Go-Live process and provides support until the Vital Statistics Office transitions to Client Services.
- Facilitates training sessions and discussions with the Vital Statistics Office and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Vital Statistics Office Roles & Responsibilities

Vital Statistics Office resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Vital Statistics Office Executive Sponsor

The Vital Statistics Office executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Vital Statistics Office steering committee, project manager(s), and functional leads to make critical business decisions for the Vital Statistics Office.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Vital Statistics Office Steering Committee

The Vital Statistics Office steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Vital Statistics Office project manager and Project through participation in regular internal meetings. The Vital Statistics Office steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Vital Statistics Office steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Vital Statistics Office Policies
    - Needs of other client projects

5.2.3 Vital Statistics Office Project Manager

The Vital Statistics Office shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Vital Statistics Office Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Vital Statistics Office project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Vital Statistics Office project manager(s) are responsible for reporting to the Vital Statistics Office steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Vital Statistics Office project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Vital Statistics Office and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Vital Statistics Office staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Vital Statistics Office resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Vital Statistics Office technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Vital Statistics Office Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Vital Statistics Office project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Vital Statistics Office resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Vital Statistics Office Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Vital Statistics Office business processes and requirements.

- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Vital Statistics Office staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Vital Statistics Office End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Vital Statistics Office Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Vital Statistics Office third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Vital Statistics Office's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Vital Statistics Office Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Vital Statistics Office's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Vital Statistics Office and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Vital Statistics Office Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Vital Statistics Office.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Vital Statistics Office with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Vital Statistics Office gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Vital Statistics Office's team. During this step, Tyler will work with the Vital Statistics Office to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Vital Statistics Office project team.

STAGE 1	Initial Coordination																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Vital Statistics Office project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Vital Statistics Office		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I					

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Vital Statistics Office to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Vital Statistics Office Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Vital Statistics Office's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Vital Statistics Office Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Vital Statistics Office with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Vital Statistics Office

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Vital Statistics Office provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Vital Statistics Office has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Vital Statistics Office is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Vital Statistics Office's infrastructure meets Tyler's application requirements.
- Ensure the Vital Statistics Office's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Vital Statistics Office

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Vital Statistics Office Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Vital Statistics Office team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				

Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Vital Statistics Office
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Vital Statistics Office business processes. This information will be used to identify and define business processes utilized with Tyler software. The Vital Statistics Office collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Vital Statistics Office team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Vital Statistics Office team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Vital Statistics Office for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Vital Statistics Office and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Vital Statistics Office will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Vital Statistics Office's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Vital Statistics Office current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Vital Statistics Office attendees possess sufficient knowledge and authority to make future state decisions.
- The Vital Statistics Office is responsible for any documentation of current state business processes.
- The Vital Statistics Office can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to

better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Vital Statistics Office Source data
	Vital Statistics Office Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Vital Statistics Office Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Vital Statistics Office representatives to identify business rules before writing the conversion.
- Vital Statistics Office subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Vital Statistics Office against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Vital Statistics Office can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*															
	Tyler								Vital Statistics Office							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for			A				R				I						C

Included Environments																	
Install Licensed Software on Vital Statistics Office Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Vital Statistics Office Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Vital Statistics Office will provide network access for Tyler modules, printers, and Internet access to all applicable Vital Statistics Office and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Vital Statistics Office to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Vital Statistics Office collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Vital Statistics Office Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Vital Statistics Office

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Vital Statistics Office configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Vital Statistics Office is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Vital Statistics Office users on how to execute processes in the system to prepare them for the validation of the software. The Vital Statistics Office collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Vital Statistics Office understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Vital Statistics Office Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Vital Statistics Office-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Vital Statistics Office-specific process documentation (completed by Vital Statistics Office)	

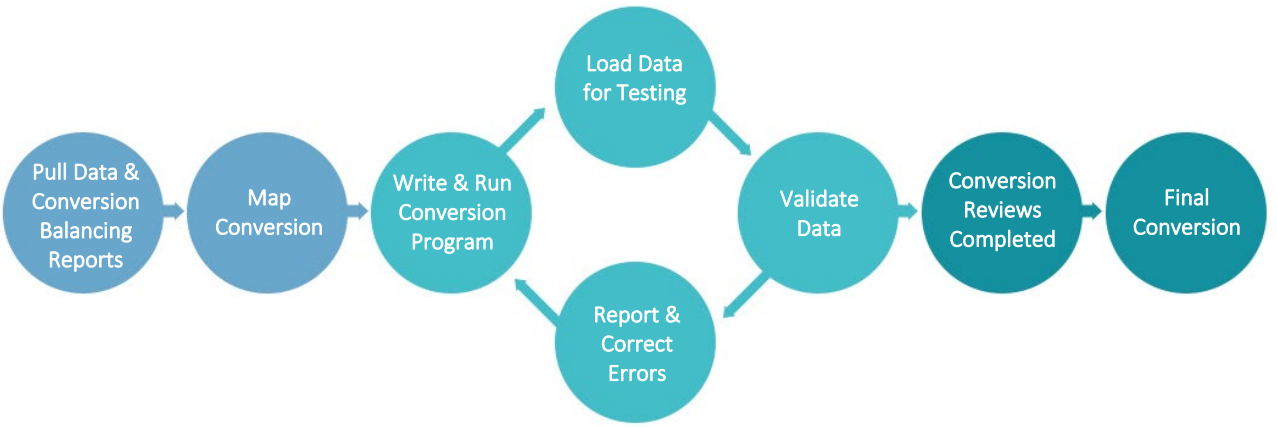
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Vital Statistics Office's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Vital Statistics Office will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Vital Statistics Office to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			

Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Vital Statistics Office will provide a single file layout per source system as identified in the investment summary.
- The Vital Statistics Office subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Vital Statistics Office project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Vital Statistics Office team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Vital Statistics Office to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Vital Statistics Office verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Vital Statistics Office organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Vital Statistics Office updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Vital Statistics Office will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Vital Statistics Office has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Vital Statistics Office will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Vital Statistics Office

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Vital Statistics Office specific business process documentation. Vital Statistics Office-led training labs using Vital Statistics Office specific business process documentation if created by the Vital Statistics Office can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Vital Statistics Office is prepared for on-going training and support of the application.

STAGE 4	End User Training															
	Tyler								Vital Statistics Office							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Vital Statistics Office-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Vital Statistics Office signoff that training was delivered

Work package assumptions:

- The Vital Statistics Office project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Vital Statistics Office as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Vital Statistics Office departments.
- The Vital Statistics Office will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Vital Statistics Office will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Vital Statistics Office to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Vital Statistics Office and Tyler will complete work assigned to prepare for Go-Live.

The Vital Statistics Office provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Vital Statistics Office manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Vital Statistics Office during Go-Live activities. The Vital Statistics Office transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Vital Statistics Office data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Vital Statistics Office confirms data is available in production environment

Work package assumptions:

- The Vital Statistics Office will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Vital Statistics Office business processes required for Go-Live are fully documented and tested.

- The Vital Statistics Office Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Vital Statistics Office Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Vital Statistics Office onto the Tyler Client Services team, who provides the Vital Statistics Office with assistance following Go-Live, officially transitioning the Vital Statistics Office to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Vital Statistics Office teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Vital Statistics Office to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Vital Statistics Office transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Vital Statistics Office for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Vital Statistics Office teams that activities within this phase are complete.

STAGE 6	Phase Close Out															
	Tyler								Vital Statistics Office							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Vital Statistics Office
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Vital Statistics Office may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Vital Statistics Office teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Vital Statistics Office								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Vital Statistics Office and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Vital Statistics Office acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Vital Statistics Office will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Vital Statistics Office Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Vital Statistics Office project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.

- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Vital Statistics Office is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Vital Statistics Office to make process changes.
- The Vital Statistics Office is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Vital Statistics Office is responsible for managing Organizational Change. Impacted Vital Statistics Office resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Vital Statistics Office resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Vital Statistics Office resources will participate in scheduled activities as assigned in the Project Schedule.
- The Vital Statistics Office team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Vital Statistics Office will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Vital Statistics Office will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Vital Statistics Office makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Vital Statistics Office will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Vital Statistics Office will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Vital Statistics Office is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.

- Tyler will work closely with the Vital Statistics Office representatives to identify business rules before writing the conversion. The Vital Statistics Office must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Vital Statistics Office will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Vital Statistics Office Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Vital Statistics Office is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Vital Statistics Office will provide dedicated space for Tyler staff to work with Vital Statistics Office resources for both on-site and remote sessions. If Phases overlap, Vital Statistics Office will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Vital Statistics Office will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Records Conversion Specification

The proposed conversion includes converting data from a single database dump file into the Records Management application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Records Management. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
  - Microsoft SQL Server ®
  - Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
  - Pipe delimited
  - Tab delimited
  - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up

- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Records Management. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Records Management. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Records Management database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes

Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name
Recording Date	Parent1 Name
Book/Volume/Page or Book/Page	Parent2 Name
Gender	Death Date
Deceased	Amendment Date
Amendment	Amendment Comment
Notes	Place of Birth
Notes Internal	Related Data
Birth Date	Do Not Issue
Number of Pages	

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)

Return To	Discharge Date

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number

Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

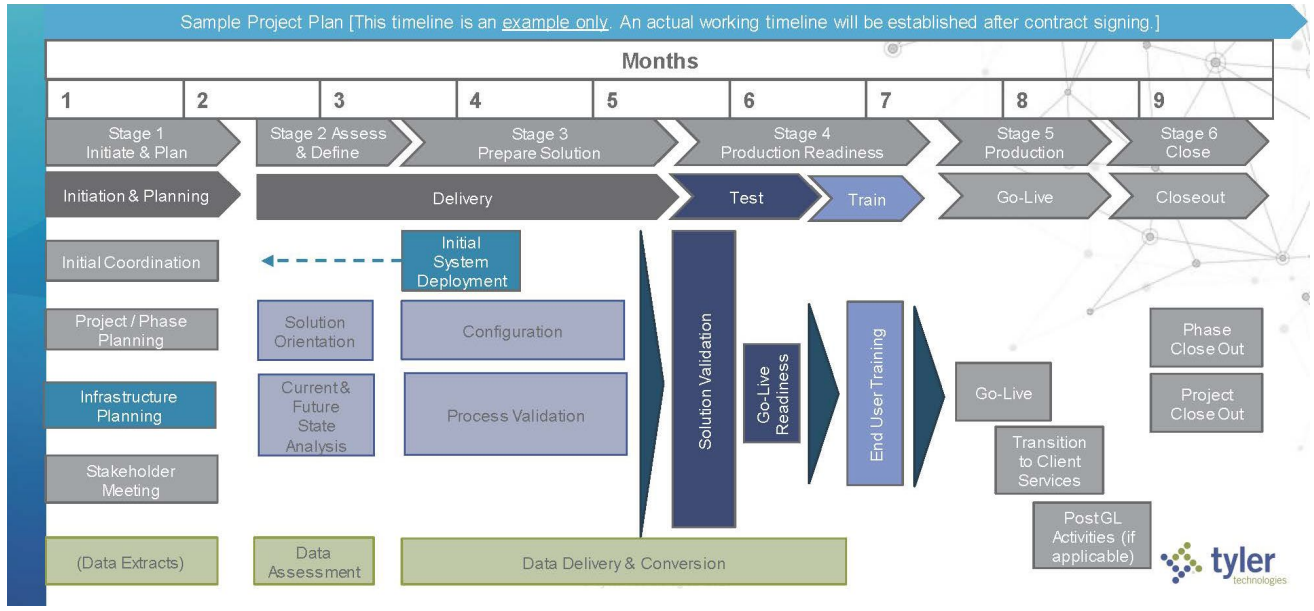
Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	

10. Additional Appendices

10.1 This work package is not applicable.

11. Project Timeline

11.1 Sample Enterprise Records Management Timeline



Tyler Eagle

CITY OF ABILENE TEXAS

Vital Records

- ATCPHD currently uses Kofile/GovOS for managing and providing birth and death records
- After working with vendor's IT and city IT for weeks, could not re-establish cloud connection with full functionality
- Currently using a patch that expires in three months
- Current system requires a third party vendor to provide the public portal for the public to request vital records

CITY OF ABILENE TEXAS

Tyler Eagle

- Cloud-based software that will provide a reliable environment due to increased security, automated backups, and server redundancy
- Provides the public portal within the same platform (eliminates current third-party vendor)
- Processes payments directly through the Tyler payments portion of the city's accounting system
- Increased ability to track birth and death data and pull reports

CITY OF ABILENE TEXAS

Cost Breakdown

- Cost during year 1 to be paid using Minor Improvement Fund:
  - Implementation: $42,200
  - Year 1 subscription: $16,676
  - Travel (optional): $2,000
  - Total cost for year 1: $60,876
- Cost during year 2 & 3 to be paid by the Tech Fund:
  - Annual subscription fee: $19,455 (yr 2), $20,428 (yr 3)
- Total estimated cost of the 3-year contract:
  - $100,759

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Pamela Williams, Director**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Adopt the 2025 Title VI/Nondiscrimination Plan and Authorizing the City Manager to Execute All Documents Related to Said Adoption *(Pamela Williams)***

GENERAL INFORMATION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs receiving federal funding. To comply with this requirement, the City of Abilene has developed a Title VI Plan outlining how the City will ensure equitable access to its services and programs.The plan includes a public notice of rights, a complaint process, and strategies for engaging Limited English Proficient (LEP) individuals. Adoption of the plan is required to maintain eligibility for federal funds and demonstrates the City's commitment to fair and inclusive service delivery.

SPECIAL CONSIDERATIONS

Adoption of the Title VI Plan is a federal compliance requirement and is particularly important for departments that receive or intend to apply for federal funding. The plan will be reviewed and updated to reflect changes in programs, population demographics, or federal guidance.

FUNDING/FISCAL IMPACT

There is no cost associated with adopting the 2025 Title VI/Nondiscrimination Plan.

STAFF RECOMMENDATION

Staff recommends adopting the Title VI/Nondiscrimination Plan.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Title VI Plan Resolution
2. Final Title VI-City Council Presentation
3. FINAL DRAFT Title VI Plan (2)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE 2025 TITLE VI/NONDISCRIMINATION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID ADOPTION.

WHEREAS, recipients of Federal financial assistance are required to comply with various non-discrimination laws and regulations; and

WHEREAS, the City of Abilene's Title VI/Nondiscrimination Plan has been prepared in accordance with Federal rules under 49 CFR Part 21, 23 CFR Part 200, and 28 CFR Part 50.3; and

WHEREAS, upon adoption of the Plan, it must be updated every three years should the City receive Federal Transportation Administration funding; and

WHEREAS, the City of Abilene City Council wishes to authorize the City Manager to execute all documents relating to said Plan;

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

PART 1: The City of Abilene City Council hereby approves the 2025 Title VI/Nondiscrimination Plan.

PART 2: The City Manager is authorized to execute all documents related to said plan as set forth above.

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

ADOPTED this 28th day of August, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Title VI/Nondiscrimination Plan

August 28, 2025

CITY OF ABILENE TEXAS

Why are We Doing This?

Compliance Breakdown

- Federal Funding Legal Requirement
- The City Receives Federal Financial Assistance
- Title VI ensures non-discrimination in public programs and services
- Compliance is enforced through state and federal oversight

CITY OF ABILENE TEXAS

Delegated Oversight Authority

TxDOT Compliance, Reporting and Enforcement

- Reviewing and Approving Subrecipient Plans
- Conducting Compliance Reviews
- Collecting Data and Preparing Reports for FHWA
- Taking Corrective Action if Noncompliance is Found

CITY OF ABILENE TEXAS

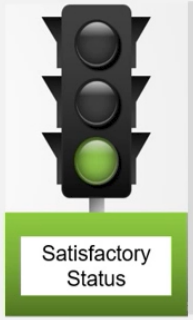
What is Title VI?

Understanding Title VI of the Civil Rights Act of 1964

- Prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance
- Also incorporates protections under related nondiscrimination authorities (e.g., disability, age, sex)
- Requires proactive efforts to ensure equal access to services and benefits

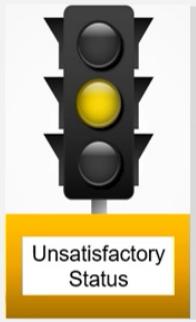
CITY OF ABILENE TEXAS

Compliance Status



Green Satisfactory Status

- Primary questions are answered appropriately
- Supporting documents are verified
- Other questions are answered appropriately



Yellow Unsatisfactory Status

- Primary questions are answered appropriately
- Supporting documents are verified
- Other questions are answered negatively

Red Unsatisfactory Status

- Survey incomplete
- Primary questions are answered negatively
- Supporting documents not provided

SCAT Survey

- Documents how subrecipients are meeting Civil Rights obligations
- Identifies areas where improvement, training, or corrective action is needed
- Ensure satisfaction with federal requirements for oversight/monitoring of Title VI

CITY OF ABILENE TEXAS

Key Components of the Plan

Strengthening Equity, Accessibility, and Compliance

- Ensure continued compliance with federal requirements
- Update demographic and service data to reflect community changes
- Strengthen procedures for complaints, data collection, public outreach, and Limited English Proficiency (LEP) access plan
- Reaffirm the City's commitment to equitable and inclusive public services focused on public engagement and outreach
- Statement of policy and commitment
- Complaint procedures and forms

CITY OF ABILENE TEXAS

Recommendation

Federal Compliance & Funding

- Required for continued eligibility for federal and state grants and contracts.
- Supports transparency and accountability in public service delivery.

Formally Adopt the 2025 Title VI/Nondiscrimination Plan

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

2025 Title VI/Nondiscrimination Plan

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Introduction

The City of Abilene was first established in 1881. The core purpose of the City of Abilene today is "We work together to build and maintain a community of the highest quality for present and future generations." The City of Abilene operates on the core values of Respect, Integrity, Service Above Self, and Excellence in All We Do. The City of Abilene works diligently to further the purpose in a fair and non-discriminatory way. As a recipient of federal financial assistance from the Federal Highway Administration (FHWA), City of Abilene is required to comply with Title VI of the Civil Rights Act of 1964, which provides:

No person in the United States, on the ground of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VI served as the model for subsequent nondiscrimination laws, including the Federal- Aid Highway Act of 1973 (gender), Section 504 of the Rehabilitation Act of 1973 (disability), and Age Discrimination Act of 1975 (age). City of Abilene's nondiscrimination policy statement includes these protected classes to ensure that no person will be subjected to any form of discrimination in our programs or activities (Attachment 1a).

The U.S. Department of Justice (DOJ), as the federal government's coordinating agency for Title VI, implemented its Title VI program in 28 Code of Federal Regulations (C.F.R.) Part 42 and issued guidance in two main documents: The Title VI Legal Manual and the Complaint Investigation Procedures Handbook.

Title VI authorizes and directs federal agencies to enact "rules, regulations, or orders of general applicability" to achieve the statute's objectives. The U.S. Department of Transportation (DOT) implemented its Title VI program in 49 C.F.R. Part 21. FHWA's implementing regulations can be found in 23 C.F.R. Part 200.

Discrimination under Title VI

As a City of Abilene employee, it is everyone's responsibility to prevent, minimize, and eradicate any form of discrimination. There are two types of discrimination prohibited under Title VI and its related statutes: (1) disparate treatment that alleges similarly situated persons are treated differently because of their race, color, or national origin (*i.e.*, intentional discrimination); and (2) disparate impact/effects when a facially neutral policy, procedure, or practice results in different or inferior services or benefits to members of a protected group. In disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

Prohibited forms of Discrimination include, but may not be limited to:

- The denial of services, financial aid, or other benefits provided under a program;
- Distinctions in the quality, quantity, or manner in which a benefit is provided;
- Segregation or separation of persons in any part of the program;
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others;
- Differing standards or requirements for participation.
- Methods of administration that directly or indirectly, or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination; (and/or)
- Discrimination in any activities or services related to a highway, infrastructure or facility built or repaired in whole or in part with federal funds.

City of Abilene's efforts to prevent such discrimination must address, but not be limited to, how a program or activity:

- Impacts the public;
- Provides accessibility;
- Provides equal access to benefits;
- Encourages participation;
- Provides services equitably;
- Initiates contracting and training opportunities;
- Investigates complaints;
- Allocates funding; and
- Prioritizes projects.

The City of Abilene as a municipality that may administer programs that receive federal

financial assistance must establish a Title VI compliance program for all subrecipients that obtain federal assistance through it.

Authorities

The authorities applicable to City of Abilene's Title VI/Nondiscrimination Program include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*)
- 23 CFR Part 200 (FHWA's Title VI/Nondiscrimination Regulation); 28 CFR Part 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and,
- Texas Administrative Code §9.4, Civil Rights – Title VI Compliance.

Policy Statement

The City of Abilene affirms compliance with Title VI of the Civil Rights Act of 1964 and related statutes, ensuring that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any departments, programs, or activities.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Policy

It is the policy of the City of Abilene to ensure compliance with Title VI and related statutes and regulations in all programs and activities. The City of Abilene will not tolerate discrimination against any individual or group based on race, color, or national origin.

The Title VI Policy Statement signed by City of Abilene's City Manager, Emily Crawford, is included as Attachment 1a.

The nondiscrimination statement signed by City of Abilene's City Manager, Emily Crawford, is included as Attachment 1b.

Standard DOT Assurances

23 CFR 200.9(a)(1) requires assurances from the City of Abilene that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives federal assistance from the DOT, including the FHWA.

The Title VI Assurances are submitted to the FHWA annually, or when the City of Abilene appoints a new City Manager. City of Abilene's Title VI Assurances signed by the City Manager is included in Attachment 2.

Organization & Staffing

City of Abilene's Title VI/Nondiscrimination Program has been established in accordance with federal rules under 23 CFR Part 200 and falls within the scope and responsibilities of the Human Resources Department. Human Resources is the central resource for the City of Abilene Departments and Divisions, and the public.

Organization

In accordance with 23 CFR 200.9(b)(1), the Director of Human Resources serves as City of Abilene's Title VI/Nondiscrimination Coordinator. With support from City Administration, the Director of Human Resources is responsible for all aspects of City of Abilene's Title VI/Nondiscrimination Program and has delegated sufficient authority and responsibility to effectively carry out the duties assigned to this position. A memorandum signed by the City Manager designates the Title VI/Nondiscrimination Coordinator, which is included as Attachment 3.

The City of Abilene's organizational chart, included as Attachment 4a, depicts the relationship the Title VI/Nondiscrimination Coordinator has within the City.

Staffing

Human Resources is responsible for administering the City's Title VI/Nondiscrimination Program. The Director of Human Resources reports to the Deputy City Manager and has direct access to the City Manager at any time. The Human Resource organizational chart is included as Attachment 4b.

Title VI/Nondiscrimination Coordinator

- The Title VI/Nondiscrimination Coordinator works to ensure there is a demonstrated commitment on the part of administration to enforce Title VI and is responsible for overall Title VI program implementation. Specifically, this person has the authority and responsibility to implement the Title VI program by:
- Recommending, developing, disseminating, monitoring, and pursuing policies and guidelines on the implementation of Title VI;
- Providing leadership, guidance, and technical assistance to program areas having significant impacts on the public and businesses, which are referred to as federal program areas, in carrying out their Title VI responsibilities;
- Reviewing, evaluating, and monitoring the federal program area activities and programs related to Title VI and effectuating changes to ensure consistency and program effectiveness;

- Ensuring that all complaints of discrimination or complaints alleging non-compliance with Title VI are processed, investigated, and resolved in a fair and timely manner in accordance with Title VI and federal operating regulations; and
- Advising the City Manager concerning developments in the implementation of the City of Abilene's Title VI/Nondiscrimination Program.

Internal Program Review

The City of Abilene anticipates prioritizing, planning, and completing audits for priority programs where:

- There have been Title VI Complaint(s) regarding a City of Abilene process or procedure;
- FHWA recommends an audit;
- There are issues with Title VI data collection;
- Desk audit responses are incomplete;
- Operation manuals in a program area need to be updated;
- Title VI issues are identified in an operation manual with corrective action procedures; and
- Deficiencies concerning minority or Limited English Proficiency (LEP) populations exist in the Public Participation process.

Solicitation Methods

The City of Abilene utilizes competitive bidding for the contracting of goods and services over $100,000 unless specifically exempted by Texas State Law. Since competitive solicitation is the foundation of all purchases, we make every effort to continually seek sources that have the capability to meet the needs of the City at competitive prices.

Public Advertising: Purchases and contracts involving the expenditure of more than $100,000 require public notice of the time and place where sealed bids or proposals will be received. All public notices will be advertised in the newspaper of record for City notices as determined by the Abilene City Council. Our current newspaper method of record is the Abilene Reporter News.

The following are the most common types of solicitation methods employed by the Purchasing Division. Please note this is not an inclusive list:

Request for Bids (RFB): Procurement process used when the requirements are clearly defined, negotiations are not permitted, and price is the determining factor if responsiveness and responsibility are met.

Request for Proposal (RFP): A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. If the competitive sealed bidding requirement applies to the contract for goods and services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. (Local Government Code 252.043(a)). The City of Abilene is entitled to reject any and all bids or proposals. Rejections of bids or proposals, whether any or all, must be presented to the City Council for approval. (Local Government Code 252.043(f)).

"The City of Abilene in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, *42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

Complaint Procedures

The following procedures cover complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. Any person who believes they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color or national origin may file a written complaint individually or through a representative. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the discrimination is ongoing, or the time for filing is extended by TxDOT or FHWA. Complaints related to the Federal-aid highway program may be filed with the City of Abilene, TxDOT, or FHWA directly. The City of Abilene will ensure that all complaints are sent to the appropriate authority for disposition.

Complaints alleging violations of Title VI by City of Abilene may be filed in writing directly with the City of Abilene at:

Pamela Williams, SHRM-SCP, CPM
Director of Human Resources, Title VI/Nondiscrimination Coordinator
City of Abilene
PO Box 60, 555 Walnut Street
Abilene, TX 79604-0060
325.676.6392
pamela.williams@abilenetx.gov

Complaints may also be filed with the following agencies:
Texas Department of Transportation
6230 E. Stassney Lane
Austin, TX 78744

Federal Highway Administration, Office of Civil Rights
Room E81-105
1200 New Jersey Avenue, SE
Washington, DC 20590

NOTE: Additional information regarding the Title VI complaint process can be found at: http://www.abilenetx.gov.

Complaints and investigation files are confidential. The contents of such files will only be disclosed to appropriate City of Abilene personnel and federal authorities in accordance with Federal and State laws. The City of Abilene will retain files in accordance with records retention schedules and all Federal guidelines.

Processing Complaints

Complaints shall set forth, as fully as possible, the facts and circumstances surrounding the alleged discrimination. If a person makes a verbal complaint to a City of Abilene employee, that person shall be interviewed by the complaint coordinator and if necessary, will assist the person in documenting the complaint in writing and submitting the written version to the person for signature.

Within 20 days of receipt of the complaint, the Title VI/Nondiscrimination Coordinator will acknowledge receipt, conduct a preliminary investigation, inform the complainant of action proposed or taken, and forward the complaint to the appropriate regulatory agency. Complaints forwarded to TxDOT and FHWA will include the following information, if available:

- Name, address, and phone number of the complainant;
- Name(s) and address(es) of alleged discriminating officials(s);
- Basis of complaint (i.e., race, color, national origin, sex, age, disability);
- Date of alleged discriminatory act(s);
- Date of complaint received by City of Abilene;
- A statement of the complaint;
- Other agencies (state, local or federal) where the complaint has been filed; and
- An explanation of City of Abilene's actions or proposed to resolve the issue raised in the complaint.

FHWA has the authority for making all final decisions, including dismissing complaints and issuing letters of findings for complaints concerning the Federal Highway Program. The following are four potential outcomes once a complaint is submitted to FHWA:

- Accept: if a complaint is filed timely, contains sufficient information to support a claim under Title VI, and concerns matters under FHWA's jurisdiction, then FHWA will send to the complainant, the respondent agency, and the FHWA Division Office a written notice that it has accepted the complaint for investigation.
- Preliminary review: if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then FHWA may (1) dismiss it, or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- Procedural Dismissal: if a complaint is not filed timely, is not in writing and signed, or features other procedural/practical defects, then FHWA will send the complainant, respondent, and FHWA Division Office a written notice that it is

dismissing the complaint.

- Referral/Dismissal: if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter, or (2) lacks jurisdiction over the respondent entity, then FHWA will either dismiss the complaint or refer it to another agency

  that does have jurisdiction. If the complaint is dismissed, notification will be sent to the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Dissemination of Title VI Information

In accordance with 23 CFR 200.9(a)(12), the City of Abilene is required to develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.

Notification to Beneficiaries

The City of Abilene will update their website to ensure Title VI information is readily accessible to the public. The website will inform the public of their rights under Title VI and provides information on how to file a complaint. Title VI information available on City of Abilene's Web site will include:

- City of Abilene's Title VI/Nondiscrimination Plan
- Title VI Nondiscrimination Policy Statement
- Title VI and Related Statutes Nondiscrimination Statement (English and Spanish)
- Title VI Nondiscrimination Assurances
- City of Abilene's External Discrimination Complaint Form (English and Spanish)

The above information is located on the City of Abilene's Website at www.abilenetx.gov.

Staff Training

Title VI training is included in New Employee Orientation. New Employee Orientation occurs once a month and is a 4-day mandatory training. Training topics will include language assistance services that the City of Abilene offers and information on handling a complaint.

Public Involvement

City of Abilene utilizes various methods to communicate information regarding city activities and opportunities for public and stakeholder participation.

City of Abilene's Website and Media Releases

The City of Abilene's website can be found at www.abilenetx.gov. On the website, the community can view news media releases for public facing departments including Police, Fire, Parks & Recreation, Library, Streets, Public Health, Water Utilities, and Public Works.

Public Meeting Notices

The City publishes upcoming meeting notices on the electronic bulletin board at City Hall, a static bulletin board inside of City Hall, on the City of Abilene's Facebook page (Totally Easy Agenda – TEA) and the city's website. Notices are posted at least 3 days prior to the meeting per the requirements of the Open Meeting.

Social Media

Forward-facing departments at the City of Abilene use official social media platforms to share information about city programs, services, public meetings, and community updates. Social media is used to enhance accessibility, promote awareness, and ensure timely dissemination of information to all residents, including those with limited English proficiency, where feasible. See examples of social media posts in Attachment 5.

Abilene Television Network

Abilene Television Network (ATN) is the city government and education channel (see Attachment 6 for programming schedule). Citizens can watch ATN on Optimum Cable channel 2, or stream the channel live from our website. On ATN, citizens can find coverage of:

- Abilene Independent School District Productions
- Abilene Public Library original programming
- Abilene Christian University programming
- City of Abilene Boards, Commissions, & City Council Meetings
- City of Abilene original programming
- PEG Media programming
- Texas Parks and Wildlife and other original programs

Limited English Proficiency (LEP)

Purpose

The purpose of the Limited English Proficiency (LEP) Plan is to clarify the responsibilities of the City and those entities that undertake governmental duties on behalf of the City (including contractors and subcontractors) and to assist them in fulfilling their responsibilities to LEP persons. This plan shows the City of Abilene's commitment to ensure its departments communicate effectively with Limited English Proficiency individuals and provide persons with Limited English proficiency access to all City programs.

An LEP individual is a person who does not speak English as their primary language and who has a limited ability to speak, read, write or understand English.

All City Departments and any entities that fulfill governmental duties on behalf of the City (including contractors and subcontractors) must make a meaningful attempt to provide LEP persons with a means of effective communication.

LEP Policy Statement

It is the policy of the City of Abilene to provide timely, meaningful access for Limited English Proficient (LEP) individuals to all City programs and activities. Language assistance services shall be provided to persons with LEP whenever a person with LEP requests language assistance services, as set forth in this policy.

LEP Plan Summary

The City of Abilene has developed the Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with Limited English proficiency who wish to access services, programs, and/or activities provided by the City of Abilene.

To decide what reasonable steps the City departments should take to ensure meaningful access for LEP persons, the City considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely encountered by the City program, activity, or service;
2. The frequency with which LEP individuals encounter the City program, activity, service;
3. The nature and importance of the program, activity, or service provided by the City;
4. The resources available to the City and overall costs to provide the LEP assistance.

A brief description of the above considerations is provided below.

Four-Factor Analysis

The following Four-Factor Analysis will serve as the guide for determining which language assistance the City will undertake to guarantee access to their programs, activities, or services:

1. Number or proportion of LEP persons eligible to be served or likely encountered by the City program, activity, or service.

   The City of Abilene used the 2023 American Community Survey 5-year estimates and US Census Data to determine the potential LEP population in the City of Abilene. The following tables provide information about these populations.

   Abilene residents speak a variety of languages, the top four being Spanish, Other Indo-European languages, Asian and Pacific Island Languages, and Other Languages (2023 American Community Survey, Table S1601).

Language Spoken at Home for the Population – 5 Years or Older in the City of Abilene		
Language Spoken at Home	**Population**	**% of Population**
Spanish	17,401	14.6%
Other Indo-European	1,635	1.4%
Asian and Pacific Island	1,831	1.5%
Other Languages	654	0.5%
Source: Table S1601, 2023 American Community Survey		

Estimating the number of residents with limited English proficiency is important when identifying the need for language services. The following shows the number of City of Abilene residents that speak English “Less than Very Well”. Those with limited English proficiency most frequently speak Spanish, Other Indo-European, Asian and Pacific Island, and Other languages.

Populations 5 Years or Older by Language that Speak English "Less Than Very Well" in the City of Abilene		
Language Spoken at Home	**Population**	**% of Population**
Spanish	3,539	20.3%
Other Indo-European	441	27%
Asian and Pacific Island	427	23.3%
Other Languages	350	53.5%
Source: Table S1601, 2023 American Community Survey		

Summary of the U.S. Census American Community Survey Data:

- 18.1% of the population living in the City of Abilene speaks a language other than English.
- Other languages spoken are Spanish, Other Indo-European, Asian and Pacific Island, and Other Languages.
- 22.1% of the population living in the City of Abilene speaks English "less than well".
- 20.3% of the population living in the City of Abilene speak Spanish and speak English "less than well". Two other languages have a significant number of people that speak English "less than well": Other Indo-European (27%), Asian and Pacific Island (23.3%).

2. There is limited data available regarding City of Abilene personnel contacts with LEP persons. Conversations with program staff provide anecdotal evidence about the frequency of contacts between the various LEP language groups with City programs. This anecdotal evidence suggests that staff most frequently encounter LEP Spanish speakers that need language assistance.

3. Nature and importance of the program, activity, or service provided by the City. The City of Abilene recognizes that within a range of programs and services it provides, the nature of some programs and services may be more important to the LEP persons than others.

   Most contacts between City of Abilene personnel and LEP persons are through in-person contact. The following illustrates the typical type of contacts between City

offices and the services provided.

Office	Target Population	Core Service	Level of Importance to LEP Population
Public Health	Low to moderate Income	Health and Medical Assistance	High
Neighborhood Services	Low to moderate Income	Housing Assistance	High
Code Compliance	City Residents	Community Services	High
Police	City Residents	Emergency Services	High
Fire	City Residents	Emergency Services	High
Library	City Residents	Community Services	High
Parks & Recreation	City Residents	Community Services	High

4. The resources available to the City of Abilene and overall costs. The City of Abilene utilizes a combination of bilingual staff members and procured vendors as professional, competent translators. Bilingual staff assist with over the phone and in-person interpretation. The City of Abilene uses a bilingual pay system for Police Officers to function as identified as translators (see Bilingual Pay as outlined in Section 5 of the Police Department Meet & Confer). If City of Abilene bilingual staff members are not proficient in the language needed or are not available, the available staff will access the Language Line for interpretation. These are low-cost methods of providing language services. The Language Line can be accessed at 1-800-752-6096 (option 1). Sign Language services are available upon request for public meetings and are always available for City Council meetings.

After analyzing the four factors, the City developed the LEP Plan outlined in the following section for assisting LEP persons.

How to Identify an LEP Person Who Needs Language Assistance

We currently identify individuals needing language assistance when they self-identify, either in person or over the phone. Staff respond by providing or coordinating the appropriate language support.

Language Assistance Measures

When an interpreter is needed, in person or on the telephone, staff should first determine what language is required. The Language Line will be utilized prior to bilingual staff assisting with communications with LEP persons.

Using informal interpreters, such as family or friends of the LEP person seeking services, or other customers, is discouraged, with minor children generally prohibited from acting as interpreters. The use of informal interpreters shall be allowed at the insistence of the LEP person or in emergencies and shall be documented.

No staff may suggest or require an LEP person to provide an interpreter to receive service.

Staff Training

Title VI training is included in New Employee Orientation. New Employee Orientation occurs once a month and is a 4-day mandatory training. Training topics will include language assistance services that the City of Abilene offers and information on handling a complaint.

Translation Services

Translation services will be provided by the Language Line and other resources without cost to the LEP individual being served and constituents and visitors will be informed that the services are free of charge.

Sign Language services will be provided by the Language Line. Sign Language services are always provided for City Council Meetings and can be requested through the City Secretary's office for Board and Commission meetings.

Written materials routinely provided in English may be provided in frequently encountered languages, upon request. Documents, meeting notices, flyers, or agendas for which the target audience is expected to include LEP individuals, may be printed in an alternative language based on the known LEP population, upon request.

City employees, when assisting LEP individuals, whether in person or via phone, may utilize one or more of the following methods for communicating. Adjustments may be made, given the actual circumstances.

- Identification – City employees should identify the language of communication needs of the LEP individual.
- Language Line – The Language Line will be used primarily to assist LEP and hearing-impaired individuals. The Language Line can be accessed through https://languageline.com, or 1-800-752-6096, option 1.
- Family/Friends – If no other translation services are available, LEP individuals may use a family member, or friend as an interpreter.

Reasonable measures may also be taken to translate essential program information for LEP individuals and communities when a request(s) is made. The City of Abilene will make every effort to accommodate translation or interpretation services upon request.

City of Abilene Public Participation Plan

Purpose

The City of Abilene is committed to fostering an engaged community by promoting inclusive, transparent, and meaningful public participation. This plan outlines how the City notifies residents of development plans and improvement programs, gathers community input, and uses that input to shape final decisions. It also aligns public engagement efforts with the City Council's strategic goals and priorities.

Objectives

The Public Participation Plan (PPP) is designed to:

- Identify environmental and community concerns early in the planning process.
- Promote transparency and informed decision-making.
- Strengthen trust in government and encourage community collaboration.

This plan supports City Council's strategic goals to actively foster an engaged community, ensure high-quality services, and exercise sound governance and financial discipline.

Public Participation Approach

Public engagement is incorporated early and at key decision points in all significant projects. Departments may use a combination of public meetings, digital tools, surveys, and direct outreach based on project type, impact, and community needs.

Tools and Methods for Public Participation

City departments/divisions may use any combination of the following methods:

City Council Meetings

- Scheduled twice monthly (details at https://abilenetx.gov/526/City-Council).
- Public comment is invited and encouraged; citizens can comment on specific agenda items.
- Closed captioning and ASL services are provided.
- Meetings are live-streamed and archived for accessibility.

Digital and Print Communication

- Department websites with project updates and feedback tools.
- Email lists and newsletters to interested stakeholders and citizens.
- Direct mail outreach for targeted engagement.

Media & Social Media

- Press releases, News Flash, and podcast interviews.
- Social media platforms such as Facebook, Instagram, X (formerly Twitter), LinkedIn, and YouTube.

Public Meetings and Hearings

- Scheduled based on project lifecycle (planning, design, implementation).
- Meetings are ADA accessible and near public transit.
- Translation and interpretation services, including sign language, are available upon request.

Integration with "Your Abilene Investment"

The City's "Your Abilene Investment" platform serves as a centralized hub for residents to access information about ongoing and upcoming projects. This initiative enhances transparency and encourages public involvement by providing:

- Project Listings: Detailed descriptions of bond projects, capital improvements, and street maintenance efforts.
- Progress Updates: Regularly updated timelines and status reports on various initiatives.
- Interactive Maps: Visual tools to help residents locate and understand projects in their neighborhoods.
- Feedback Opportunities: Channels for the public to submit comments, concerns, and suggestions directly to project managers.

By leveraging this platform, the City ensures that community members are well-informed and have ample opportunities to participate in the development and improvement of their city. You can find more information about "Your Abilene Investment" at https://abilenetx.gov/2419/Your-Abilene-Investment

Alignment with Council Goals and Priorities

Public input is essential to achieving the Council's strategic goals and guiding priorities. Engagement efforts will emphasize:

- Infill and downtown redevelopment by involving nearby residents and businesses.
- Infrastructure and deferred maintenance planning, including streets and water systems, through public forums and needs assessments.
- Efficient government by using feedback to improve service delivery and reduce barriers to access.

Evaluation and Recordkeeping

- Public participation practices will be reviewed annually for effectiveness and compliance with Title VI, Environmental Justice mandates, and LEP requirements.
- Title VI/Nondiscrimination Coordinator is responsible for coordinating updates to the plan.
- All engagement records will be maintained for at least 10 years or in accordance with the Texas Library Archives Records Retention Schedule.

Data Collection & Analysis

The City of Abilene uses the American Community Survey (ACS), U.S. Census data, and geographic mapping (see Attachment 7) to identify and assess the racial, ethnic, national origin, sex, and English language proficiency characteristics of individuals within the community. This information helps the city understand and respond to the needs of populations that may be affected by or benefit from programs.

Compliance and Enforcement Procedures

The City of Abilene will fully cooperate with TxDOT during Title VI desk and in person audits/reviews and promptly provide requested documentation. If any deficiencies are identified, the City will take corrective action and comply with all recommended changes to ensure ongoing Title VI compliance.

CITY OF ABILENE

2025 Title VI/Nondiscrimination Plan Attachments

CITY OF ABILENE TEXAS

Title VI Policy Statement

The City of Abilene will ensure compliance with Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any department, programs, or activities.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Policy

It is the policy of the City of Abilene to ensure compliance with Title VI and related statutes and regulations in all programs and activities. The City of Abilene will not tolerate discrimination against any individual or group based on race, color, or national origin.

Implementation

To ensure the effective implementation of this policy, the City of Abilene will:

- **Publicize the Policy:** Clearly display the Title VI policy statement in public areas, on our website, and in relevant publications.
- **Training:** Provide regular training to employees, contractors, and volunteers on Title VI requirements and their responsibilities.
- **Identify Program Review:** Regularly review programs and activities to ensure compliance with Title VI requirements.
- **Complaint Procedure:** Establish a complaint procedure that is easy to use, accessible, and ensures prompt and fair resolution of complaints.
- **Public Participation:** Engage the community and stakeholders, including minority and low-income populations, in planning and decision-making processes.

Attachment 1a – Title VI/Nondiscrimination Policy Statement

Filing a Complaint

Any person who believes that they have been subjected to discrimination under Title VI may file a complaint with the City of Abilene. Complaints must be filed within 180 days of the alleged discrimination. For information on how to file a complaint, please contact:

Pamela Williams, SHRM-SCP, CPM
Director of Human Resources, Title VI/Nondiscrimination Coordinator
City of Abilene
PO Box 60, 555 Walnut Street
Abilene, TX 79604-0060
325.676.6392
pamela.williams@abilenetx.gov

Complaints may also be filed with the following agency:
Texas Department of Transportation
6230 E. Stassney Lane
Austin, TX 78744

Federal Highway Administration, Office of Civil Rights
Room E81-105
1200 New Jersey Avenue, SE
Washington, DC 20590

Conclusion

The City of Abilene is committed to ensuring that our services are accessible to all individuals and communities. We will work diligently to address and prevent any form of discrimination and to uphold the principles of Title VI in all our operations.

Signature:

Emily Crawford — 8/19/25

Emily Crawford — **Date**
City Manager
City of Abilene

For more information about our Title VI program or to obtain a copy of the Title VI policy, please contact the City of Abilene at 325.676.6392 or visit our website at www.abilenetx.gov.

Attachment 1b – Title VI/Nondiscrimination Statement English

CITY OF ABILENE TEXAS

TITLE VI AND RELATED STATUES

NONDISCRIMINATION STATEMENT

The City of Abilene will ensure compliance with Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any department, programs, or activities.

Emily Crawford

Emily Crawford
City Manager
City of Abilene

8/19/25

Date

CITY OF ABILENE TEXAS

TITULO VI YE ESTATUTOS RELACIONADOS

DECLARACION DE NO DISCRIMINACION

La Ciudad de Abilene garantizará el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 y estatutos relacionados, garantiza que ninguna persona por motivos de raza, religión, color, origen nacional, sexo, edad o discapacidad será excluida de la participación en, que se le nieguen los beneficios o que de otro modo se le discriminé en virtud de cualquier departamento, programa o actividad.

E Crawford

Emily Crawford
Administrador de la ciudad
Ciudad de Abilene

8/20/25

Fecha

Attachment 2 – Title VI Assurances

CITY OF ABILENE TEXAS

THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) STANDARD
TITLE VI/NONDISCRIMINATION ASSURANCES
DOT ORDER NO. 1050.2A

The City of Abilene (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United Sates shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from U.S. DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Attachment 2 – Title VI Assurances

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted U.S. DOT programs:

1. The Recipient agrees that each "activity," facility," or "program," as defined in §§ 21.23(b) and 21.23(e) or 49 C.P.R § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Requests for Proposals and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
4. That where the recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
5. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   a. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
6. That this Assurance obligates the Recipient for the period during which Federal financial

assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods.

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving he provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

7. The Recipient will provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
8. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.
9. The Recipient will provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, sub grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has the right to seek judicial enforcement regarding any matter arising under the Acts, Regulations, and this Assurance.

By signing this assurance, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the U.S. DOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the U.S. DOT. You must keep records, reports, and submit the material for review upon request to U.S. DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. DOT under all Department of Transportation Programs. This assurance is binding on Texas, other recipients, subrecipients,

sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is/are authorized to sign this assurance on behalf of the Recipient.

Emily Crawford

Emily Crawford
City Manager
City of Abilene

8/19/25

Date

Attachment 3 – Title VI/Nondiscrimination Coordinator

MEMORANDUM
City of Abilene, Texas

To: Pamela Williams, SHRM-SCP, CPM, Director of Human Resources

From: Emily Crawford, City Manager

Date: July 1, 2025

Subject: Title VI/Nondiscrimination Coordinator

In accordance with 23 CFR §200.9(b)(1), I am designating the Director of Human Resources, Pamela Williams, as the City of Abilene's Title VI/Nondiscrimination Coordinator.

With my support, Pamela will be directly responsible for all aspects of the Title VI Program. Pamela William's contact information is below.

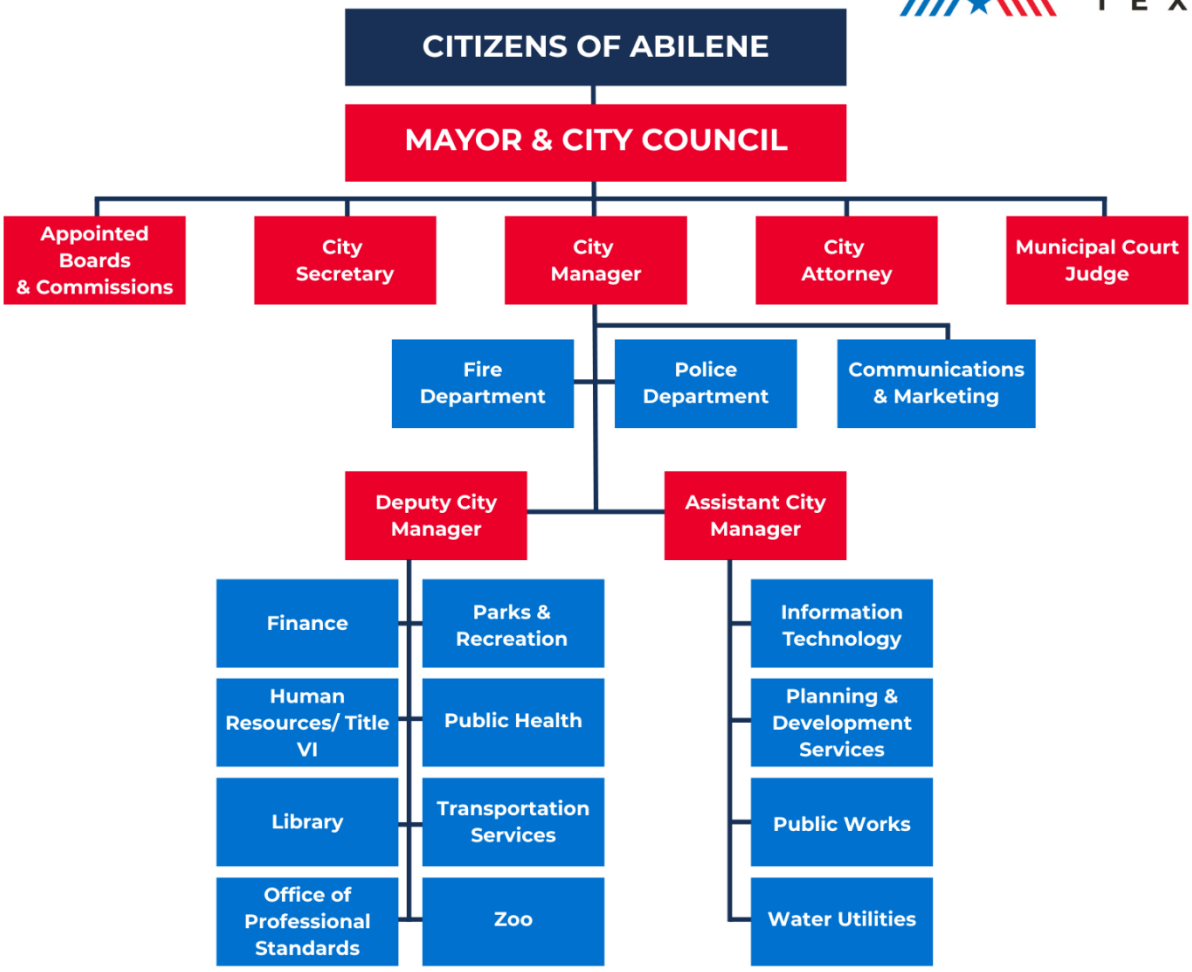
Pamela Williams, SHRM-SCP, CPM
Director of Human Resources, Title VI/Nondiscrimination Coordinator
City of Abilene
PO Box 60, 555 Walnut Street
Abilene, TX 79604-0060
325.676.6392
pamela.williams@abilenetx.gov

Emily Crawford

Emily Crawford
City Manager

We work together to build and maintain a community of the highest quality for present and future generations.
Rise • Integrity • Service Above Self • Excellence in All We Do

Attachment 4a – City of Abilene Organizational Chart

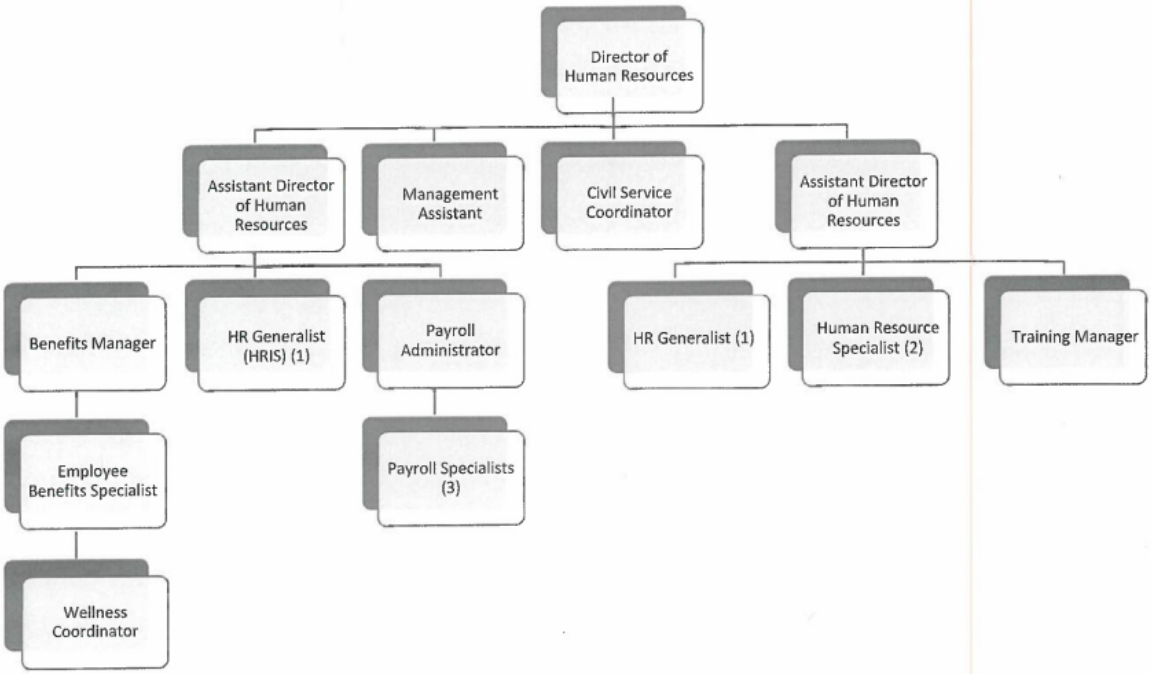


Attachment 4b – Human Resource Organizational Chart

CITY OF ABILENE TEXAS

Human Resources Department
Organizational Chart

Pamela Williams, Director of Human Resources
March 01, 2025



Attachment 5 – Social Media Posts

City of Abilene, Texas
Apr 4 ·

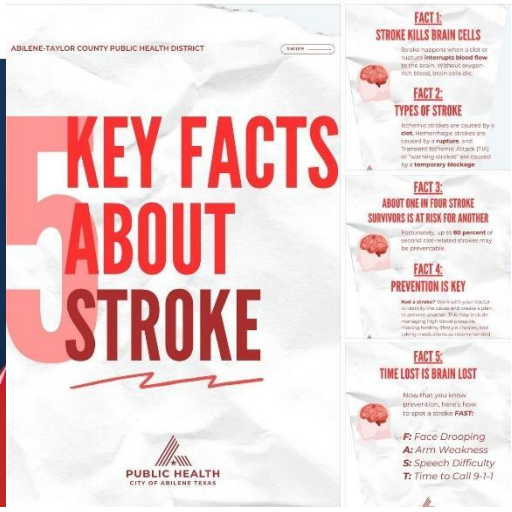
A recent media report has incorrectly led audiences to believe a recent gut illness is showing up in our water supply instead of area wastewater. We want to assure our residents that Abilene's public water supply is clean, safe to drink, and meets or exceeds all state and federal water quality standards.

Click here for complete information from Water Utilities and Public Health: https://bit.ly/42fTjPt

Abilene Taylor County Public Health District
May 15 ·

Do you know these five facts about stroke? 👀

Learn about the different types of strokes, how you can reduce your risk of stroke, and what to do when you recognize stroke symptoms.



Abilene Taylor County Public Health District
May 15 ·

¿Conoces estos cinco datos sobre el ataque o derrame cerebral? 👀

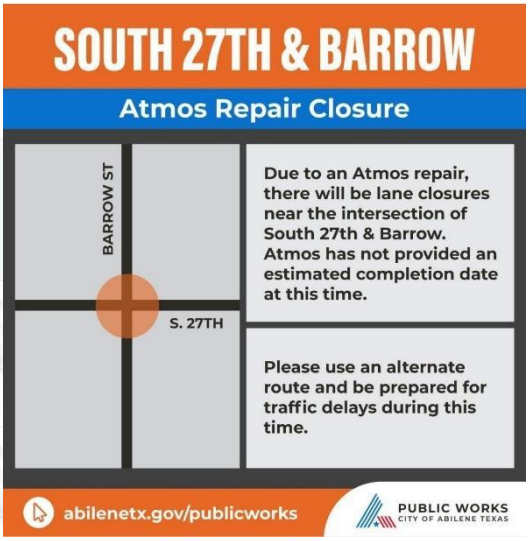
Conozca los diferentes tipos de ataque o derrame cerebral, cómo puedes reducir tu riesgo y qué hacer al reconocer los síntomas.

> Do you know these five facts about stroke or stroke? 👀
>
> Learn about the different types of stroke or stroke, how you can reduce your risk, and what to do when recognizing the symptoms.

Rate this translation

City of Abilene, Texas
Apr 5 ·

⚠️ Due to an Atmos repair, there will be lane closures near the intersection of South 27th & Barrow. Atmos has not provided an estimated completion date at this time. Please use caution in this area.



Attachment 5 – Social Media Posts

City of Abilene, Texas
May 20 ·

City Council TEA is served! See what's coming up in Thursday's agenda. Read more here: https://cvcpl.us/ngjH7VP

Streaming is not available at this time, but a copy of the meeting will be available at abilenetx.gov at a later date.

City of Abilene Parks and Recreation
2d ·

Adventure Cove Season Passes
Single Membership: $65
Family Membership (4 people)
$250 (+$10 per extra person)

Don't forget our Grand Opening is this weekend, May 24th - 25th!

abilenetx.gov/adventurecove
(325) 455-3543
acovereservations@sportsfacilities.com

Abilene Public Library
4d ·

We had such a fun time getting creative with cute keychains at our Crafty DIY program at the Main Library! 🔑✨ This free monthly event is perfect for adults who enjoy hands-on crafting 🧶✂️ and connecting with fellow makers. 🪡😊

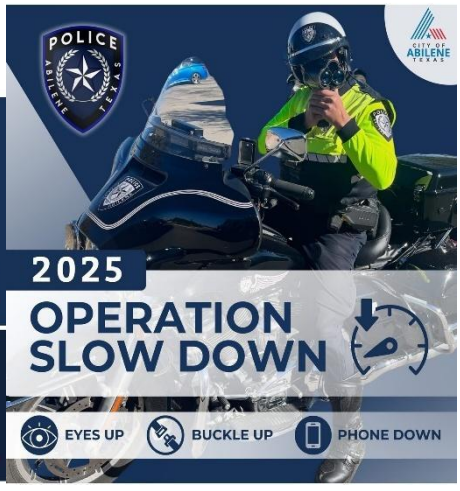
#art #diy #crafts #libraryfun

Abilene Fire Department
Apr 11 ·

April is National 9-1-1 Education Month. Click through to learn when it's appropriate to call 9-1-1 and when it's better to use the non-emergency number. Please keep in mind that this list is not exhaustive and does not cover every scenario. Use your best judgement and call 9-1-1 if you feel someone's life, safety, or property is in immediate danger or a crime is currently being committed.

Abilene Police Department
May 13 ·

Can you believe the year is going by so fast? And every moment, we're here urging you to drive respon... See more



Attachment 6 – Abilene Television Network Programming Schedule

Local Programming
JUNE 1-7, 2025

Sunday, June 1			
ACU	12:00 AM	ACU Sports Classics	3h
CITY	3:00 AM	Airport Development Board 5/14/25	1h 30m
CITY	4:30 AM	Planning & Zoning Commission 4/1/25	2h 30m
CITY	7:00 AM	Board of Adjustment 5/13/25	2h
CITY	9:00 AM	Board of Building Standards 4/2/25	2h 30m
CITY	11:30 AM	Parks & Recreation Board 4/22/25	1h
CITY	12:30 PM	Abilene City Council 5/22/25	2h
CITY	2:30 PM	Abilene Landmarks Commission 4/22/25	30m
AISD	3:00 PM	AHS vs Caprock Softball Playoff Game 1	2h
AISD	5:00 PM	AHS vs Caprock Softball Playoff Game 2	1h 30m
AISD	6:30 PM	CHS vs Amarillo High Softball Playoff Game 2	2h 30m
AISD	9:00 PM	CHS vs Lubbock Coronado Baseball Playoff Game 1	3h
Monday, June 2			
TPW	12:00 AM	Texas Parks & Wildlife #3308-R	30m
CITY	12:30 AM	Abilene City Council 5/22/25	2h 30m
CITY	3:00 AM	Planning & Zoning Commission 4/1/25	1h 30m
CITY	4:30 AM	City of Abilene Programming	30m
AISD	5:00 PM	2025 AISD Top Gradates	1h
AISD	6:00 PM	AISD School Board Meeting 5/5/25	1h
AISD	7:00 PM	2025 Adult Education Graduation	1h
AISD	8:00 PM	2025 Big Country Athletic Hall of Fame Induction Banquet	2h
SOTC	10:00 PM	State of the City 2025	2h
TPW	12:00 PM	Texas Parks & Wildlife #3308-R	30m
CITY	12:30 PM	Abilene City Council 5/22/25	2h 30m
CITY	3:00 PM	Planning & Zoning Commission 4/1/25	2h
AISD	5:00 PM	2025 AISD Top Gradates	1h
AISD	6:00 PM	AISD School Board Meeting 5/5/25	1h
AISD	7:00 PM	2025 Adult Education Graduation	1h
AISD	8:00 PM	2025 Big Country Athletic Hall of Fame Induction Banquet	2h
SOTC	10:00 PM	State of the City 2025	2h
Tuesday, June 3			

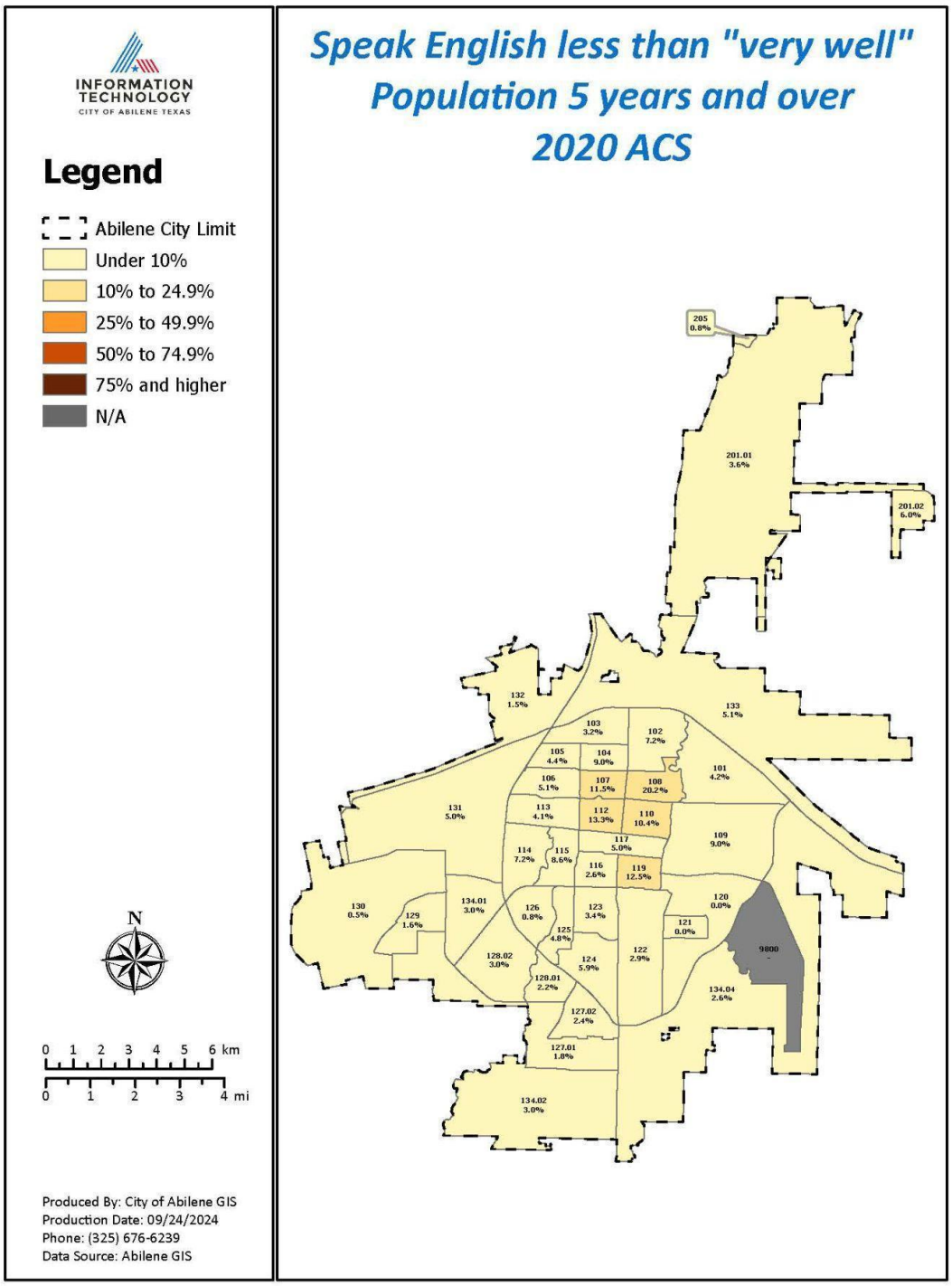
Attachment 6 – Abilene Television Network Programming Schedule

PEG	12:00 AM	The Andy Due Show	30m
PEG	12:30 AM	Color in Your Life	30m
CITY	1:00 AM	Planning & Zoning Commission 4/1/25	3h
CITY	4:00 AM	Abilene Landmarks Commission 4/22/25	1h
TPW	5:00 AM	Texas Parks & Wildlife #3308-R	30m
CITY	5:30 AM	Parks & Recreation Board 4/22/25	1h
CITY	6:30 AM	Abilene MPO Policy Board 4/15/25	2h
CITY	8:30 AM	Board of Adjustment 5/13/25	2h
CITY	10:30 AM	City of Abilene Programming	2h
CITY	12:30 PM	Employee Spotlight Hour	1h
CITY	1:30 PM	LIVE Planning & Zoning Commission	2h 30m
CITY	4:00 PM	Abilene Landmarks Commission 4/22/25	1h
SOTC	5:00 PM	State of the City 2025	2h
APL	7:00 PM	Local Authors Presentation	1h
CITY	8:00 PM	Abilene MPO Policy Board 4/15/25	2h 30m
CITY	10:30 PM	Parks & Recreation Board 4/22/25	1h 30m
Wednesday, June 4			
CITY	12:00 AM	Abilene City Council Retreat 1/31/25	6h 30m
TPW	6:30 AM	Texas Parks & Wildlife #3308-R	30m
APL	7:00 AM	Local Authors Presentation	1h
PEG	8:00 AM	Color in Your Life	30m
CITY	8:30 AM	LIVE Board of Building Standards	2h 30m
APL	11:00 AM	Local Authors Presentation	1h
AISD	12:00 PM	Forgotten Abilene: Jay Moore 2017	2h
CITY	2:00 PM	Employee Spotlight Hour	1h
TPW	3:00 PM	Texas Parks & Wildlife #3308-R	30m
CITY	3:30 PM	Airport Development Board 5/14/25	1h 30m
AISD	5:00 PM	AHS vs Amarillo High Baseball Playoff Game 1	2h 30m
AISD	7:30 PM	AHS vs Amarillo High Baseball Playoff Game 2	1h 45m
AISD	9:15 PM	AHS vs Birdville Softball Playoff Game 1	2h 45m
Thursday, June 5			
ACU	12:00 AM	ACU Sports Classics	3h
CITY	3:00 AM	Abilene City Council 5/22/25	3h 30m
NCCIL	6:30 AM	Artist Talks with the NCCIL	2h
CITY	8:30 AM	Abilene City Council 5/22/25	3h
CITY	11:30 AM	Abilene Landmarks Commission 4/22/25	30m
TPW	12:00 PM	Texas Parks & Wildlife #3308-R	30m
APL	12:30 PM	Crafty Creations	1h
CITY	1:30 PM	Neighborhood Services Advisory Board 4/28/25	30m
CITY	2:00 PM	Abilene City Council 5/22/25	3h
CITY	5:00 PM	Abilene Landmarks Commission 4/22/25	30m

Attachment 6 – Abilene Television Network Programming Schedule

CITY	5:30 PM	Abilene City Council Retreat 1/31/25	6h 30m
Friday, June 6			
PEG	12:00 AM	The Andy Due Show	30m
PEG	12:30 AM	Color in Your Life	30m
PEG	1:00 AM	Travel Western National Parks	30m
CITY	1:30 AM	City of Abilene Programming	1h
CITY	2:30 AM	Employee Spotlight Hour	1h
TPW	3:30 AM	Texas Parks & Wildlife #3308-R	30m
CITY	4:00 AM	Mayor's Advisory Board for People with Disabilities 3/11/25	2h
CITY	6:00 AM	Airport Development Board 5/15/25	2h
APL	8:00 AM	Local Author Presentation	2h
NCCIL	10:00 AM	Artist Talks with the NCCIL	2h
PEG	12:00 PM	Color in Your Life	30m
CITY	12:30 PM	Neighborhood Services Advisory Board 4/28/25	30m
CITY	1:00 PM	Abilene MPO Policy Board 4/15/25	1h
CITY	2:00 PM	Mayor's Advisory Board for People with Disabilities 3/11/25	1h 30m
APL	3:30 PM	Crafty Creations	30m
CITY	4:00 PM	Employee Spotlight Hour	1h
AISD	5:00 PM	AISD School Board Meeting 5/5/25	2h
AISD	7:00 PM	2025 Adult Education Graduation	1h
AISD	8:00 PM	2025 Big Country Athletic Hall of Fame Induction Banquet	2h
SOTC	10:00 PM	State of the City 2025	2h
Saturday, June 7			
PEG	12:00 AM	The Andy Due Show	1h
PEG	1:00 AM	Color in Your Life	1h
PEG	2:00 AM	Travel Western National Parks	1h
CITY	3:00 AM	Abilene City Council Retreat 1/31/25	6h 30m
PEG	9:30 AM	Color in Your Life	30m
TPW	10:00 AM	Texas Parks & Wildlife Hour: Revisiting Past Episodes	1h
PEG	11:00 AM	Cooking & Kids Hour	1h
APL	12:00 PM	Local Author Presentation	1h
CITY	1:00 PM	Abilene City Council 5/22/25	2h
AISD	3:00 PM	AHS vs Amarillo High Baseball Playoff Game 2	2h
AISD	5:00 PM	AHS vs Caprock Softball Playoff Game 1	2h
AISD	7:00 PM	AHS vs Caprock Softball Playoff Game 2	1h 30m
AISD	8:30 PM	AHS vs Birdville Softball Playoff Game 1	2h 45m
AISD	11:15 PM	2025 AISD Top Graduates	45m

ACU: Abilene Christian University • AISD: Abilene Independent School District • APL: Abilene Public Library
CITY: City of Abilene • PEG: Public Education/Government Media
NCCIL: National Center for Children's Illustrated Literature • TPW: Texas Parks & Wildlife



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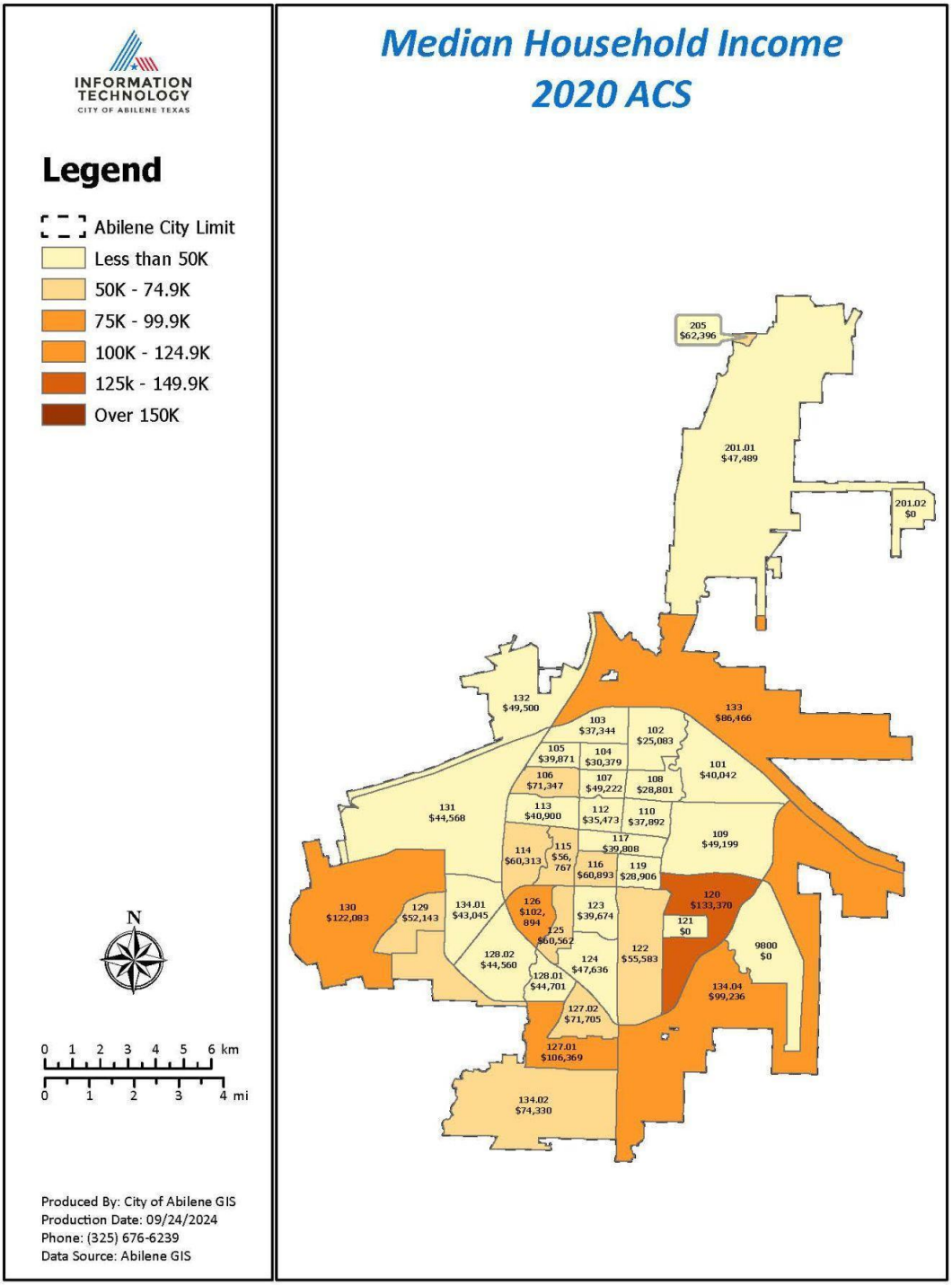
Attachment 7 – Census Data Maps



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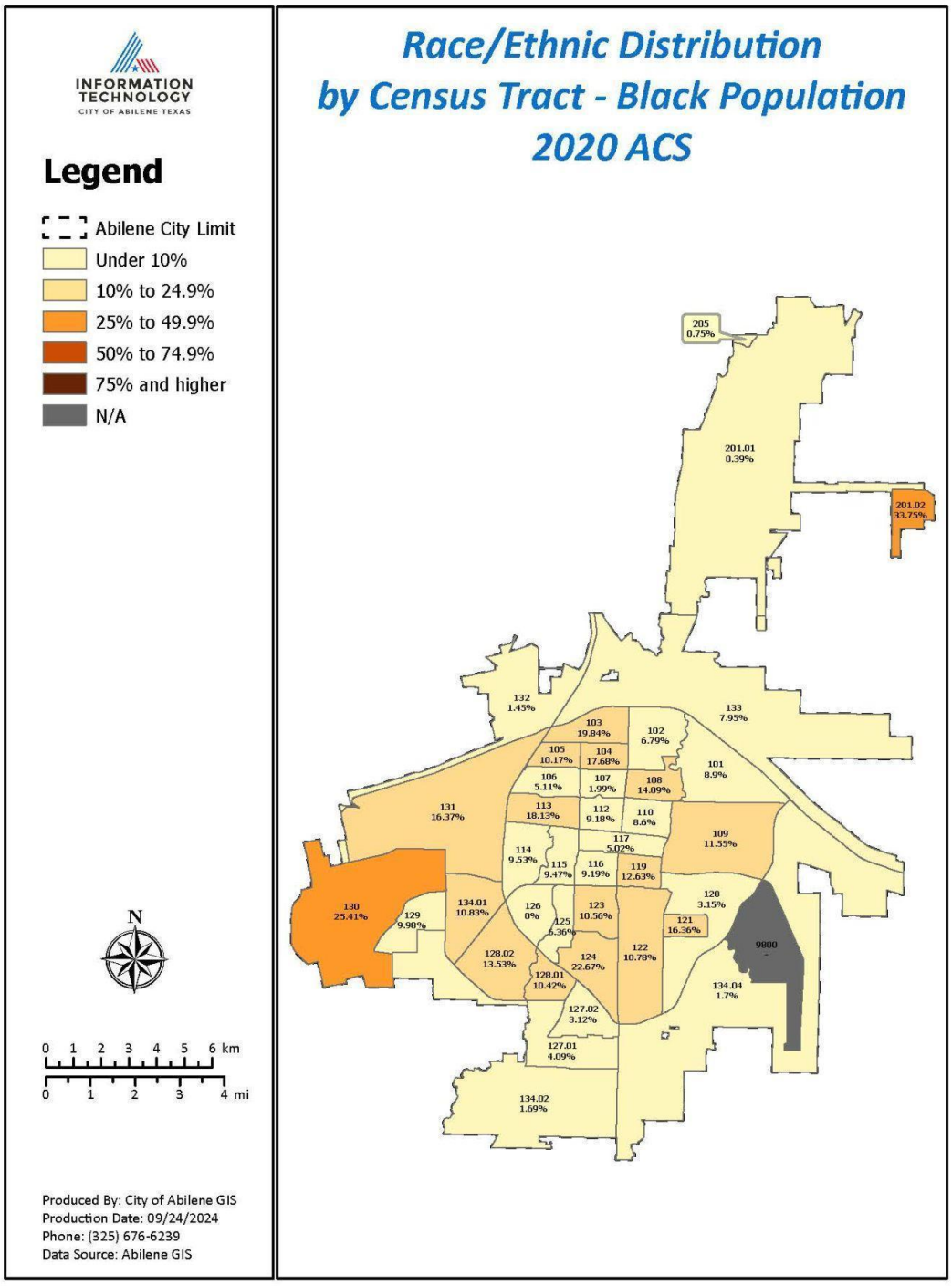

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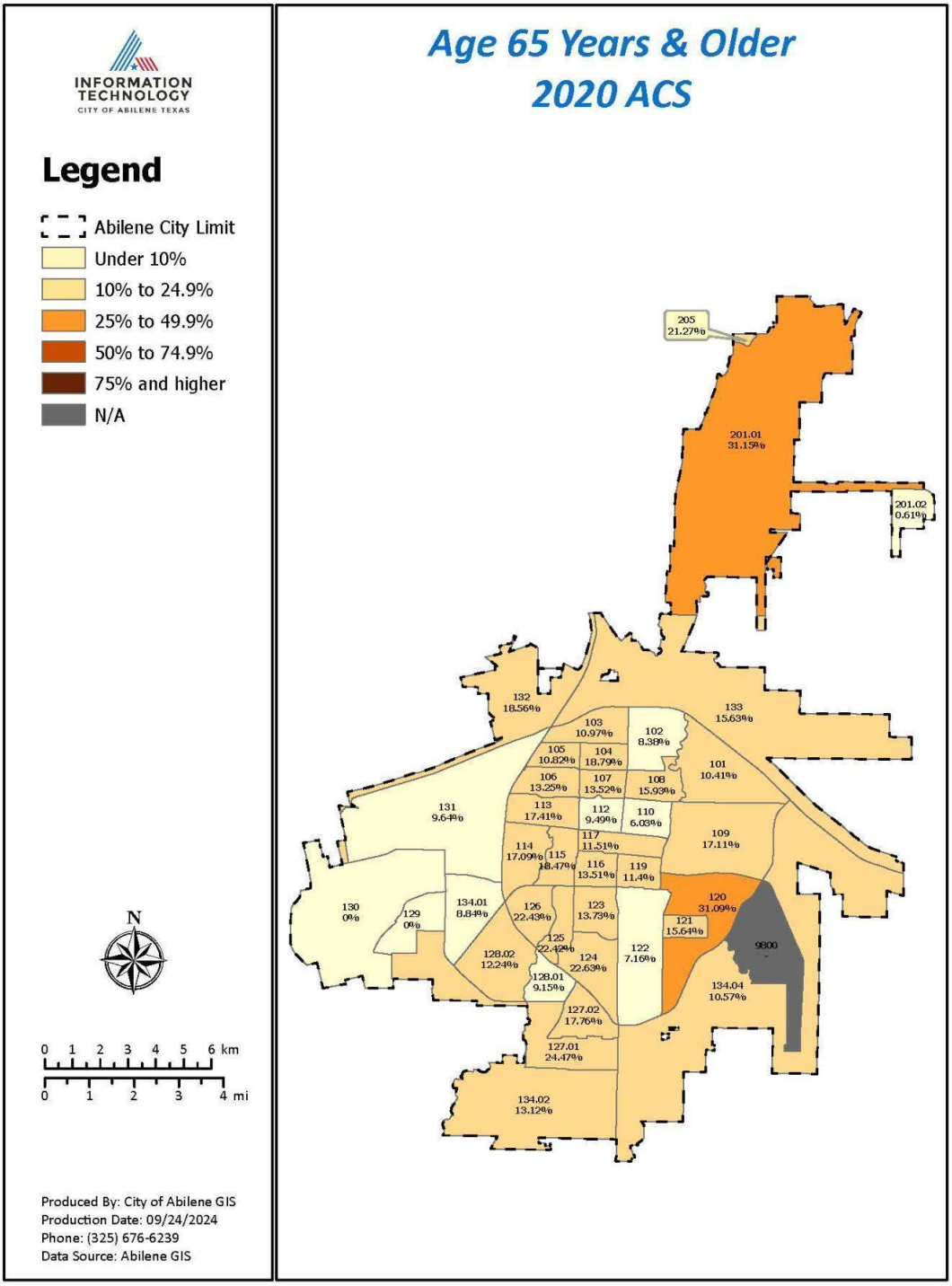

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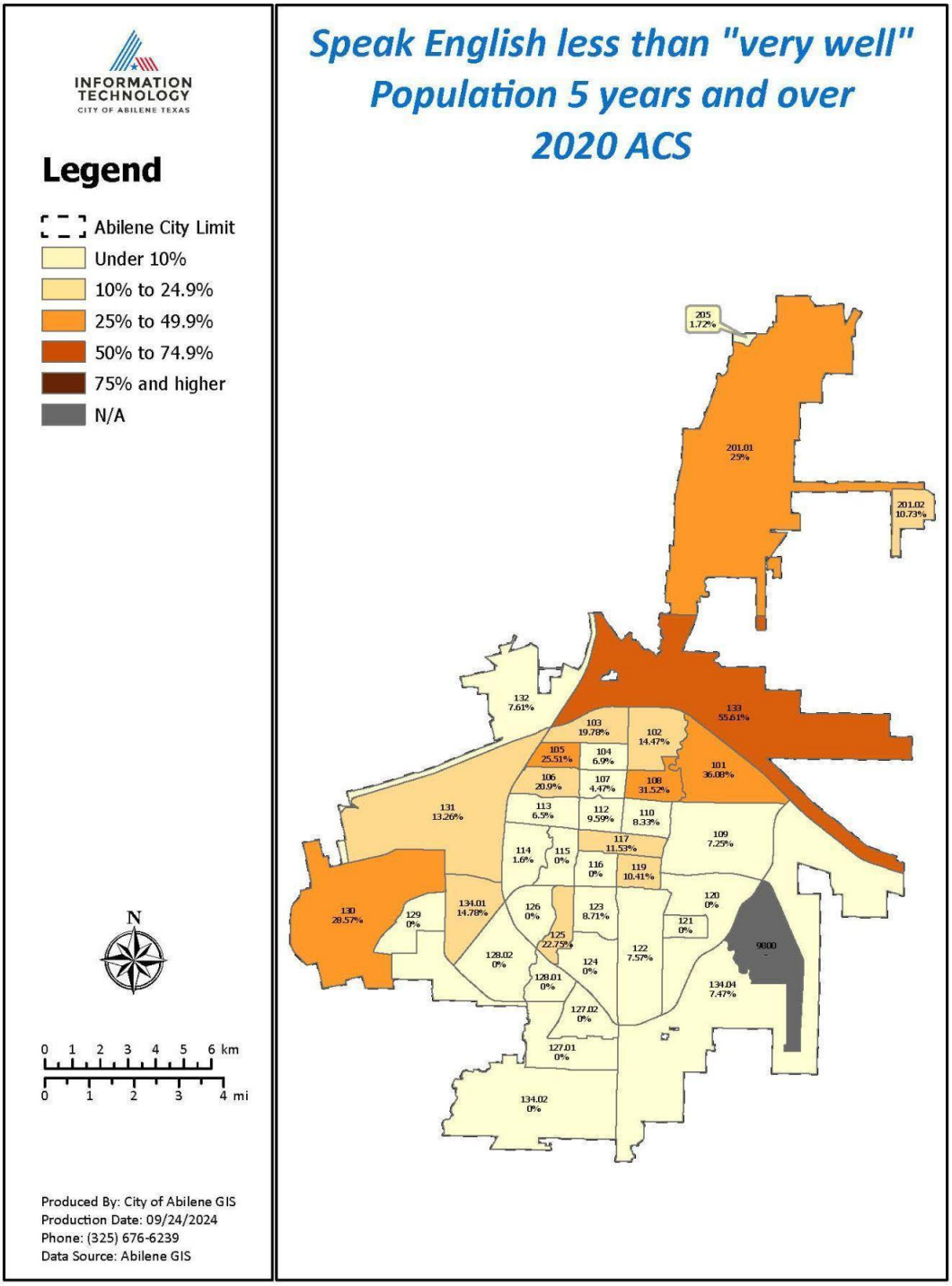
INFORMATION TECHNOLOGY
CITY OF ABILENE TEXAS
Legend
Abilene City Limit
Under 10%
10% to 24.9%
25% to 49.9%
50% to 74.9%
75% and higher
N/A
N
0 1 2 3 4 5 6 km
0 1 2 3 4 mi
Produced By: City of Abilene GIS
Production Date: 09/24/2024
Phone: (325) 676-6239
Data Source: Abilene GIS
Speak English less than "very well"
Population 5 years and over
2020 ACS
205 1.72%
201.01 29%
201.02 10.73%
132 7.61%
133 55.61%
103 19.78%
102 14.47%
105 25.51%
104 6.9%
101 36.08%
106 20.9%
107 4.47%
108 31.52%
131 13.26%
113 6.5%
112 9.59%
110 8.33%
109 7.25%
117 11.53%
114 1.6%
115 0%
116 0%
119 10.41%
130 28.57%
129 0%
134.01 14.78%
126 0%
123 8.71%
120 0%
121 0%
125 22.75%
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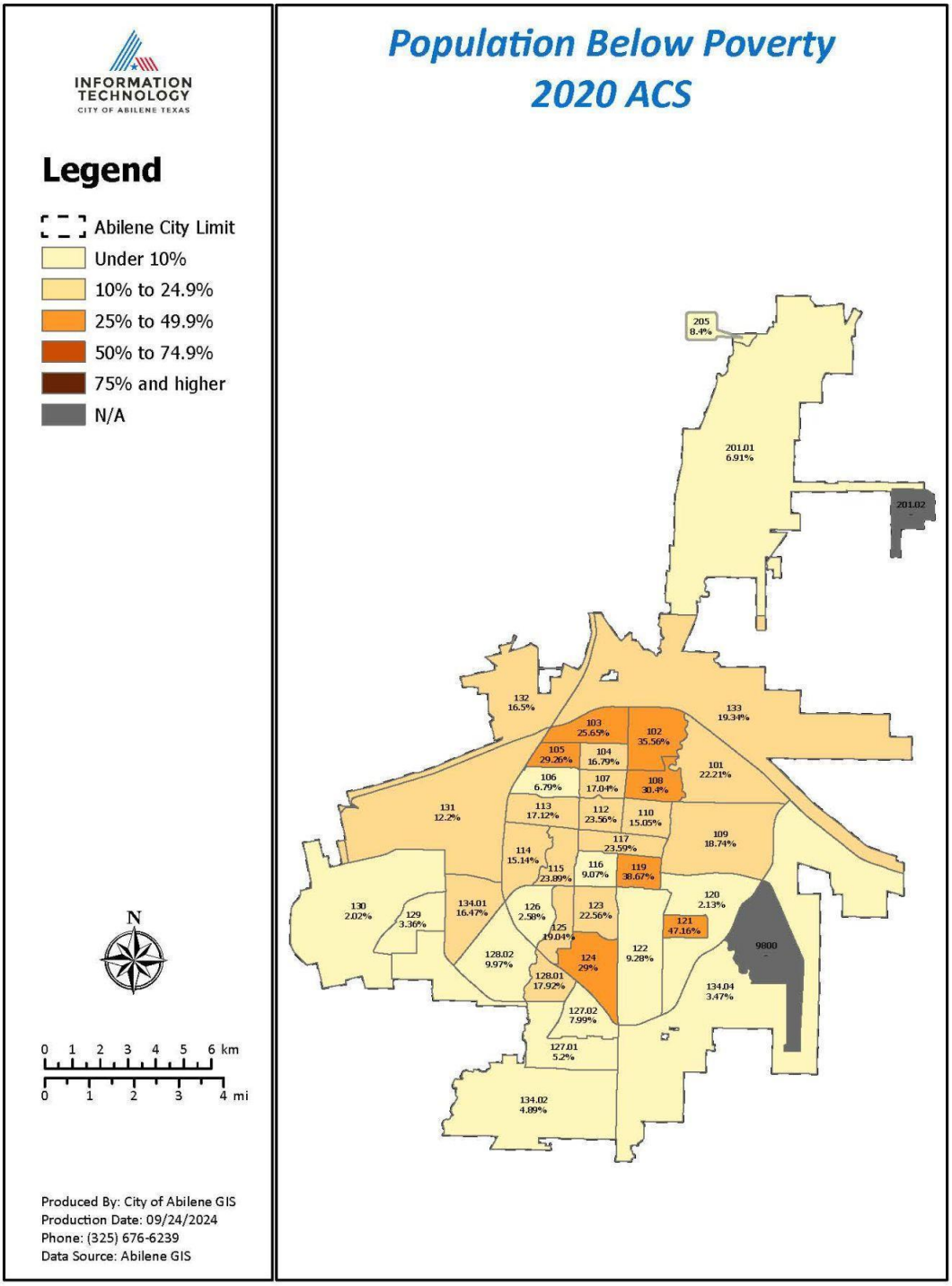

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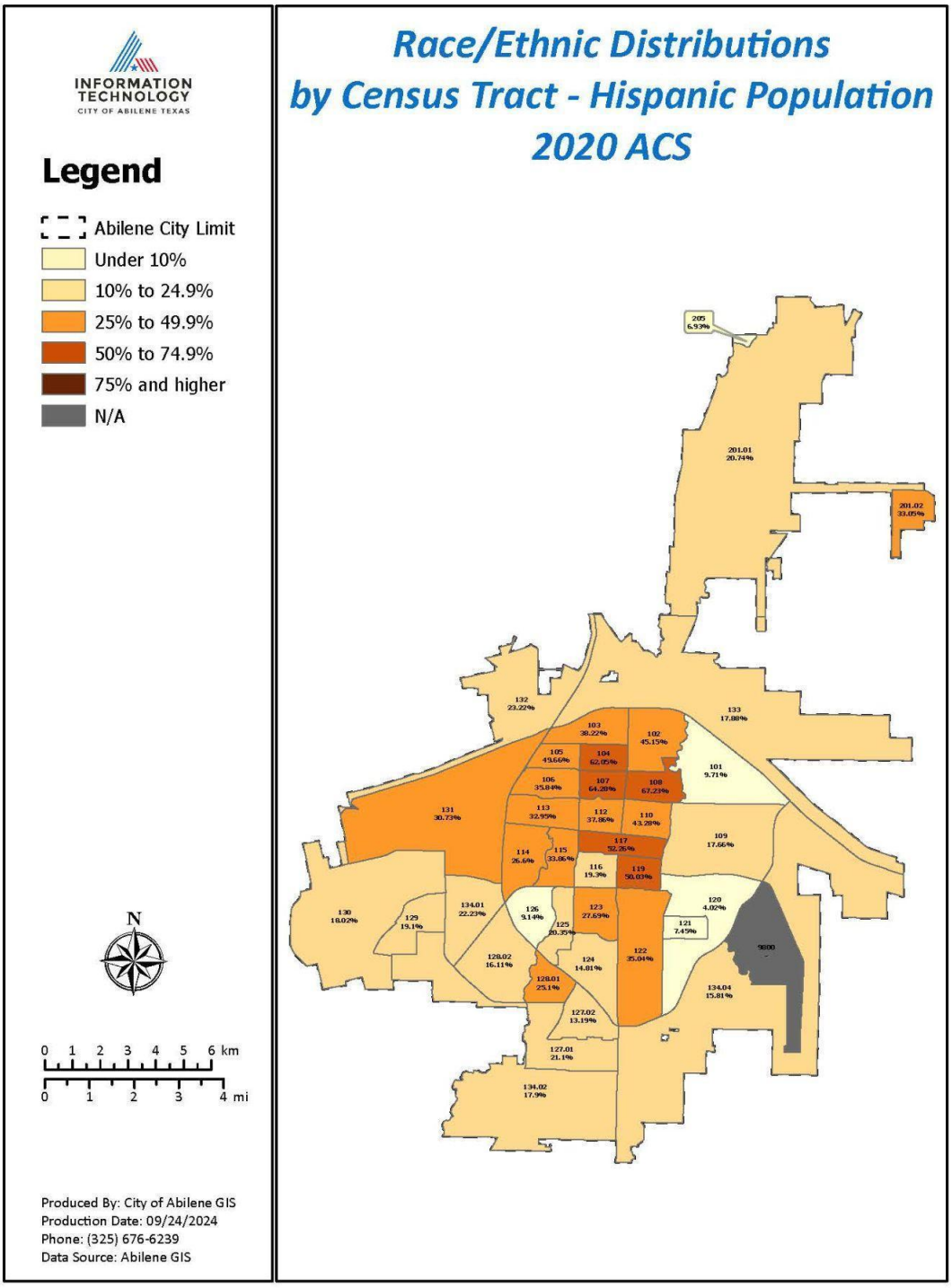

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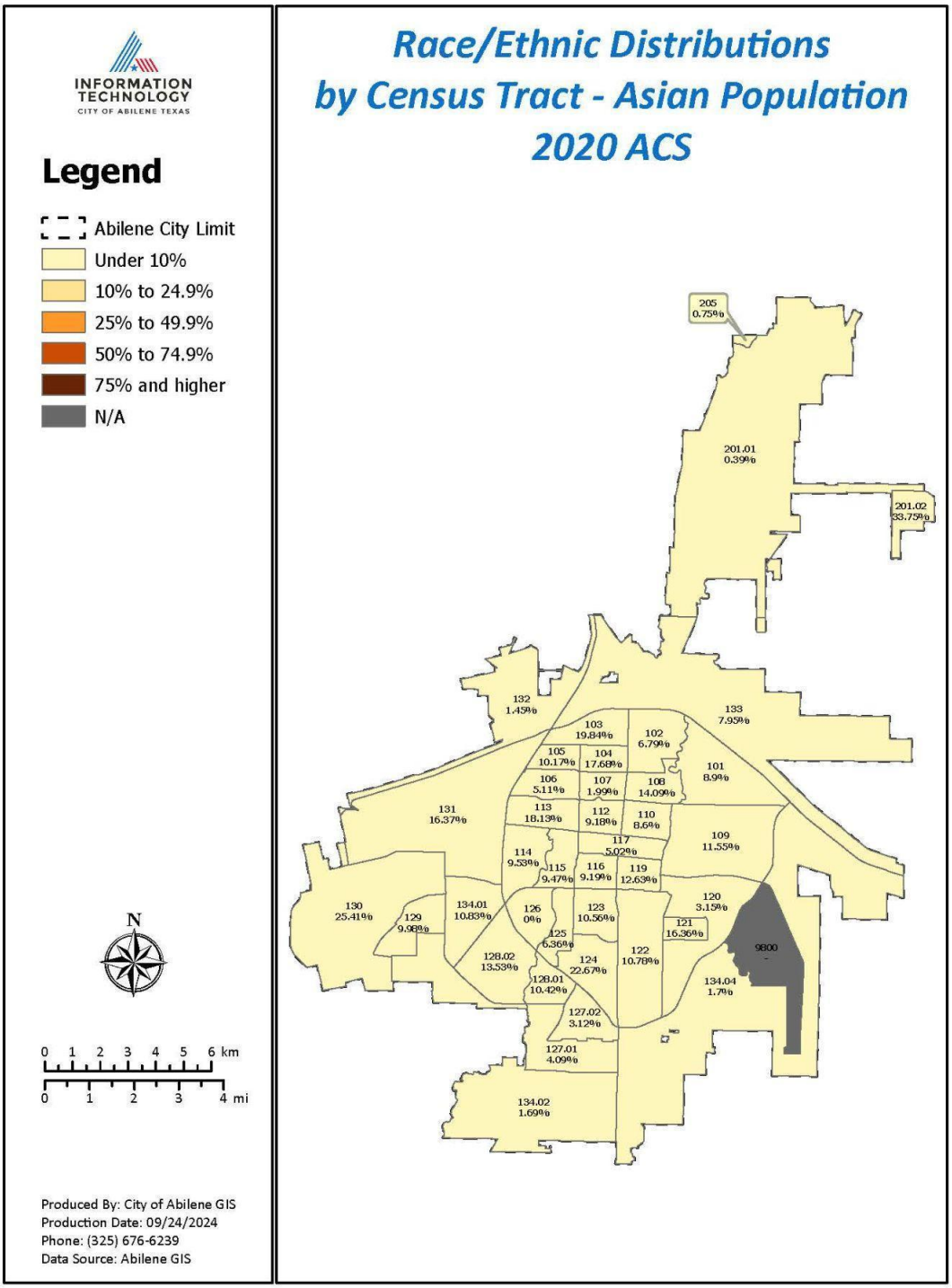

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in the Design, Configuration and Implementation of Network Technologies from Hoover Technology Consulting LLC *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires professional services to support the design, configuration and implementation of network technology systems from Hoover Technology Consulting LLC. Mr. Hoover has the knowledge, skills, abilities and experience in City network technology systems that enable him to provide services to assist the IT Department in the installation, configuration and implementation of network components. These services will be acquired and funded through Minor Improvement Program (MIP) funds in the not-to-exceed amount of $95,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

To be funded as a MIP initiative

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Hoover Roy
2. Professional Services Contract - Hoover Technology Consulting LLC
3. Amendment to Prof Servs Agmt Hoover Technology_PO 253163
4. 20250828 - City Council - Presentation - Roy Hoover

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES TO ASSIST IN THE DESIGN, CONFIGURATION AND IMPLEMENTATION OF NETWORK TECHNOLOGIES FROM HOOVER TECHNOLOGY CONSULTING LLC

WHEREAS, the City Council of the City of Abilene recognizes the need for professional network engineering services to support the design, configuration, and implementation of City network technology systems; and

WHEREAS, the Information Technology Department has negotiated a contract for installation, configuration and implementation network services, with Hoover Technology Consulting LLC; and

WHEREAS, those network engineering services are provided as part of Mr. Hoover's specific knowledge, skills, abilities and experience in City current interim network technologies; and

WHEREAS, this resolution will amend the current contract by an additional $50,000 and the contract will then have a not-to-exceed amount of $95,000; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of professional services from Hoover Technology Consulting LLC; 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 Hoover Technology Consulting LLC for a not-to-exceed amount of $95,000

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

ADOPTED this 28th day of August, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Docusign Envelope ID: 7BD09DE6-6115-42E3-B3A5-6FA8947ABC06

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This Contract, dated the 24th day of July, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Hoover Technology Consulting, LLC ("Professional").

The City is engaged in assessment and redesign of its network infrastructure and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

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

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by October 1, 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.

Docusign Envelope ID: 7BD09DE6-6115-42E3-B3A5-6FA8947ABC06

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.

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"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.

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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:

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___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)

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_X_ 4. Professional Liability	$500,000 combined single limit (per occurrence)
___5. See Addendum for Special Coverages and/or revisions	
___6. No Insurance Required	

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

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.

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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 - IT
555Walnut Street
Abilene, TX 79601

Professional – ATTN:
Hoover Technology Consulting, LLC
668 S. Kinzer Avenue
New Holland, PA 17557

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

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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

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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

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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}

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

CITY OF ABILENE

By: Emily Crawford

Title: City Manager

ATTEST:
DocuSigned by:
Shawna Atkinson
C9A087220196428...
City Secretary

DS

APPROVED:
DocuSigned by:
By: Kelley Messer
8203CEDD49504BD...
City Attorney

PROFESSIONAL

By: Roy Hoover

Title: Owner

Address: 668 S. Kinzer Avenue, New Holland, PA 17557

Phone Number: 717-875-7675

Federal Tax ID#: 87-1293973

ATTEST: (if corporation)
Roy Hoover
Corporation's Secretary

Corporate Seal (if available)

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ATTACHMENT A

Scope of Services

SCOPE OF WORK AND EXPENSE REIMBURSEMENT

1) Scope of Work

a) Network Discovery – Discovery phase includes physical cable plant review, verifying documentation accuracy, collecting information about needed network services for locations, and identify potential issues to delivering appropriate network services.

b) Network Re-Design – Create a network design to match requirements within the budget and time constraints.

c) New Equipment - Recommend equipment, cables, modules, and supplies to be purchased to deploy the new design.

d) Reconfigure/Rebuild Network – Implement the new network design. Configure existing loaner gear to simplify and consolidate the network to prepare for migration. Migrate network from loaner gear to permanent gear.

2) Expense Reimbursement

a) Hourly Rate

1) $170/hour for work on project whether on-site, home office, or other location.

b) Airfare

1) Airfare is reimbursed at commercial Coach Class using lowest reasonable airfare.

2) Up to one checked bag fee is reimbursable.

3) Receipts must be provided.

c) Lodging

1) Hotel lodging will be reimbursed at actual cost not-to-exceed $190.00 nightly room rate, including fees and taxes. The cost of internet (if any) is reimbursable.

2) Hotel “no show” fees and additional in-room amenities such as movies, mini-bar, and room service are not reimbursable.

3) Receipt must be provided.

d) Meals and Incidental Expenses

1) Meals and Incidental expenses are reimbursed at the 2025 IRS per-diem rates for

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Abilene Texas. $68/day and $51/day for the first and last travel day.

2) Receipts not needed.

e) Rental vehicle

1) Auto rental is reimbursable. Rates include unlimited mileage.

2) Car class is limited to compact through full-size vehicles.

3) Receipts must be provided.

f) Tolls and Parking

1) Tolls and Parking fees are reimbursable.

2) Receipts must be provided.

g) Travel Time to and From Abilene

1) Each one-way trip between Pennsylvania and Abilene Texas will incur a flat $680 charge.

h) Job Supplies

1) Incidental job supplies purchased by consultant for use on site and reimbursable with receipts provided.

i) Expense Cap

1) Total expenses shall not exceed $45,000

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ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $170.00 per hour, or per the attached schedule, not to exceed $45,000.00.

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.

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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.

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ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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(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;

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(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
HOOVER TECHNOLOGY CONSULTING, LLC

On July 24, 2025, the City of Abilene, Texas ("City") and Hoover Technology Consulting LLC ("Professional") entered into a Professional Service Agreement ("Agreement"), wherein Professional was contracted to provide IT consulting services.

The City of Abilene, Texas and Professional hereby agree to amend the terms of the Agreement as follows:

Attachment B

Payment Schedule

The not-to-exceed amount shall increase from $45,000.00 to $95,000.00.

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS ___28th___ DAY OF _____August_____, 2025.

CITY OF ABILENE, TEXAS

BY:_____
City Manager

Attest:

_____
City Secretary

PROFESSIONAL

BY:_____
Hoover Technology Consulting, LLC

Attest:

_____
Corporation's Secretary

Hoover Technology Consulting LLC

Professional Services

August 28, 2025

CITY OF ABILENE TEXAS

Network Engineering Services

Network Engineering Services Requirement:

- Network services are required to support the design, configuration, and implementation of City network 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 Roy Hoover given his knowledge, skills, abilities and experience with City network technologies

IT Department Recommendation

- Endorses the requested approval and acquisition of network engineering services required to support the recovery and deployment of City network technologies in the not-to-exceed amount of $95,000

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Commission and Design of the Christopher Robin Sculpture as Part of the Storybook Series *(Lesli Andrews)***

GENERAL INFORMATION

The Abilene Cultural Affairs is requesting approval of the commission and design of the Christopher Robin Sculpture as part of the Storybook series.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommend approval of the commission and design of the Christopher Robin sculpture.

BOARD OR COMMISSION RECOMMENDATION

Visual Arts Jury approved the Christopher Robin sculpture at their July 21, 2025 board meeting.

ATTACHMENTS:

1. 25_8_28 Resolution Commision and Design of Sculpture
2. 25_8_28 Presentation Commission and Design of Sculpture for Public Display

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE COMMISSION AND DESIGN OF THE SCULPTURE FOR PLACEMENT IN THE CLEARFORK BANK STORYBOOK GARDEN ON THE LAWN OF THE ABILENE CONVENTION CENTER.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned Steve Neves to create a Christopher Robin statue; and

WHEREAS, ACAC works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival; and

WHEREAS, the Visual Arts Jury approved the Christoher Robin sculpture at their July 21, 2025 meeting.

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

Part 1: That the City Council approves the commissioning and design of the sculpture for placement in the Clearfork Bank Storybook Garden on the lawn of the Abilene Convention Center.

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

ADOPTED this 28th day of August, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution: Approval of the Commission and Design of a Sculpture for Public Display

CITY OF ABILENE TEXAS

Sculpture Information

- Sculpture by: Steve Neeves
- Material: Bronze
- Location: Clearfork Bank Storybook Garden

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Enprotec, Hibbs & Todd (EHT) for the Design Specifications for the Installation of Generators as part of a FEMA Grant through Texas Division of Emergency Management (TDEM). *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene was awarded a FEMA Grant through the Texas Division of Emergency Management (TDEM) to add/replace generators at up to six(6) locations. The City of Abilene is funding professional engineering services for the design and assembly drawings and specifications for the installation of the generators. This study will help inform the project to ensure the generators purchased are capable of powering the facilities in emergencies. The six locations are Fire Stations 2, 5, 6, and 8; Fire Fleet Facility; and the Rose Senior Center.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The contract amount is $100,000 with funding for the contract coming from the FY 2025 Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approval of the contract with EHT for the design and assembly drawings and specifications for the installation of the generators within the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_8_28 Resolution Contract EHT Design and Assembly Drawings and Secifications Generator Installations (3)
2. EHT contract 8282025
3. 25_8_28 Presentation EHT Professional Services Generator Installations TDEM Grant

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ENPROTEC, HIBBS & TODD FOR DESIGN AND ASSEMBLY DRAWINGS AND SPECIFICATIONS FOR INSTALLATION OF GENERATORS AS PART OF TDEM GRANT.

WHEREAS, the City of Abilene was awarded a Texas Division of Emergency Management (TDEM) Grant to add/replace generators at up to six (6) locations; and

WHEREAS, the City of Abilene is funding professional engineering for the design and assembly drawings and specifications for the installation of generators; and

WHEREAS, the six locations are Fire Stations 2, 5, 6, 8, Fire Fleet Facility and the Rose Senior Center; and

WHEREAS, the total cost of the contract is $100,000 to be funded from FY25 Minor Improvement Fund.

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 hereby authorizes the City Manager to enter into a contract with Enprotec, Hibbs & Todd for the design and assembly drawings for the installation of generators at six locations.

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

ADOPTED this 28th day of August 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 28. 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 company. organized under the laws of the State of Texas. ("Professional").

The City is engaged in design and assemble drawings and specifications for the installation of generators at six (6) sites within the City of Abilene. 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 architect/engineer properly licensed/certified 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 end of TDEM Grant.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X__4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

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:
Lesli Andrews
633 Walnut
Abilene, Texas 79601

Professional – ATTN:
Jordan Hibbs
402 Cedar
Abilene, Texas 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Emily Crawford

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Jordan S. Hibbs

Name: Jordan S. Hibbs, P.E.

Title: President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

Bradley Evans, CPA
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Design and assemble drawings and specifications for the installation of generators at six (6) sites within the City of Abilene. See Attached Exhibit A for details.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

OPTION 2 ___

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

No mechanic, contractor, 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 _X__

Payment is a fixed fee amount of $100,000. payable per monthly invoice 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, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

SCOPE OF SERVICES
HAZARD MITIGATION GRANT PROGRAM - GENERATORS

Consultant (or "Engineer") shall design and assemble drawings and specifications for the installation of generators at six (6) sites within the City of Abilene (City or Owner). The construction of the project is being funded by the Texas Department of Emergency Management (TDEM) through a Hazard Mitigation Grant Program (HMGP) grant that was previously awarded to the City. Engineer shall assist the City with procurement of a qualified contractor to perform the installation work. The full scope of services to be provided by the Engineer is set forth below.

I. *Basic Services – Final Design Phase*

A. Once authorized by the City, the Engineer shall:

1. Review proposed generator sizing (previously performed by others) and confirm or suggest changes for City approval/concurrence.

2. Develop draft plans and standard details for the generator installations at the following six (6) sites:
   a. Abilene Fire Station No. 2
   b. Abilene Fire Station No. 5
   c. Abilene Fire Station No. 6
   d. Abilene Fire Station No. 8
   e. Abilene Fire Fleet Facility
   f. Rose Park Senior Citizen Facility

3. Develop draft specifications for interim City review.

4. Conduct Project Review Meeting with the City based on the draft plans and specifications.

5. Once all comments from the City have been received for the draft plans and specifications, Engineer shall prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the installation Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

6. Provide final drawings and specifications for City review and make any requested changes.

7. Provide an Opinion of Probable Construction Cost to the City.

B. Engineer's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered.

II. *Basic Services - Bidding Phase*

A. After acceptance by the City of the Final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Final 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.

EHT Professional Services For Installation of Generators

CITY OF ABILENE TEXAS

General Information:

- The City of Abilene was awarded a FEMA Grant through the Texas Division of Emergency Management (TDEM) to add/replace generators at up to six (6) locations.
- The City of Abilene is funding professional engineering for the design and assembly drawings and specifications for the installation of generators.
- The six locations are Fire Stations 2, 5, 6, 8, Fire Fleet Facility and the Rose Senior Center.
- The total cost of the contract is $100,000 to be funded from FY25 Minor Improvement Fund.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Bid #CB-2550 with BeBo Works LLC for the Festival Gardens Fence Project *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene needs to replace the fence around Festival Gardens located in Nelson Park. Seven bids were received on Tuesday, August 19, 2025. BeBo Works, LLC. was the lowest bid at $62,850.00.

City of Abilene Parks Division staff will demo the current fence. BeBo Works, LLC. will install the new fence. Installation is expected to take three weeks and begin in October of 2025.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The bid was $62,850. The funds for the Festival Gardens Fence Project will come from Parks Bucks revenue. Parks Division staff will demo the old fence.

STAFF RECOMMENDATION

Staff recommend approval of Bid CB# 2550 to BeBo Works, LLC. in the amount of $62,850 for the Festival Garden Fence Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_8_28 Resolution BeBo Works Festival Garden Fence
2. CB2550 bid tab
3. BeBo Works Festival Gardens Fence contract
4. 25_8_28 Presentation Contract BeBo Works Fence Construction Festival Gardens

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEBO WORKS, LLC.

WHEREAS, the City of Abilene needs to replace the fence around the Festival Gardens located in Nelson Park.; and

WHEREAS, Seven bids were received on Tuesday, August 19, 2025.; and

WHEREAS, the City completed evaluations of all proposals and determined that BeBo Works, LLC was the low bid; and

WHEREAS, the contract is for $62,850 to be paid from the Parks Bucks fund.

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

Part 1: The City Manager is hereby authorized to enter into a contract with BeBo Works, LLC. for the construction of a new fence around Festival Gardens located in Nelson Park.

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

ADOPTED this 28th day of August 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT:
BID NO.: CB-2550
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 19, 2025

ITEM	DESCRIPTION	QTY	UNIT	BE BO WORKS LLC		D & M FENCING LLC		CJ FENCE		HENDERSON BRO'S CONSTRUCTION LLC		BOYD FENCE & WELD		JOE PRIDEMORE FENCE CO	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	FESTIVAL GARDENS FENCE PROJECT				62,850.00		81,800.00		89,101.46		98,244.00		115,000.00		116,490.61
BASE BID					62,850.00		81,800.00		89,101.46		98,244.00		115,000.00		116,490.61
DISCOUNT															
TOTAL BID					62,850.00		81,800.00		89,101.46		98,244.00		115,000.00		116,490.61

*NOTES: INDICATES RECOMMENDED AWARD

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT:
BID NO.: CB-2550
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 19, 2025

				D & J HOLDINGS LLC											
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	FESTIVAL GARDENS FENCE PROJECT				122,559.48										
BASE BID					122,559.48										
DISCOUNT															
TOTAL BID					122,559.48										

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT
(Short Form)

This Contract, dated the 28 day of August, 2025, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and BeBo Works ("Contractor"), a LLC organized under the laws of the State of Tennessee.

I. TERMS

In consideration of $62,850, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

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

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

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

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

II. PAYMENT

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

III. DURATION

Contractor must complete all required work within 180 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

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

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

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

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
X1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
X2.	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)
X3.	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	

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

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

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

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

XVII. SEVERABILITY AND WAIVER

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

XVII. NOTICES

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

ATTN: Lesli Andrews
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Brandon Dunnam, BeBo Works LLC
2348 Old Highway 79
Dover, TN 37058

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

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

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

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

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

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

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

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

By: _____

Name:

Title:

CONTRACTOR

By: _____

Name: Brandon Dunnam

Title: Owner/Operator

ATTEST:

_____

City Secretary

Federal Tax ID#:

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Install black vinyl fencing around Festival Gardens located in Nelson Park.

Construction of a concrete mow strip to be flush with the top of the existing terrain, 6"x10" in dimension, and with (2) rebar reinforcements the entire length on 3" plastic chairs.
Installation of 1,847 Lineal Feet of 7ft. tall, black vinyl fencing. Fencing to consist of: 2 3/8"x9" CQ20 Polyester Blk Spectra Powdercoat Line Posts, 2 7/8x10' DQ40 Poyester Blk ASTM F1043 IC Spectra Posts, 1 5/8x21 SE CQ20 Polyester Blk Spectra Powdercoat Pipe Top Rail, 2"x8Fx7' KK Extruded Blk Spectra Chain Link Fabric,&9ga Tension Wire Blk 10# Coil Heavy Mil Coating Tension Wire.

(1) 24' wide double drive gate to consist of (2) 12'x7'DDG 1 5/8 DQ Blk Spectra DQ/FW gate panels with 4"x10' DQ40 Polyester Blk ASTM F1043 IC Spectra Gate Posts.

Daily clean up of site.

Approximate install timeline 3 weeks.

City of Abilene staff will demo the current fence in preparation for the install.

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 $ per hour, or per the attached schedule, not to exceed $.

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

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

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

OPTION 2 _X__

Payment is in a lump sum amount of $62,850 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Document)

Contract Festival Gardens Fence Replacement

CITY OF ABILENE TEXAS

General Information:

- Request to contract with BeBo Works, LLC.
- The fence around Festival Gardens, located in Nelson Park, needs to be replaced.
- City of Abilene Parks Division staff will demo the current fence.
- The City went out to bid and received seven (7) responses on August 19, 2025.
- The City completed evaluations of all proposals and determined that BeBo Works, LLC. was the low bid.
- The contract is for $62,850 to be paid from the Parks Bucks fund.
- Installation is expected to take three weeks and begin in October of 2025.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Don Green, Director**

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2026 Ram 3500 Tradesman Pickup Truck from Sames Bastrop CDJ of Cedar Creek, TX for the Airport (*Don Green*)**

GENERAL INFORMATION

Fleet services seeks to purchase one (1) 2026 Ram 3500 Tradesman pickup truck for Aviation Services through Sames Bastrop CDJ of Cedar Creek, TX through co-op TIPS Contract # 240901 to replace a unit that has met the end of its useful life expectancy.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. TIPS 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 $60,050.00. The funds for this purchase were planned and included in the FY25 Budget Process. This is $8,050.00 over budget.

STAFF RECOMMENDATION

Fleet Services and Airport staff recommend the purchase of one (1) 2026 Ram 3500 Tradesman pickup truck for the Airport through Sames Bastrop CDJ of Cedar Creek, TX through co-op TIPS Contract # 240901.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP 1T Pickup Resolution
2. FY25 Co-Op 1T Pickup Pricing Worksheet
3. FY25 CO-OP 1T Pickup Addtl Info
4. FY25 CO-OP1T Pickup Budget Vs Actual
5. FY25 CO-OP 1T Pickup PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE ONE 2026 RAM 3500 TRADESMAN PICKUP TRUCK FROM SAMES BASTROP CDJ, CEDAR CREEK, TX THROUGH TIPS CO-OPERATIVE CONTRACT #240901.

WHEREAS, City of Abilene has a need for one 1T pickup truck; and

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

WHEREAS, this unit will be a 2026 Ram 3500 Tradesman pickup truck; and

WHEREAS, City of Abilene received pricing for one 2026 Ram 3500 Tradesman through TIPs Co-Operative Contract #240901, and

WHEREAS, Sames Bastrop CDJ is the TIPS approved vendor for the 1T pickup 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 Sames Bastrop CDJ of Cedar Creek Texas in the amount of Sixty thousand Fifty Dollars and Zero Cents. ($60,050.00) for one 2026 Ram 3500 Tradesman pickup truck through TIPS Co-Operative Contract #240901.

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

ADOPTED this 28th day August 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

QUOTE#: SAG1159
DATE: 08/04/2025
EXPIRES: 09/03/2025

QUOTE FROM:
SAMES BASTROP CDJ
1586 State Hwy 71
Cedar Creek, TX 78612
QUOTE GENERATED BY: Crystal Dennis
OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 | TCOLLINS@SAMES.NET
INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
City of Abilene

VEHICLE INFORMATION:

YEAR|MAKE|MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ram 3500 Tradesman Crew Cab Chassis 4X4 172.4 in WB - CA of 60 DD8L93	TIPS 240901	WHITE	1	$54824.30	$54,824.30

DESCRIPTION:
PW7 Bright White Clearcoat
DFM Transmission: 8-Speed TorqueFlite HD Automatic
24A Quick Order Package 24A Tradesman
DMR 3.42 Axle Ratio
WBF Wheels: 18" x 8.0" Black Painted Steel
TCN Tires: LT275/70R18E BSW All Season
TXX8 Diesel Gray/Black, HD Vinyl
V9X9 Black, Cloth 40/20/40 Bench Seat
40/20/40 Split Bench Seat
Z8U GVWR: 13,500 lb
XXS Upfitter Electronic Module
CK9 Delete Carpet

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
ETM Engine: 6.7L I6 Cummins HO Turbo Diesel Tradesman Level 1 Equipment Group -inc: Convenience Group, Rear View Auto Dim Mirror, For Details Visit DriveUconnect.com, For More Info, Call 800-643-2112, Rear Power Sliding Window, Emergency Vehicle Alert System (EVAS), 12" Touchscreen Display, Tinted Acoustic Windshield Glass, GPS Navigation, Exterior Mirrors w/Heating Element, MOPAR Black Tubular Side Steps, SiriusXM w/360L, Connected Travel & Traffic Services, Mirror Running Lights, Exterior 115V AC Outlet, Alexa Built-In, Carpet Floor Covering, Power-Adjustable Convex Aux Mirrors, OffRoad Information Pages, Trailer Tow Pages, 400W Inverter, Disassociated Touchscreen Display, HD Radio, Power Heat Fold Telescopic Mirrors, Radio: Uconnect 5 Nav w/12.0" Display, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Air Conditioning ATC w/Dual Zone Control, 115V Auxiliary Front Power Outlet, Power Adjust Mirrors, Front & Rear Floor Mats, ParkSense Front/Rear Park Assist System	1	$4675.70	$4,675.70

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR|MAKE|MODEL	VIN#	TOTAL
		-
		-

TRANSPORT	**$550.00**
GRAND TOTAL	**$60,050.00**

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. $500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
1T Pickup

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
2980	Aviation	2000	Chevrolet	CK309030	100,151	-	$76,105.74	Auction*	3 of 4 Points	Met three of four replacement criteria

BUDGET vs ACTUAL COSTS
1T Pickup Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
2980	5001	Aviation	1T Pickup Truck	$52,000.00	$60,050.00	$8,050.00
				$52,000.00	$60,050.00	$8,050.00

Over Budget

One Ton Pickup

CITY OF ABILENE TEXAS

Co-op One Ton Pickup

- Replacement unit 2980 for the Airport
- Unit to be a 2026 Ram 3500 Tradesman
- TIPS Co-op purchase through Sames Bastrop CDJ

CITY OF ABILENE TEXAS

Co-op One Ton Pickup

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Don Green, Director**

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) Freightliner M2-106 Cab & Chassis with a Leech 2R3 Rear Load Refuse Body from Houston Freightliner of Houston TX for Solid Waste Services (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) Freightliner M2-106 cab & chassis with a Leech 2R3 rear load refuse body from Houston Freightliner of Houston TX for Solid Waste Services through H-GAC Co-Operative Contract #HT06-20

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 $253,989.00. The funds for this purchase were planned and included in the FY25 Budget Process. This is $28,989.00 over budget.

STAFF RECOMMENDATION

Fleet Services and Solid Waste Services staff recommend the purchase of one (1) Freightliner M2-106 cab & chassis with a Leech 2R3 rear load refuse body from Houston Freightliner of

Houston TX for Solid Waste Services through HGAC Co-Operative Contract #HT06-20

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Rear Loader Refuse Truck Resolution (1)
2. FY25 Rear Loader HGAC Pricing Worksheet
3. FY25 CO-OP Rear Loader Addtl Info
4. FY25 CO-OP Rearloader Budget Vs Actual (1)
5. FY25 CO-OP Rear loader PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE ONE FREIGHTLINER M2 106, CONVENTIONAL CAB AND CHASSIS WITH A LEACH 2R3 REAR LOAD REFUSE BODY FROM HOUSTON FREIGHTINER, HOUSTON TX, THROUGH HGAC CO-OPERATIVE CONTRACT #HT06-20.

WHEREAS, City of Abilene has a need for One Rear-Loader Refuse Truck; and

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

WHEREAS, These units will be Freightliner M2-106 cab & chassis with a Leech 2R3 rear load refuse body; and

WHEREAS, City of Abilene received pricing for one Freightliner M2-106 cab & chassis with a Leech 2R3 rear load refuse body through HGAC Co-Operative Contract #HT06-20, and

WHEREAS, Houston Freightliner is the HGAC approved vendor for the Rear-loader Refuse 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 Fifty-Three Thousand, Nine Hundred Eighty-Nine Dollars and Zero Cents. ($253,989.00) for one Freightliner M2-106 cab & chassis with a Leech 2R3 rear load refuse body through HGAC Co-Operative Contract #HT06-20.

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

ADOPTED this 28th day August 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	7/18/2025

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:	D6	Description:	M2-106, Conventional Cab, SBFA, TRA (PRL-20M)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 97722

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 300 HP 860 LB FT TQ ENGINE	8747	11/32x3-1/2x10-15/16" Frame 120KSI	464
3500 RDS AUTOMATIC TRANSMISSION	5033	1/4" Inner Frame Reinforcement	775
DA-F-14.7-3 14,700 LB FRONT AXLE	602	RH 50 Gallon Fuel Tank	645
14,600 LB TAPERLEAF FRONT SUSPENSION	393	LH 80 Gallon Fuel Tank	218
RT-46-160P 46,000 LB REAR AXLE	3645	AM/FM/WB Radio with Bluetooth	368
HAULMAXX 46,000 LB REAR SUSPENSION	3405	2-1/2" Fender Extensions	206
Battery Disconnect MTD LH of Driver Seat	150	Basic High Back Air Driver Seat	159
LH/RH 8" Bright Convex Fender Mirrors	104	2 Man Passenger Seat	144
Compression Brake	1930	Adjustable Steering Column	359
Dual West Coast Mirrors w/LH-RH Remote	215	Leach 2R3 Heavy Duty Residential	119801
Driver Controlled Differential Lock (Both Axles)	1124	**Subtotal From Additional Sheet(s):**	
222" Wheelbase	835	**Subtotal B:**	149322

HGACBuy THE SMART PURCHASING SOLUTION

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%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	247044	=	Subtotal D:	247044

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** 1000

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

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	CUM L9: 5 YR / 100,000 ML WARRANTY	1800
Discount	-85	CUM L9: 5 YR / 100,000 ML /AFTERTREATMENT	855
		Subtotal F:	5945

Delivery Date: **G. Total Purchase Price (D+E+F):** 253989

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Rear Loader

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
NBI	Solid Waste									

BUDGET vs ACTUAL COSTS
Rearloader

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
NBI	4104	Solid Waste	Rear Loader	$225,000.00	$253,989.00	$28,989.00
				$225,000.00	$253,989.00	$28,989.00

Over Budget

Rear Loader

CITY OF ABILENE TEXAS

Co-op Rear Loader

- New Budget Item for Solid Waste Services
- Needed for a new route
- HGAC Co-op purchase through Houston Freightliner

CITY OF ABILENE TEXAS

Co-op Rear Loader

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Don Green, Director**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the Award of the Federal Aviation Administration's FY25 Airport Improvement Program Entitlement Grant *(Don Green)***

GENERAL INFORMATION

Abilene Regional Airport (ABI) receives an annual Entitlement Grant from the Federal Aviation Administration's Airport Improvement Program (AIP). This grant is based on the enplaned/boarded commercial passengers at ABI. AIP is funded nationally by the taxes charged on the sale of airline tickets and aviation fuels. AIP grants can only be used for eligible capital purchases/projects and cannot be used for airport operating costs.

This FY25 grant will fund the purchase of a replacement Aircraft Rescue Fire Fighting Truck, Amendment 1 of the Terminal project design task order with Parkhill, the Capital Implementation Services consultant, and a pavement condition study for the two runways. The Airport's FY24 AIP grant was deferred last year to be added to the FY25 grant to maximize funding available for the ARFF Truck purchase and add a year of eligibility to be used for the Terminal project.

The grant will be in the amount of $2,466,333.00 and will fund 95% of these projects' costs. Unused funds may be combined with a following year's AIP grant for future eligible use.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The grant funds 95% of the listed project costs and the City must provide the 5% match of

$129,807.00. The combined funding is $2,596,140.00.

STAFF RECOMMENDATION

Staff recommends accepting this grant.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its August 13, 2024 meeting.

ATTACHMENTS:

1. FY25 AIP Grant Resolution 8-28-25
2. FY25 AIP Grant Offer Presentation (8-28-25)

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 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 is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, Abilene Regional Airport has demonstrated to the FAA the need for Fiscal Year 2025 grant funding to make continue design of improvements and expansion of the airport terminal, a replacement ARFF Truck, coordinated capital planning, and a runway 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 $2,466,333.00, and the City's match is expected to be $129,807.00.

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 $2,466,333.00 from FAA, which requires a 5% local match of $129,807.00, for eligible projects and purchases at Abilene Regional Airport.

ADOPTED this 28th day of August 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

CITY OF ABILENE TEXAS

FY25 AIP Grant Award

- The airport receives a grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on passenger boardings.
- The grant is in the amount of $2,466,333.00 and will fund 95% of the cost of the airport's FY25 eligible projects and purchases.
- The grant will be used to help fund continued design costs of the terminal improvement and expansion project, capital planning consulting, purchase of a replacement Aircraft Rescue Fire Fighting Truck, and a runway pavement condition study.

CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

FROM: **Don Green, Director**

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept a Military Installation Readiness Grant from the U.S. Department of Defense *(Don Green)***

GENERAL INFORMATION

The City of Abilene has submitted an application for a Military installation Readiness Grant from the U.S. Department of Defense to study the impacts of various natural (weather-related) and other sources of threats to Dyess Air Force Base's ability to conduct its missions.

The grant will fund 90% of the cost of a consultant to provide technical study and deliverables regarding a threat and vulnerability assessment, identification of critical installation-supporting community infrastructure and essential services, assist with holding stakeholder engagement/workshops, and developing geospatial mapping and geodata services, and strategies to address these.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No City of Abilene funds will be used for this project. However, some staff time will be provided by various City departments involved in this study. The 10% cash match of up to $50,000 will come from the Development Corporation of Abilene.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant when awarded by the U.S. Department of Defense.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. MIR Grant Acceptance Resolution 8-28-25
2. MIR Grant Award Presentation (8-28-2025)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACCEPTING A MILITARY INSTALLATION READINESS GRANT FROM U.S. DEPARTMENT OF DEFENSE'S OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION (OLDCC)

WHEREAS, the City of Abilene (City) has a vested interest in supporting the missions of Dyess Air Force Base and its co-existence with the City and surrounding jurisdictions and communities; and

WHEREAS, the City was asked to apply for a Military Installation Readiness (MIR) Grant for the purpose of identifying natural, weather-related, and utilities-related disruptions that could impact the missions of Dyess Air Force Base and recommend actions to minimize such threats; and

WHEREAS, the OLDCC grant will be in the amount of $452,000.00 to provide 90% of the estimated costs for this project, including contracting with a qualified consultant; and

WHEREAS, the Development Corporation of Abilene has agreed to provide the 10% local match of up to $50,000.00; and

WHEREAS, City staff from various departments will be involved in this study and management of the grant.

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

1. That the City Manager is authorized to accept award of this grant from OLDCC.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 28th Day of August 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

CITY OF ABILENE TEXAS

Dyess AFB Military Installation Resiliency/Recovery Grant Award

- The City of Abilene has submitted an application for a Military Installation Readiness Grant from the U.S. Department of Defense to study the impacts of various natural (weather-related) and other sources of threats to Dyess Air Force Base's ability to conduct its missions.

CITY OF ABILENE TEXAS

- The grant will fund 90% of the cost of a consultant to provide technical study and deliverables regarding a threat and vulnerability assessment, identification of critical installation-supporting community infrastructure and essential services, assist with holding stakeholder engagement/workshops, and developing geospatial mapping and geodata services, and strategies to address these.

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Take Action on a Request from TXAN LP for a Resolution of Support to be in Compliance with HB 21 of the 89th Legislation (*Tim Littlejohn)***

GENERAL INFORMATION

- TXAN LP is looking for a resolution support as required by the new 89th legislation HB 21 located at 2411 N Willis St.
- This Bill requires municipalities under a population of 200,000 to renew their support in order to be compliant under this bill. TXAN LP is not looking for any additional benefits that hasn't been granted previously, but rather gain compliance with HB 21.
- The previous resolution of support along with this continued resolution of support will keep them in compliance with existing Fannie Mae loan.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2411 N Willis St resolution
2. 2411 N Willis St Presentation (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, SUPPORTING AND AUTHORIZE TXAN, LP, TO EXERCISE POWERS GRANTED TO HOUSING FINANCE CORPORATIONS UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 394, AS AMENDED BY THE 89TH TEXAS LEGISLATURE

WHEREAS, the City of Abilene, Texas, a home-rule municipality, recognizes the role of the private sector in serving the public need for affordable housing for it's most economically disadvantaged residents; and

WHEREAS, the City finds that prior to April 29th, 2022, the multi-family property known as the Summit at Abilene North Apartments, located at 2411 N. Willis Street (the Property) was a Project-Based Section 8 multifamily residential property in a state of disrepair, not meeting reasonable standards of decent, safe and affordable housing; and

WHEREAS, in this condition under prior ownership, and due to federally imposed rent restrictions, the Property did not contribute significantly to the City tax rolls; and

WHEREAS, upon acquisition by TXAN, LP, significant amounts have been invested into the rehabilitation and improvement of the property; and

WHEREAS, the City finds that upon acquisition by TXAN, LP, a property tax exemption under Texas Local government Code 394 has been in place and enabled rehabilitation of the Property that has improved living conditions for both neighbors and residents; and

WHEREAS, the City finds that such rehabilitation was only feasible for the private developer but for the tax abatement provided by Ch. 394 of the Texas Local Government Code, in partnership with a non-City sponsored Housing Finance Corporation (HFC);

WHEREAS, the City finds that in addition to such rehabilitation, the Property's provision of 100% of its 130 unit rents maintained at or below 0% of the area median income significantly exceeds both the minimum rent reduction requirements of the Texas Local Government Code Chapter 394, as amended by The 89th Texas Legislature, as well as the federal Low Income Housing Tax Credit Program as administered under Texas Government Code Chapter 2306; and

WHEREAS, such rehabilitation and rent reduction on the Property are in the best interests of the City and its residents; and

WHEREAS, the City finds that the public benefit of the improvements to the property are equal to or greater than the value of the tax exemption; and

WHEREAS, the City does not presently sponsor an HFC that could enter into such an agreement; and

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

PART 1: That the City of Abilene approves the ownership of the Property known as the Summit at Abilene North Apartments, located at 2411 N. Willis Street by TXAN, LP;

PART 2: the City ratifies and consents, with respect to the Property, to the right of TXAN, LP to the ongoing exercise of powers granted to Housing Finance Corporations under Texas Local Government Code Chapter 394, as amended by The 89th Texas Legislature, for the purpose of providing a multifamily property of 130 dwelling units with decent, safe, and sanitary conditions at rates affordable to residents earning 50% or less than the area median income.

ADOPTED this 28th day of August, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution of support for 2411 N Willis St.

CITY OF ABILENE TEXAS

- TXAN LP is looking for a resolution support as required by the new 89th legislation HB 21 located at 2411 N Willis St.
- This Bill requires municipalities under a population of 200,000 to renew their support in order to be compliant under this bill. TXAN LP is not looking for any additional benefits that hasn't been granted previously, but rather gain compliance with HB 21.
- The previous resolution of support along with this continued resolution of support will keep them in compliance with existing Fannie May loan.

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **21. Ordinance (First Reading) Z-2025-21: Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Rezone Approximately 30.91 Acres From A Planned Development District (PDD-58) To A Planned Development District (PDD-195). Located At 1873 Maple Street. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 30.91 acres from Planned Development District 58 (PDD-58) to a Planned Development District (PDD-195).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. ordinance
2. Staff Report
3. Concept Plan
4. Legal Description
5. PD Verbage
6. 1619 Sweetwater Ln
7. Parcel 1094917
8. 1614 Sweetwater Ln - opposition
9. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CREATING A PLANNED DEVELOPMENT DISTRICT (PDD-195); 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 28th 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, said publication being on the 18th day of July, 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 11th day of September, 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 11th day of September, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

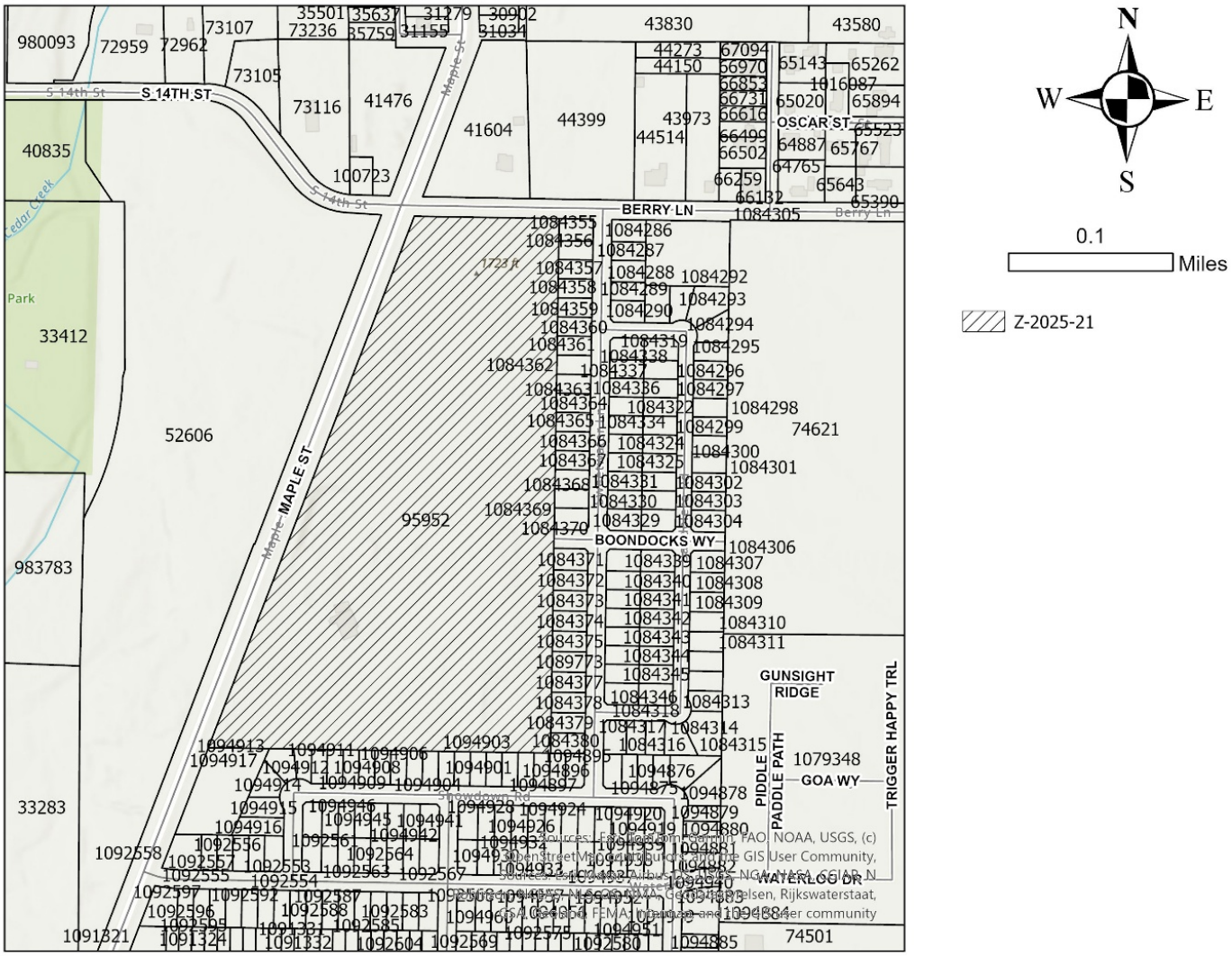
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from a Planned Development District (PDD-58) to Planned Development District (PDD-195) subject to the requirements set out in Exhibit B and the Concept Plan shown in Exhibit C.

Legal description being Lot 101 Replat, Block A, Parkview Section 2.

Located at 1873 Maple Street



ORDINANCE NO. _____

EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of this Planned Development District (PDD) is to allow for the development of residential homes with 50' minimum lot width, 5,000sq ft lots, and internal side setbacks of 5'.

Specific Modifications: This Planned Development District shall be subject to the requirements of the Residential Single-Family (RS-6) zoning district, except as modified below:

- Minimum lot width: 50'
- Minimum lot area: 5,000 sqft.
- Minimum setbacks:
    - Side yard – 5'

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the RS-6 zoning classification.

ORDINANCE NO. _____

EXHIBIT C

END

ZONING CASE
Z-2025-21
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: August 5, 2025
City Council 1st Reading: August 28, 2025
City Council 2nd Reading: September 11, 2025

Applicant
Jacob & Martin

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 30.91 acres from Planned Development District 58 (PDD-58) to a Planned Development District (PDD-195).

Location
1873 Maple Street

Background
The subject property was originally zoned Agricultural Open (AO), Light Industrial (LI), and General Commercial (GC) and rezoned to Planned Development District (PDD-58) in 1995 with an amendment to the Planned Development District (PDD-58) in 1997. Planned Development District 58 (PDD-58) use was to allow for a water park and amusement facilities.

The applicant proposes to use the property for single-family residences with specific modifications. The applicant has proposed to modify the lot size to allow a minimum lot size of 5,000sq ft as well as reduce the side yard setback to five feet instead of the standard six feet. The concept plan shows the new subdivision as a continuation of the Cimarron Meadows Section 1 and Section 2B.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Residential (Single Family)
East	RS-6	Residential (Single Family)
South	PDD	Residential (Single Family)
West	PDD	Vacant

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
The property will be required to replat before any construction can take place, and this will be addressed at that time.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning & Zoning Recommendation

P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Concept plan
- Metes and Bounds Description
- PD Verbiage

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 18th, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

OWNER	SITUS	PROP_ID	RESPONSE
ABBEY FITZGERALD CARL &	1649 SWEETWATER LN	1084336	
BARKER LAURA L	1835 SWEETWATER LN	1084348	
BENGE JEAN & GINA MANZANZA	1732 SWEETWATER LN	1084369	
BENTON CHASE	1626 SWEETWATER LN	1084359	
BRO SERVICES INC	292 SHOWDOWN RD	1094895	
BRO SERVICES INC	280 SHOWDOWN RD	1094897	
BRO SERVICES INC	202 SHOWDOWN RD	1094904	

BRO SERVICES INC	208 SHOWDOWN RD	1094903	
BRO SERVICES INC	250 SHOWDOWN RD	1094902	
BRO SERVICES INC	256 SHOWDOWN RD	1094901	
BRO SERVICES INC	262 SHOWDOWN RD	1094900	
BRO SERVICES INC	268 SHOWDOWN RD	1094899	
BRO SERVICES INC	274 SHOWDOWN RD	1094898	
BRO SERVICES INC	286 SHOWDOWN RD	1094896	
BRYAN JORDAN & CELEST	1542 MAPLE ST	41476	
BURNS MATTHEW &	1601 SWEETWATER LN	1084286	
CAULDER ALVIN D JR & TONYA A	1638 SWEETWATER LN	1084361	
CHARPENTIER RYAN	1731 SWEETWATER LN	1084330	
CHEE CYRUS	1820 SWEETWATER LN	1084374	
CIMARRON MEADOWS DEV CORP		1094917	**F**
CLAGETT FERNANDO G &	401 BRANDYWINE LN	1084318	
CUBERO JOSE DAVID CASTRO & JENNIFER NOEMI	1808 SWEETWATER LN	1084372	
DEMPSEY CHRISTIAN & JORDAN KEISER-	1811 SWEETWATER LN	1084352	
DINH KHAM & TRUONG TRUNG	1642 SWEETWATER LN	1084362	
DOWNEY HOLDINGS, LLC	154 SHOWDOWN RD	1094912	
DOWNEY HOLDINGS, LLC	160 SHOWDOWN RD	1094911	
DOWNEY HOLDINGS, LLC	166 SHOWDOWN RD	1094910	
DOWNEY HOLDINGS, LLC	172 SHOWDOWN RD	1094909	
DOWNEY HOLDINGS, LLC	178 SHOWDOWN RD	1094908	
DOWNEY HOLDINGS, LLC	184 SHOWDOWN RD	1094907	
DOWNEY HOLDINGS, LLC	190 SHOWDOWN RD	1094906	
DOWNEY HOLDINGS, LLC	196 SHOWDOWN RD	1094905	
EVANS JOSEPH	1648 SWEETWATER LN	1084363	
FELDMAN ELIJAH ISRAEL	1842 SWEETWATER LN	1084378	
FRAGOMELI MARCUS I	1738 SWEETWATER LN	1084370	
GEORGE JAHZAIR MEKHI	1832 SWEETWATER LN	1089773	
GRIGSBY JOY LANELL	1823 SWEETWATER LN	1084350	
GWINN JASON &	1902 SWEETWATER LN	1084379	
HAKIZIMANA EMMANUEL	1726 SWEETWATER LN	1084368	
HAM CAROL BETH	208 BERRY LN	41604	
HD OPERATIONS LP	1873 MAPLE ST	95952	
HD OPERATIONS LP	1621 MAPLE ST	95952	
HD OPERATIONS LP	209X BERRY LN	95952	
HOBBS LINDA	100 S 14TH ST	100723	
J&T LEGEND HOMES ABILENE LLC	1620 SWEETWATER LN	1084358	
J&T LEGEND HOMES ABILENE LLC	1608 SWEETWATER LN	1084356	
J&T LEGEND HOMES ABILENE LLC	1602 SWEETWATER LN	1084355	
J&T LEGEND HOMES ABILENE LLC	209X BERRY LN	1084355	
J&T LEGEND HOMES ABILENE LLC	302 SHOWDOWN RD	1094873	
JUAREZ CHEYLA	1801 SWEETWATER LN	1084354	
LEWIS KAYTLYNN	1709 SWEETWATER LN	1084334	
LINDA JOY LEININGER LIVING TRUST	1619 SWEETWATER LN	1084289	**F**
MARTINEZ BRENDA	1613 SWEETWATER LN	1084288	
MCGOWAN ANTHONY	1721 SWEETWATER LN	1084332	
MMEMBE USENI KANONI	1826 SWEETWATER LN	1084375	
MORELL LESLIE	1908 SWEETWATER LN	1084380	

NORMAN THOMAS A & ASHLEY	1703 SWEETWATER LN	1084335	
OBI CYRIL	1737 SWEETWATER LN	1084329	
PARNELL MICHAEL E & JAMIE	1714 SWEETWATER LN	1084366	
PITTMAN JALEEL &	1607 SWEETWATER LN	1084287	
PURE PERFORMANCE ESTATE INC	1639 SWEETWATER LN	1084338	
ROBERTS JASPER D & MARISSA G	1702 SWEETWATER LN	1084364	
ROBISON CODY	1643 SWEETWATER LN	1084337	
SANCHEZ SIERRA MACKENZIE	1632 SWEETWATER LN	1084360	
SANDOVAL LUIS GERARDO &	1817 SWEETWATER LN	1084351	
SHERMAN JASON & MELISSA	1829 SWEETWATER LN	1084349	
SIQUEIROS MARCO A III & CHELSEA	1838 SWEETWATER LN	1084377	
SMITH LANDAN JAMES	1625 SWEETWATER LN	1084290	
SOTO JOSEPH	1720 SWEETWATER LN	1084367	
SWEARENGIN DAVID	1727 SWEETWATER LN	1084331	
T JOHNSON HOMES LLC	167 SHOWDOWN RD	1094946	
T JOHNSON HOMES LLC	173 SHOWDOWN RD	1094945	
T JOHNSON HOMES LLC	179 SHOWDOWN RD	1094944	
T JOHNSON HOMES LLC	191 SHOWDOWN RD	1094942	
T JOHNSON HOMES LLC	185 SHOWDOWN RD	1094943	
T JOHNSON HOMES LLC	161 SHOWDOWN RD	1094947	
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T JOHNSON HOMES LLC	265 SHOWDOWN RD	1094927	
T JOHNSON HOMES LLC	259 SHOWDOWN RD	1094928	
T JOHNSON HOMES LLC	155 SHOWDOWN RD	1094948	
T JOHNSON HOMES LLC	197 SHOWDOWN RD	1094941	
T JOHNSON HOMES LLC	253 SHOWDOWN RD	1094929	
T JOHNSON HOMES LLC	1934 RAWHIDE RD	1094915	
T JOHNSON HOMES LLC	1928 RAWHIDE RD	1094914	
T JOHNSON HOMES LLC	1922 RAWHIDE RD	1094913	
TABADERO MARY LOURDES	1839 SWEETWATER LN	1084347	
TAVARES ANDREW KALANI & ANGELA RENEE	1715 SWEETWATER LN	1084333	
TAYLOR CLAY D & ANGELA CELESTE	1814 SWEETWATER LN	1084373	
THE CHARLES J SCHWERTNER FAMILY TRUST	201 S 14TH ST	52606	
THE CHARLES J SCHWERTNER FAMILY TRUST	1620 MAPLE ST	52606	
THE CHARLES J SCHWERTNER FAMILY TRUST	1616 X MAPLE ST	52606	
TREVINO JASON D	1708 SWEETWATER LN	1084365	
URRUTIA GABRIEL & WASHINGTON KAYLEN	1807 SWEETWATER LN	1084353	
WILLIAMS STEVEN LEE & JESSIE MAYE	1614 SWEETWATER LN	1084357	**O**
ZAPATA JOE JACOB MICHAEL	1802 SWEETWATER LN	1084371	

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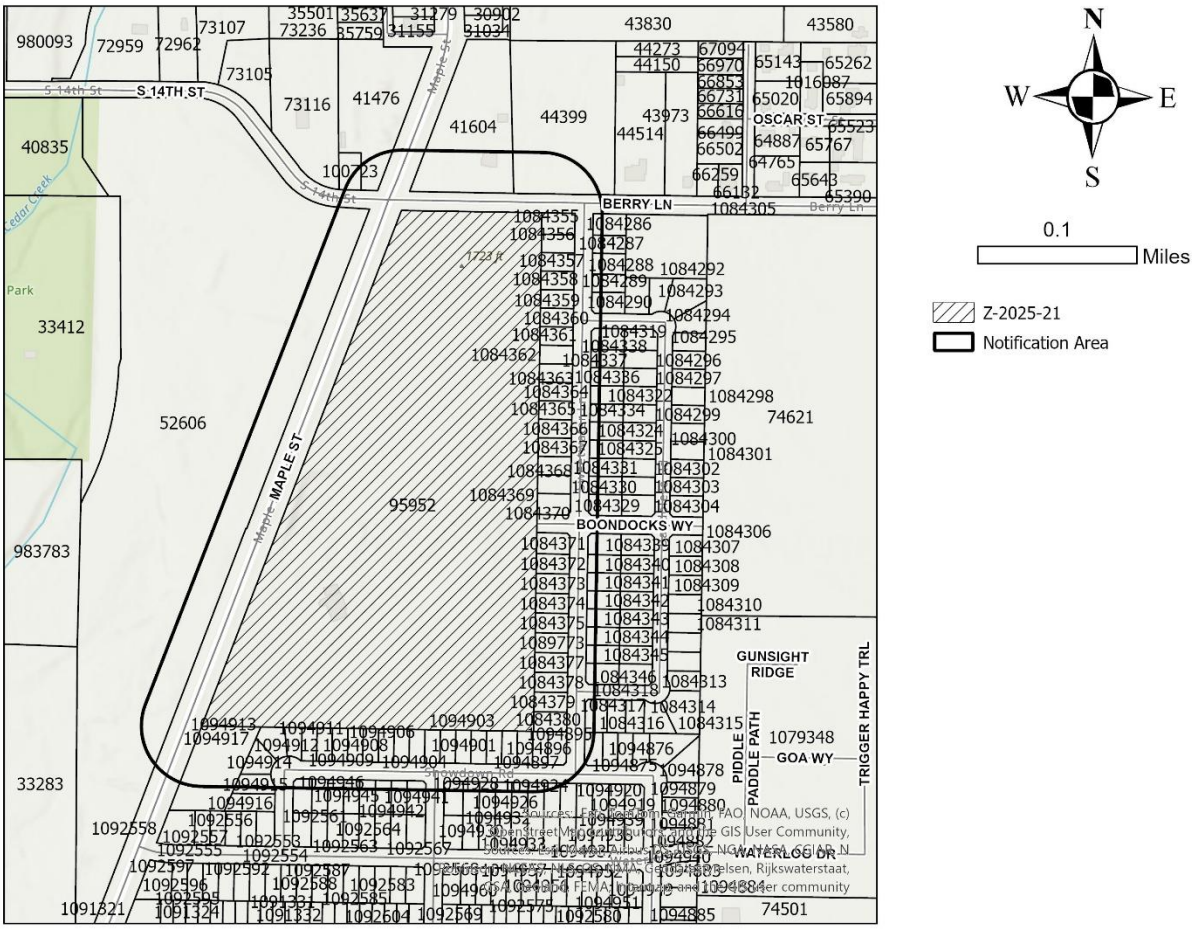
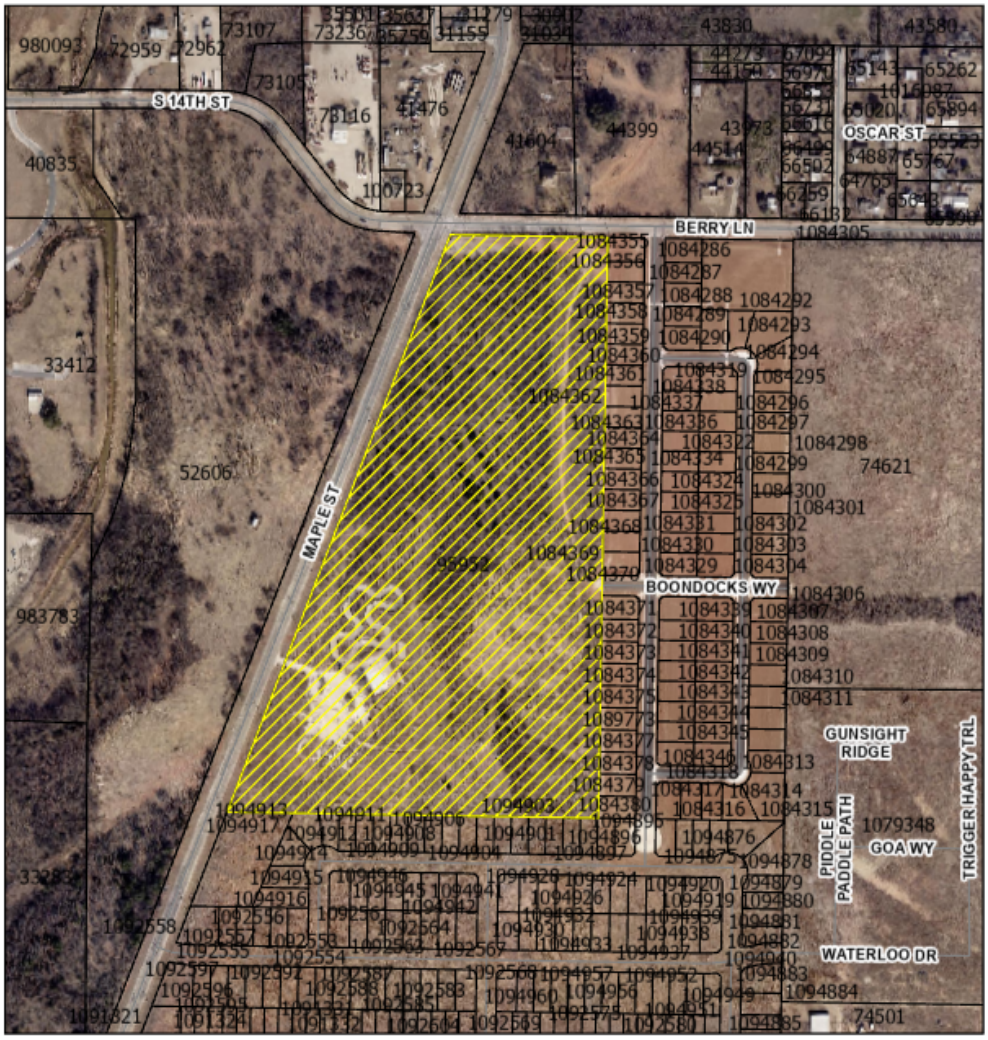
T JOHNSON HOMES LLC	155 SHOWDOWN RD	1094948	

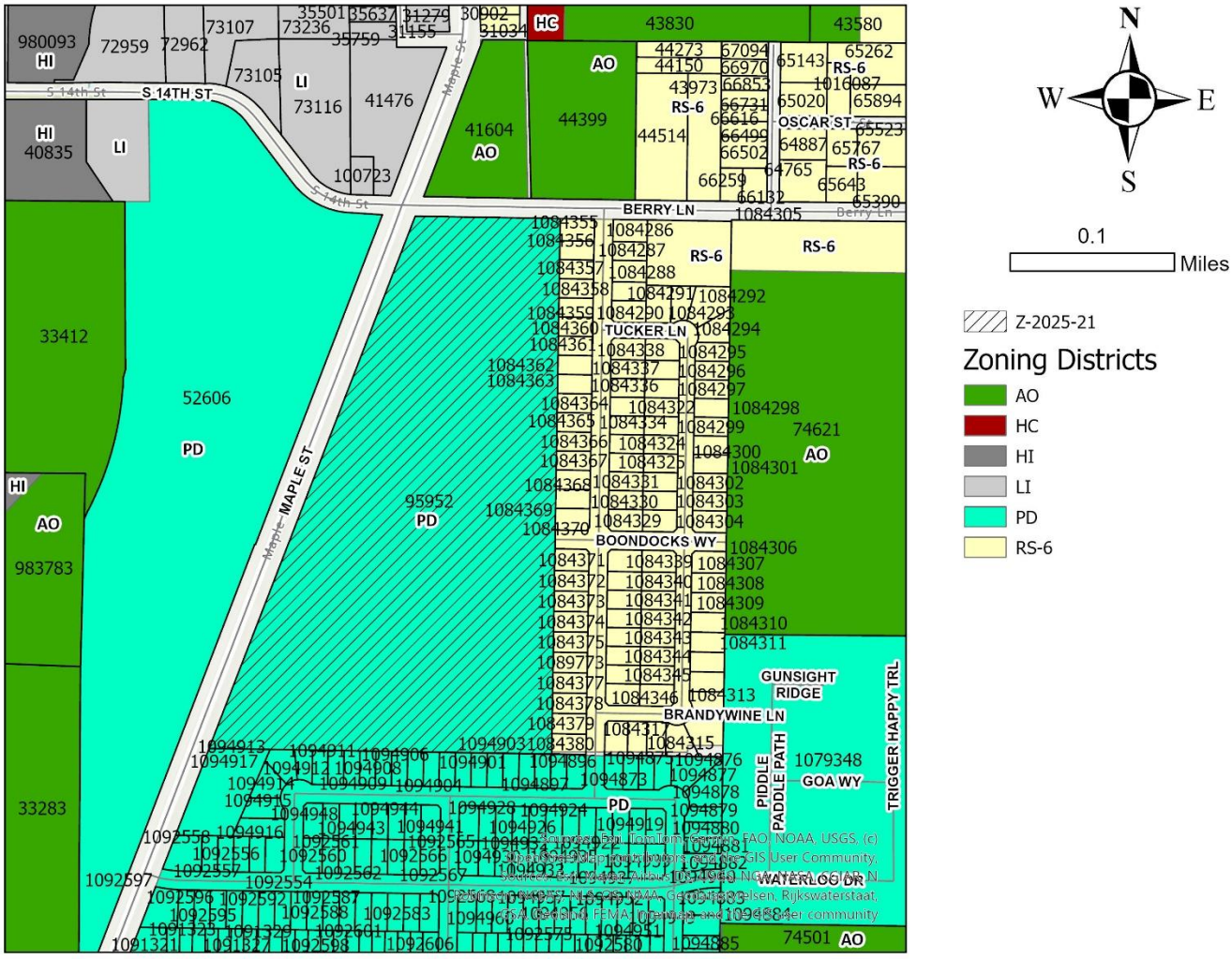
NOTIFICATION MAP



LOCATION MAP



ZONING MAP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Z-2025-21
Zoning Districts
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MAPLE ST
BERRY LN
TUCKER LN
BOONDOCKS WY
BRANDYWINE LN
GUNSIGHT RIDGE
PIDDLE PATH
GOA WY
TRIGGER HAPPY TRL
WATERLOO DR
OSCAR ST
Esri Community Maps Contributors, Texas Parks & Wildlife, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Source: Esri, Maxar, Earthstar Geographics, CNES/Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS User community

X:\CM_Jerry_Hallmark\24159 - 31 Acre Maple & Berry Development - Jerry Hallmark\Drafting_Preliminary\Hallmark Feasibility (Next to Cimarron Meadows) RS-5B.dwg

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SEQ. 1 | SHEET

NO.	REVISION	DATE

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

SCALE 1" = 100'
PROJECT # 24159
DESIGNED
DRAWN
CHECKED

HALLMARK

MAPLE & BERRY LANE DEVELOPMENT

ABILENE, TEXAS

PRELIMINARY RS-5 LOT LAYOUT
OPTION 2

JACOB MARTIN
FIRM# F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR. STE 204
WEATHERFORD, TX 76086
817-594-9880

1014 BROADWAY STREET
LUBBOCK, TX 79401
806-368-6375

JACOB | MARTIN

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
TBPELS Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "PD" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a **30.912 acre** zoning tract, and being all of Lot 101, Block A, Parkview Addition, Section 2, as shown per replat recorded in Cabinet 4, Slide 560, Plat Records, Taylor County, Texas. Said **30.912 acre** tract being more particularly described as follows:

BEGINNING at a point for the northwest corner of this described tract and said Lot 101, and being at the intersection of the southeasterly right-of-way line of Maple Street (100 feet wide) with the south line of Berry Lane (no dedication width found);

THENCE S89°06'55"E along the north line of this described tract and said Lot 101, and along the south line of said Berry Lane, for a distance of 106.34 feet to a slight angle point;

THENCE S89°02'59"E, and continuing along the north line of this described tract and said Lot 101, and along the south line of said Berry Lane, for a distance of 359.54 feet to a point for the northeast corner of this described tract and said Lot 101, and being at the northwest corner of Cimarron Meadows Addition, Section 1, as shown per replat recorded in Cabinet 4, Slide 630 of said Plat Records;

THENCE S00°55'26"W along the east line of this described tract and said Lot 101, and along the west line of said Cimarron Meadows Addition, Section 1, for a distance of 1719.32 feet to a point for the southeast corner of this described tract and said Lot 101, and being at the southwest corner of said Cimarron Meadows Addition, Section 1, and being in the north line of Cimarron Meadows Addition, Section 2C as shown per plat recorded in Cabinet 5, Slide 113 of said Plat Records;

THENCE N89°04'34"W along the south line of this described tract and said Lot 101, and along the north line of said Cimarron Meadows Addition, Section 2C, for a distance of 1100.36 feet to a point for the southwest corner of this described tract and said Lot 101, and being at the most westerly northwest corner of said Cimarron Meadows Addition, Section 2C, and being in the southeasterly right-of-way line of said Maple Street;

THENCE N21°10'42"E along the northwesterly line of this described tract and said Lot 101, and along the southeasterly line of said Maple Street, for a distance of 1832.74 feet to the **POINT OF BEGINNING** and containing **30.912 acres** of land, more or less.

EXHIBIT "A"

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of the Planned Development District (PDD) is to allow for development of residential homes with 50' minimum lot width, 5,000 s.f. lots, and internal side setbacks of 5'.

Specific Modifications:

This Planned Development District shall be subject to the requirements of the Residential Single-Family District-6 (RS-6) zoning district, except as modified below:

1. Site Layout & Building Requirements
    i. Lot Area:
        1. 5,000 Minimum s.f.
    ii. Lot Width:
        1. 50' Minimum width
    iii. Setbacks:
        1. Side Yard: 5-feet

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the RS-6 zoning classification.

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

---

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-21

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	95952	Your Name:	LINDA JOY LEININGER LIVING TRUST	I am in favor of the request ☒ with conditions of adding park
Requestor's Property Zoning:	PDD-58	Your Property Address:	1619 SWEETWATER LN	
Requestor's Proposed Zoning:	PDD-195	Your Parcel ID:	1084289	I am opposed to the request ☐

Signature:

JUL 28 PM 2:20

Additional Comments: You need to make a park out of part of the property with swings and slides and walking paths because of the number of people moving in to area

Kirby Park has no amenities

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-21

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

AUG 4 AM 11:58

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

Requestor's Parcel ID: 95952

Requestor's Property Zoning: PDD-58

Requestor's Proposed Zoning: PDD-195

Your Name: CIMARRON MEADOWS DEV CORP

Your Property Address:

Your Parcel ID: 1094917

I am in favor of the request ☒

I am opposed to the request ☐

Signature:

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-21

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID: 95952

Requestor's Property Zoning: PDD-58

Requestor's Proposed Zoning: PDD-195

Your Name: WILLIAMS STEVEN LEE & JESSIE MAYE

Your Property Address: 1614 SWEETWATER LN

Your Parcel ID: 1084357

Signature:

I am in favor of the request ☐

I am opposed to the request ☑

JUL 30 AM 7:53

1614 SweetWater LN

IT is my request That you move my Back fence forward And STOP Charging me Taxes ON That Ten feet That I CANNOT use Because of All The Wires. And you use it for a Ally Way for All The Service MeN To use for There Work. I do NOT like The Idea Of Service MeN Coming IN and out of my yard digging IT up To do There job Possible LeTTing my dogs OuT.

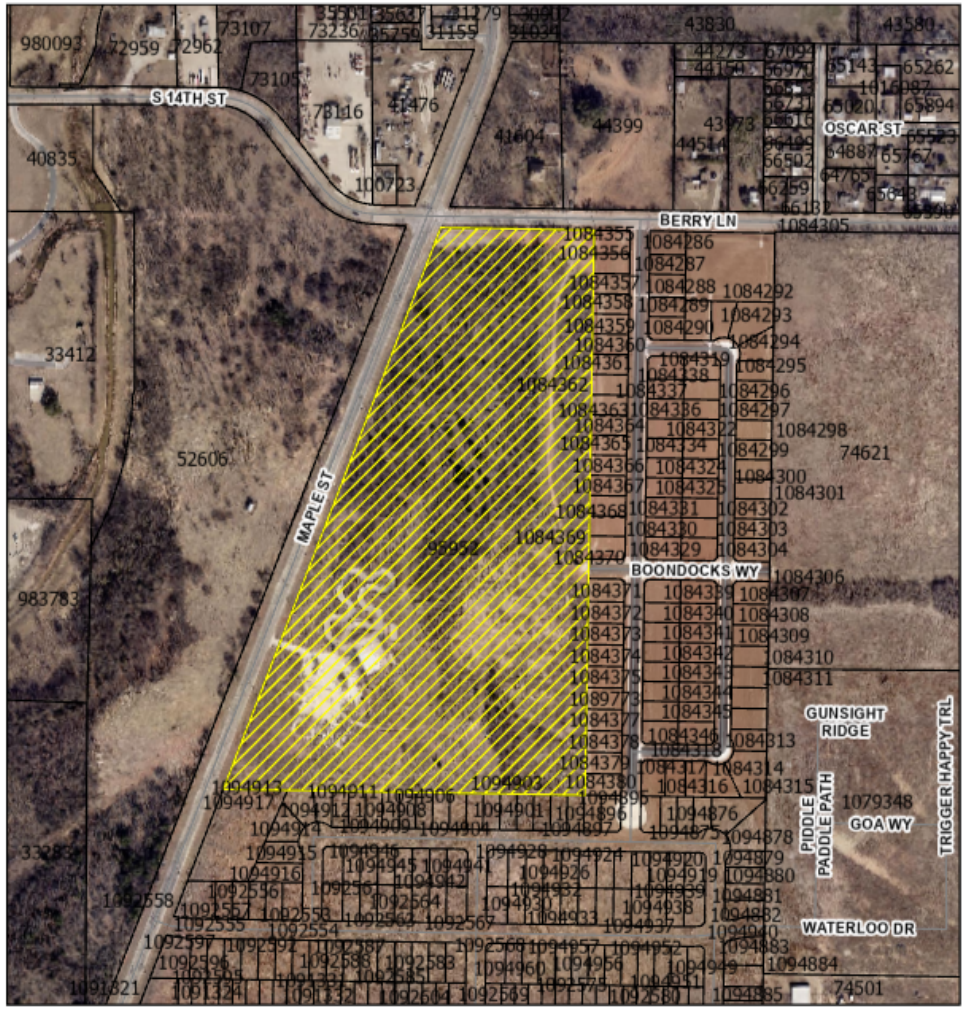
Mrs Williams

REZONE REQUEST

Case:	Z-2025-21
Agent:	Jacob & Martin
Request:	Change the zoning of approximately 30.91 acres from a Planned Development District (PDD-58) to Planned Development District (PDD-195).
Location:	Located at 1873 Maple Street
Notification:	2 in Favor, 1 in Opposition
Planning & Zoning:	August 5, 2025
Council Hearing:	August 28, 2025
	September 11, 2025

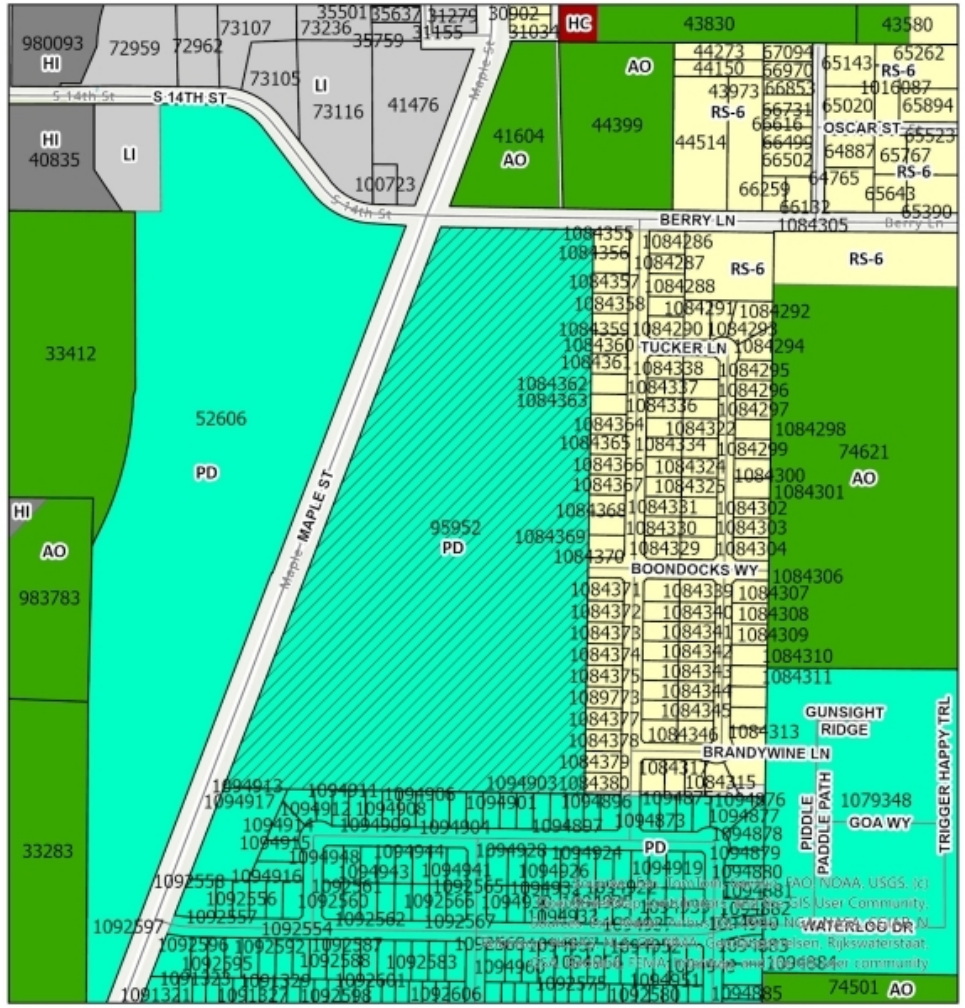
CITY OF ABILENE TEXAS

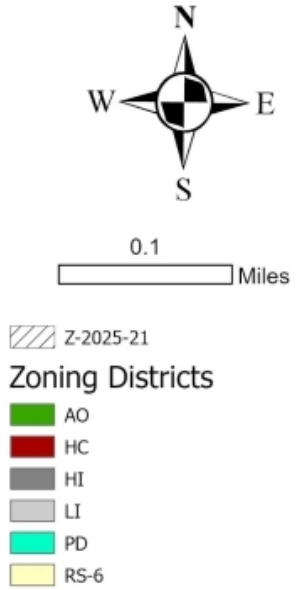
AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



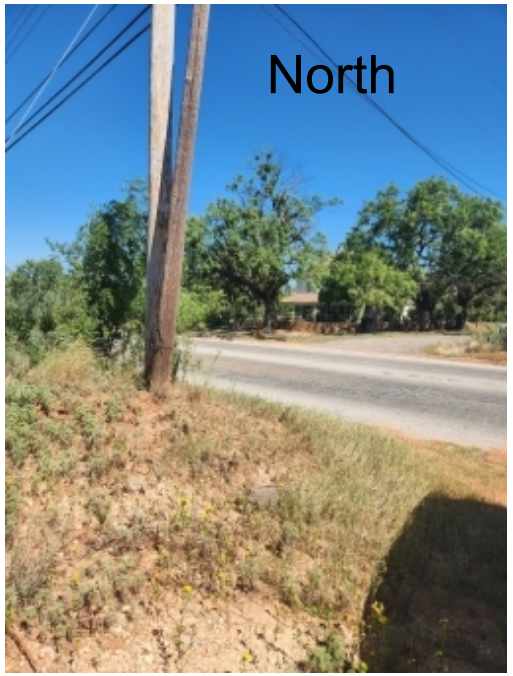


CITY OF ABILENE TEXAS

PROPERTY VIEWS

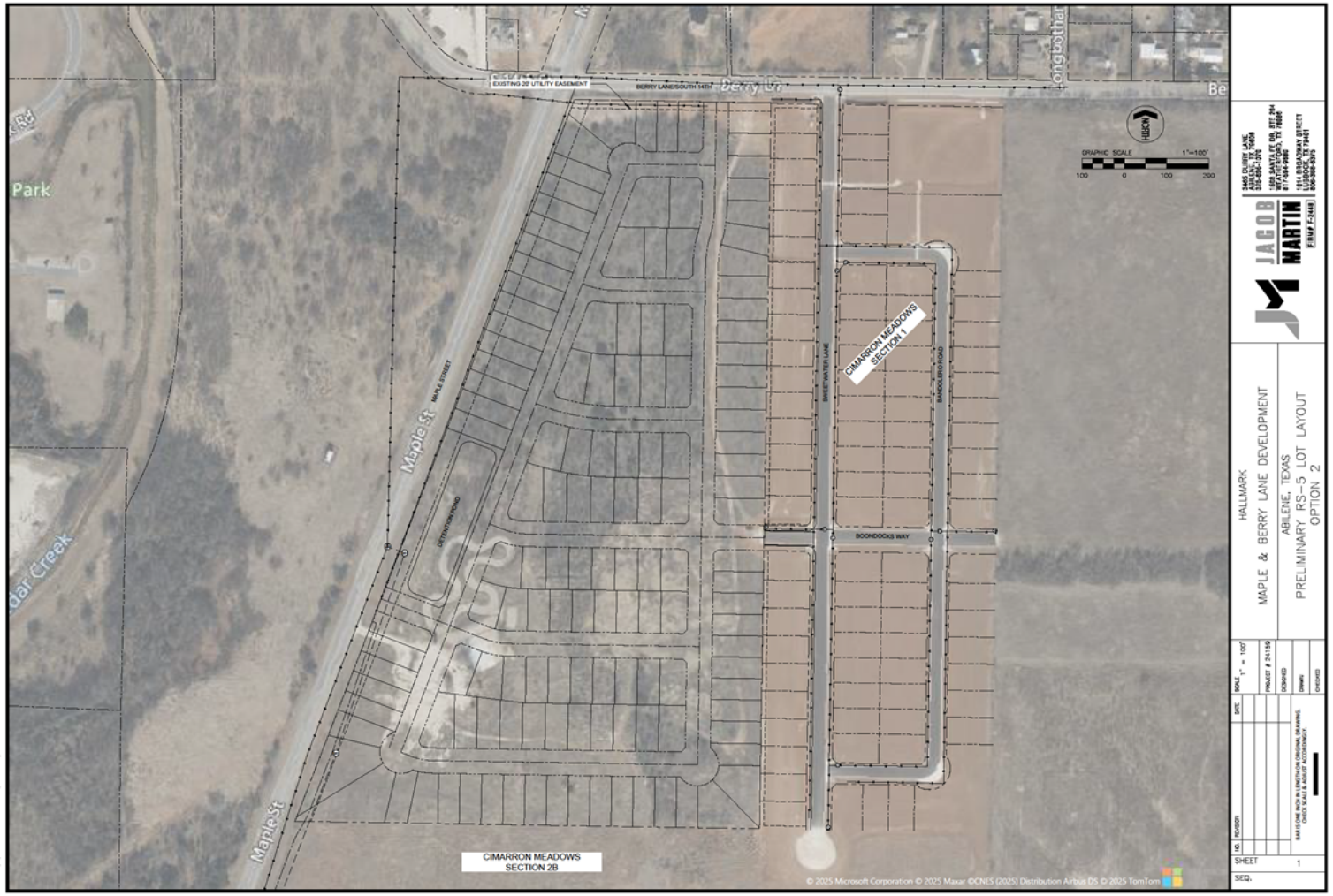
CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS



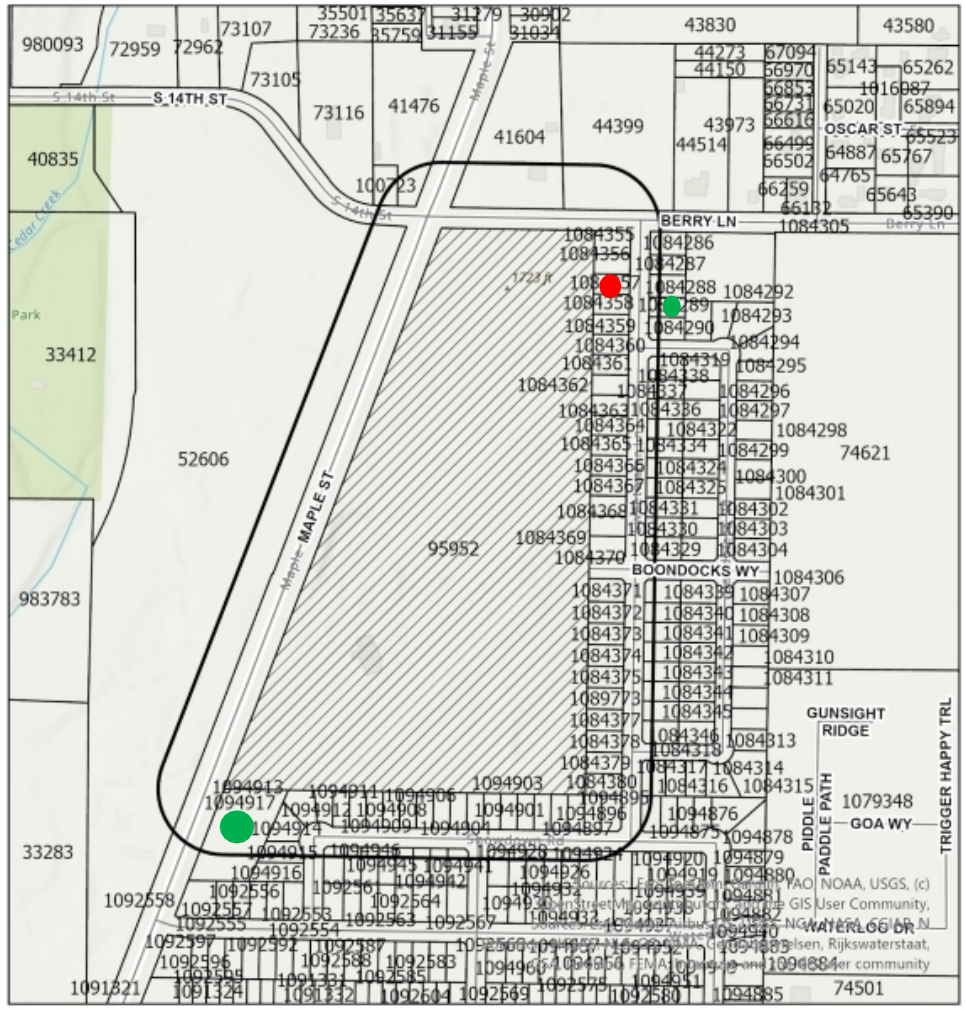
CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



2 - in Favor -

1 - in Opposition –

0.029% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **22. Ordinance (First Reading) Z-2025-22: Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 33.89 Acres From Medium Density (MD) And General Retail (GR) To Agricultural Open (AO). Located At Parcel ID 75888. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to change the zoning of approximately 33.89 acres from Medium Density (MD) and General Retail (GR) to Agricultural Open (AO).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Metes and Bounds
4. Application
5. Prop ID 25262- Favor
6. 1502 E Lowden St- Opposition
7. Prop ID 1015023- Opposition
8. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 28th 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, said publication being on the 18th day of July, 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 11th day of September, 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 11th day of September, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 33.89 acres from Medium Density (MD) and General Retail (GR) to Agricultural Open (AO).

Legal description as follows:

Being 33.893 acres of land out of a 0.939 of an acre tract out of a 14.871 acre tract, described in Deed to David E Lewis et ux, dated November 18, 1994, of record in Volume 2054, Page 89, Official Public Records of Taylor County, Texas, a 7.96 acre tract, a 2.222 acre tract, and Lot 1, Block A, D.E. Lewis Farms Addition, (22.772 acres), of record in Plat Cabinet No. 3, Slide No. 205, Plat Records of Taylor County, Texas, out of a 33 acre tract, described in Deed to David E. Lewis et ux, dated February 20, 1995, of record in Volume 2070, Page 748, Official Public Records of Taylor County, Texas, all being out of a 77.97 acre tract out of a 88.36 acre tract, out of the Northeast ¼ of Section No. 24, Blind Asylum Land Surveys, Taylor County, Texas, said 33.893 acres being more fully described as follows:

Beginning at a point, on the South line of Lot 10, Hill View Addition, of record in Plat Cabinet No. 2, Slide No. 38-C, Plat Records of Taylor County, Texas, for the Northeast corner of a 2.76 acre tract, described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Northwest corner of said 33 acre tract, the Northwest corner of a 7.96 acre tract, being the remainder of said 33 acre tract North of said Lot 1, Block A, and the Northwest corner of this tract, from which a found 3/8" rebar bears of record S35°46'44"W 1.35' and the Northwest corner of the Northeast ¼ bears of record West 117.2' and North 1103.76';

Thence N89°52'49"E, generally along a fence line, at 891' passing the Northwest corner of said 14.781 acre tract and the Northeast corner of said 33 acre tract, and continuing for a total distance of 966.24' to a point for the Northwest corner of a 12.95 acre tract, described in Instrument No. 2017-15942, Official Public Records, Taylor County, Texas, the Northeast corner of said 0.939 of an acre remainder out of said 14.871 acre tract and the Northeast corner of this tract, from which a 2 3/8" pipe corner post bears S35°14'W 0.4' and a found 3/8" rebar for the Northeast corner of 12.95 acre tract bears N89°52'49"E 1523.03';

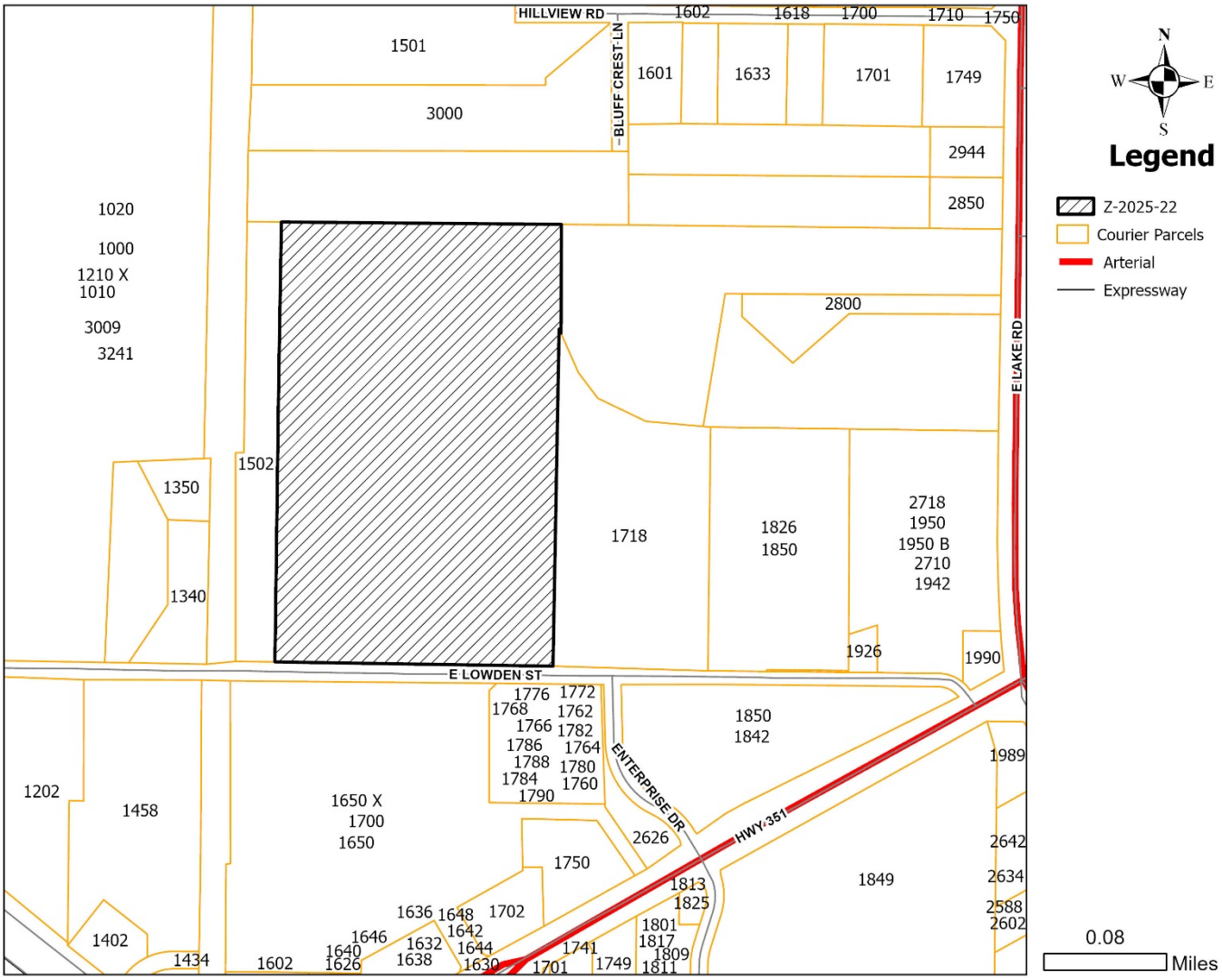
Thence S00°04'32"W, generally along a fence line, a distance of 1533.47' to a found 3/8" rebar, on the North line of East Lowden Street, for the Southwest corner of a 5.88 acre tract described in Volume 1983, Page 535, Official Public Records, Taylor County, Texas, the Southeast corner of said Lot 1, Block A, the Southeast corner of said 33 acre tract and the Southeast corner of this tract;

Thence S89°56'32"W, generally along a fence line, on the North line of said East Lowden Street and the South line of said 33 acre tract, a distance of 960.0' to a point for the Southeast corner of a 1.99 acre tract described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Southwest corner of said 2.222 acre tract, being the remainder of said 33 acre tract lying South of said Lot 1, Block A, the Southwest corner of said 33 acre tract, and the Southwest corner of this tract, from which a 4" pipe corner post bears S36°23'47"W 0.33';

Thence N00°09'28"W, generally along a fence line, a distance of 1532.42' to the point of beginning, containing 33.893 acres of land, more or less.

Located at Property ID 75888

ORDINANCE NO. _____



-END-

ZONING CASE
Z-2025-22
STAFF REPORT

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Scheduled Hearings
Planning & Zoning Commission: August 5, 2025
City Council 1st Read: August 28, 2025
City Council 2nd Read: September 11, 2025

Applicant
Owner: Rainey Creek LLC
Agent: Clint Rosenbaum

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to change the zoning of approximately 33.89 acres from Medium Density (MD) and General Retail (GR) to Agricultural Open (AO).

Location
Located at Parcel ID 75888. Legal description being approximately 33.89 acres of the Northeast Quarter of Survey 24, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The subject property was annexed into city limits in 1980 as Agricultural Open (AO). In August of 2018 the property was rezoned to Medium Density (MD) and General Retail (GR). Since rezoning the properties have remained undeveloped. The purpose for this rezone is to be able to apply for a Conditional Use Permit (CUP) to allow an for an RV Park.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	AO	Vacant
South	PDD-91	Walmart
West	AO	Single-Family Residence

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

The proposed zoning is consistent with the Future Land Use and Development Plan Map, because the applicant is also applying for a conditional use permit to allow a recreational vehicle community which may be considered appropriate, to help the transition from intensive retail to low-density to the north.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed zoning would be appropriate with the surrounding residential uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

All services are provided, additional services will be addressed during the platting and site plan process.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

Attachments

- PowerPoint Presentation
- Project Overview

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 18, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

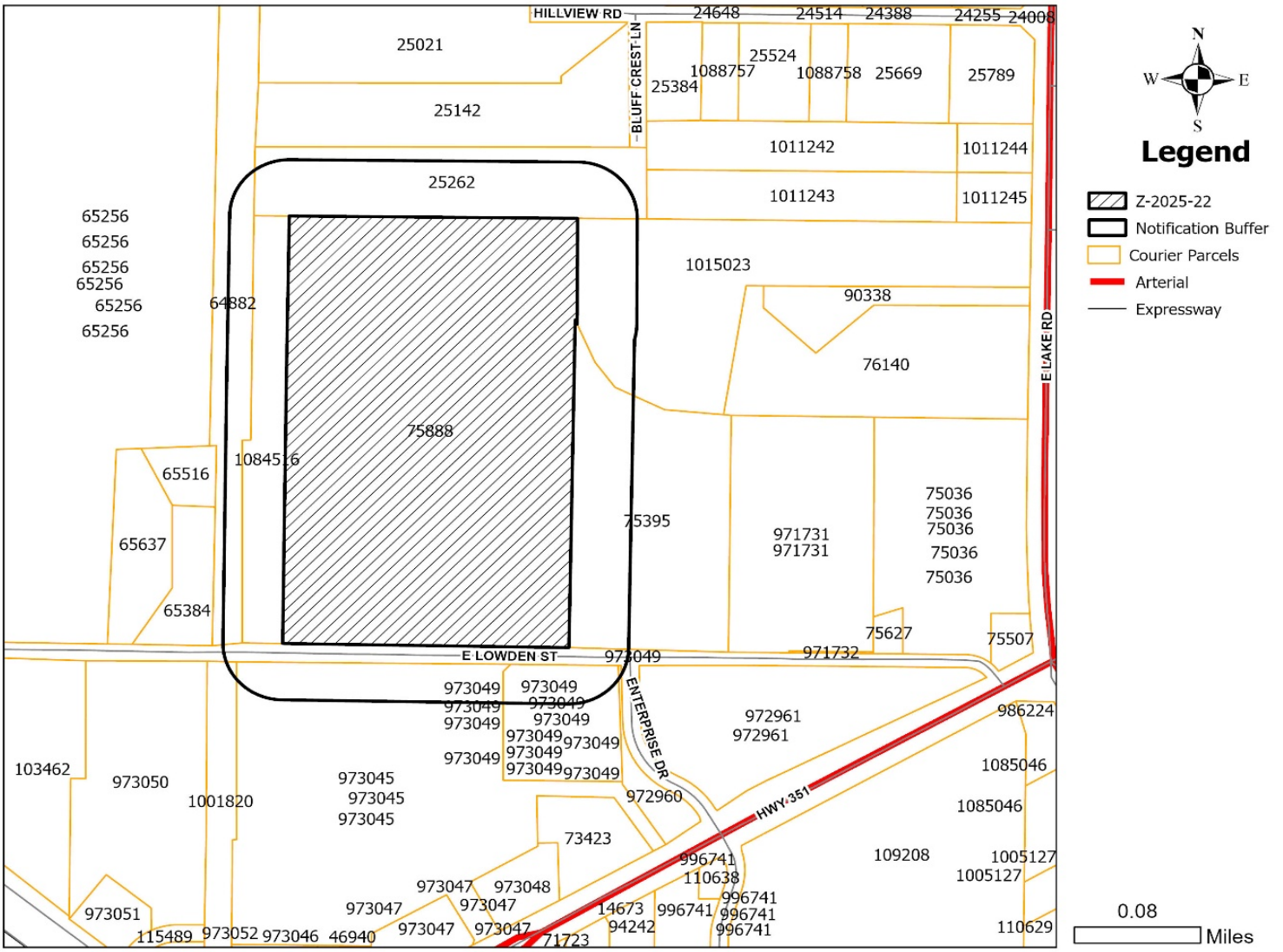
OWNER	SITUS	PROP_ID	RESPONSE
EARLEY LARRY A ET AL	1502 E LOWDEN ST	1084516	O
HALBERT DAVID STAFFORD		25262	F
MRP ABILENE LLC	1784 HWY 351	973049	
MRP ABILENE LLC	1780 HWY 351	973049	
MRP ABILENE LLC	1768 HWY 351	973049	
MRP ABILENE LLC	1788 HWY 351	973049	
MRP ABILENE LLC	1782 HWY 351	973049	
MRP ABILENE LLC	1786 HWY 351	973049	
MRP ABILENE LLC	1764 HWY 351	973049	
MRP ABILENE LLC	1766 HWY 351	973049	
MRP ABILENE LLC	1762 HWY 351	973049	
MRP ABILENE LLC	1772 HWY 351	973049	
MRP ABILENE LLC	1790 HWY 351	973049	
MRP ABILENE LLC	1776 HWY 351	973049	
MRP ABILENE LLC	1760 HWY 351	973049	
RAINEY CREEK LLC		75888	Applicant
REGION XIV EDUCATION SERV	1718 E LOWDEN ST	75395	

SCHLENTZ JACKIE LU HAUGHT		1015023	O
STARDOLLARS LLC	2626 ENTERPRISE DR	972960	
WAL-MART REAL ESTATE BUSINESS TRUST	1700 E LOWDEN ST	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 X HWY 351	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 HWY 351	973045	
WEST TEXAS UTILITIES CO		64882	
WEST TEXAS UTILITIES CO		1001820	

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

OWNER	SITUS	PROP_ID	RESPONSE
HALBERT DAVID STAFFORD		25262	F
WEST TEXAS UTILITIES CO		64882	
REGION XIV EDUCATION SERV	1718 E LOWDEN ST	75395	
RAINEY CREEK LLC		75888	Applicant
STARDOLLARS LLC	2626 ENTERPRISE DR	972960	
WAL-MART REAL ESTATE BUSINESS TRUST	1700 E LOWDEN ST	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 X HWY 351	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 HWY 351	973045	
MRP ABILENE LLC	1784 HWY 351	973049	
MRP ABILENE LLC	1780 HWY 351	973049	
MRP ABILENE LLC	1768 HWY 351	973049	
MRP ABILENE LLC	1788 HWY 351	973049	
MRP ABILENE LLC	1782 HWY 351	973049	
MRP ABILENE LLC	1786 HWY 351	973049	
MRP ABILENE LLC	1764 HWY 351	973049	
MRP ABILENE LLC	1766 HWY 351	973049	
MRP ABILENE LLC	1762 HWY 351	973049	
MRP ABILENE LLC	1772 HWY 351	973049	
MRP ABILENE LLC	1790 HWY 351	973049	
MRP ABILENE LLC	1776 HWY 351	973049	
MRP ABILENE LLC	1760 HWY 351	973049	
WEST TEXAS UTILITIES CO		1001820	
SCHLENTZ JACKIE LU HAUGHT		1015023	O
EARLEY LARRY A ET AL	1502 E LOWDEN ST	1084516	O

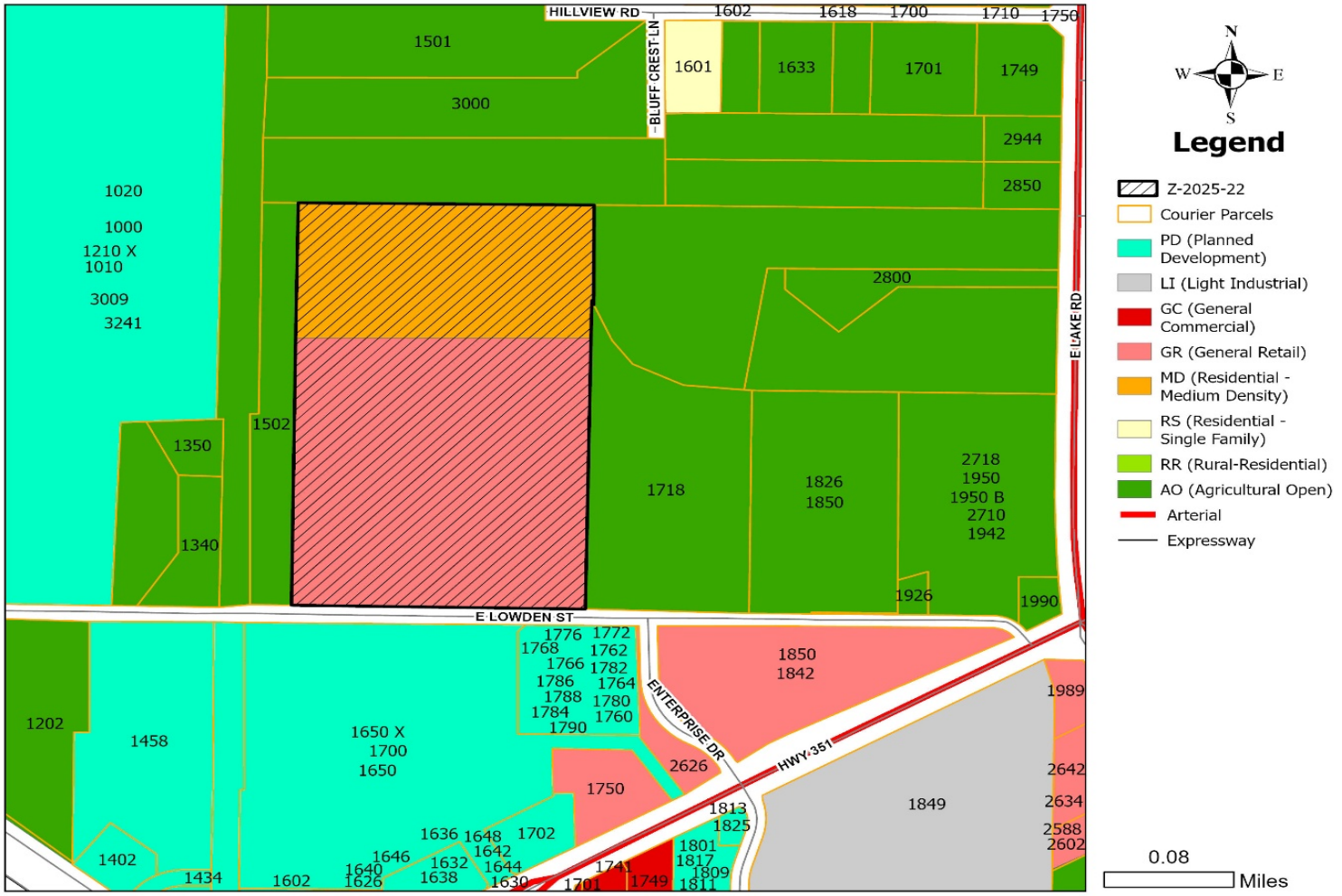
NOTIFICATION MAP



LOCATION MAP

Case # Z-2025-22
July 25, 2025

ZONING MAP


HILLVIEW RD
BLUFF CREST LN
E LAKE RD
E LOWDEN ST
ENTERPRISE DR
HWY 351
1501
3000
1601
1602
1618
1700
1710
1750
1633
1701
1749
2944
2850
2800
1020
1000
1210 X
1010
3009
3241
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Legend
Z-2025-22
Courier Parcels
PD (Planned Development)
LI (Light Industrial)
GC (General Commercial)
GR (General Retail)
MD (Residential - Medium Density)
RS (Residential - Single Family)
RR (Rural-Residential)
AO (Agricultural Open)
Arterial
Expressway
0.08
Miles

SURVEYED FOR: TXOK INVESTMENTS LLC.
1650 E. LOWDEN STREET
ABILENE TEXAS.
GF#18-33340

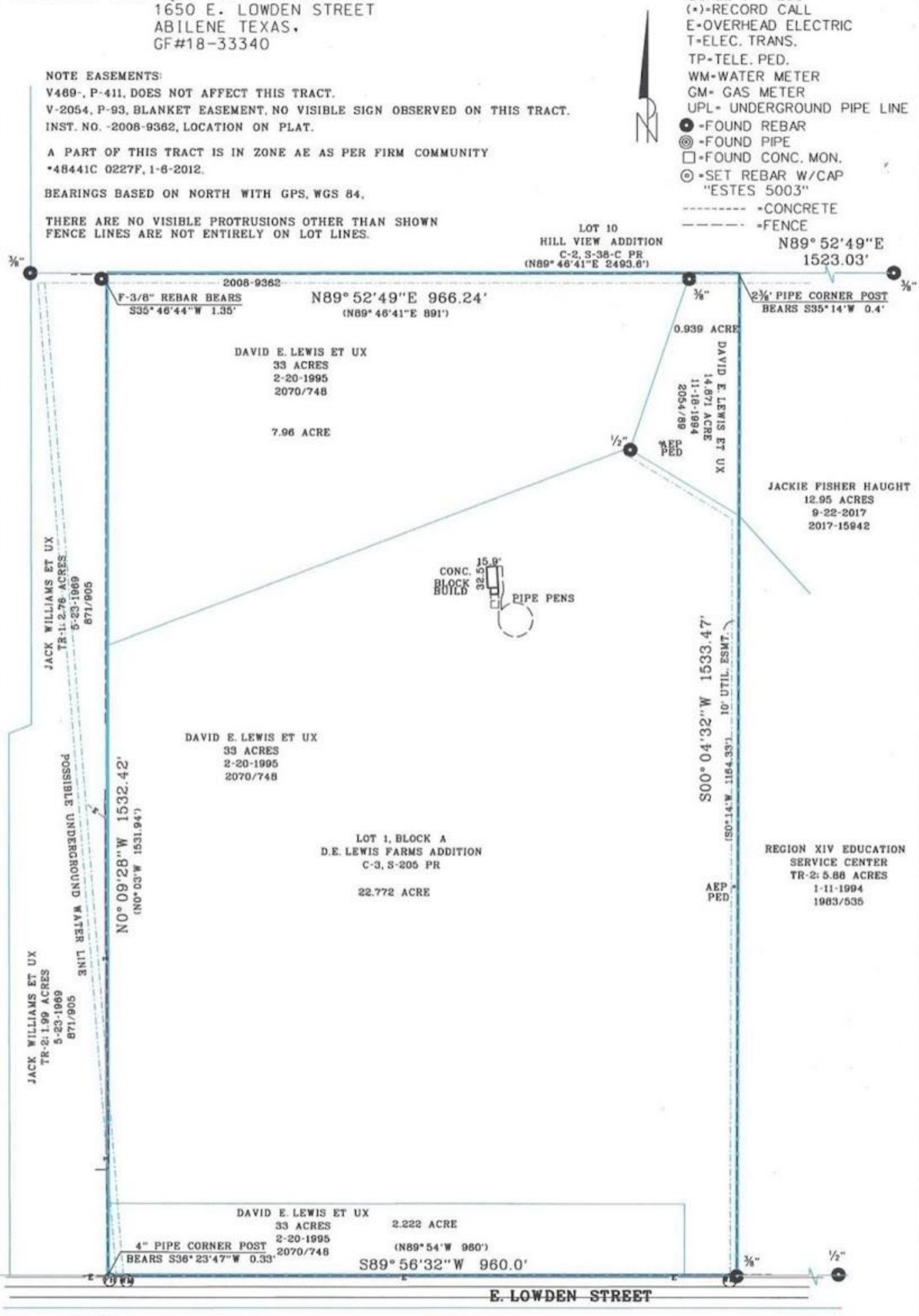
SCALE 1" = 200'
(*)=RECORD CALL
E=OVERHEAD ELECTRIC
T=ELEC. TRANS.
TP=TELE. PED.
WM=WATER METER
GM= GAS METER
UPL= UNDERGROUND PIPE LINE
●=FOUND REBAR
◎=FOUND PIPE
□=FOUND CONC. MON.
⊙=SET REBAR W/CAP "ESTES 5003"
--------=CONCRETE
———=FENCE

NOTE EASEMENTS:
V469-, P-411, DOES NOT AFFECT THIS TRACT.
V-2054, P-93, BLANKET EASEMENT, NO VISIBLE SIGN OBSERVED ON THIS TRACT.
INST. NO. -2008-9362, LOCATION ON PLAT.

A PART OF THIS TRACT IS IN ZONE AE AS PER FIRM COMMUNITY *48441C 0227F, 1-6-2012.

BEARINGS BASED ON NORTH WITH GPS, WGS 84.

THERE ARE NO VISIBLE PROTRUSIONS OTHER THAN SHOWN FENCE LINES ARE NOT ENTIRELY ON LOT LINES.



I HEREBY CERTIFY TO CENTENNIAL TITLE COMPANY, LLC. AND TXOK INVESTMENTS LLC. THAT THIS PLAT REPRESENTS A SURVEY OF THE IMPROVEMENTS UPON 33.893 ACRES OUT OF A 0.939 OF AN ACRE TRACT OUT OF A 14.871 ACRE TRACT, A 7.96 ACRE TRACT, A 2.222 ACRE TRACT AND LOT 1, BLOCK A, D.E. LEWIS FARMS ADDITION, (22.772 ACRES) OUT OF A 33 ACRE TRACT ALL BEING OUT OF A 77.97 ACRE TRACT OUT OF A 88.36 ACRE TRACT, OUT OF THE NORTHEAST ¼ OF SECTION NO. 24, BLIND ASYLUM LAND SURVEYS, TAYLOR COUNTY, TEXAS.

SURVEYED ON THE GROUND MARCH 9, 2018.

ESTES SURVEYING, FIRM *10064600
DIEHL ESTES RPLS *5003
© ALL RIGHTS RESERVED
4194 PVT ROAD 1191, BAIRD TX. 79504
PO BOX 1044, CLYDE TX, 79510
(325) 893-2822

Taylor County
Blind Asylum Lands, Section 24
33.893 Acres
TXOK Investments LLC.

Attachment A

Being 33.893 acres of land out of a 0.939 of an acre tract out of a 14.871 acre tract, described in Deed to David E Lewis et ux, dated November 18, 1994, of record in Volume 2054, Page 89, Official Public Records of Taylor County, Texas, a 7.96 acre tract, a 2.222 acre tract, and Lot 1, Block A, D.E. Lewis Farms Addition, (22.772 acres), of record in Plat Cabinet No. 3, Slide No. 205, Plat Records of Taylor County, Texas, out of a 33 acre tract, described in Deed to David E. Lewis et ux, dated February 20, 1995, of record in Volume 2070, Page 748, Official Public Records of Taylor County, Texas, all being out of a 77.97 acre tract out of a 88.36 acre tract, out of the Northeast ¼ of Section No. 24, Blind Asylum Land Surveys, Taylor County, Texas, said 33.893 acres being more fully described as follows:

Beginning at a point, on the South line of Lot 10, Hill View Addition, of record in Plat Cabinet No. 2, Slide No. 38-C, Plat Records of Taylor County, Texas, for the Northeast corner of a 2.76 acre tract, described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Northwest corner of said 33 acre tract, the Northwest corner of a 7.96 acre tract, being the remainder of said 33 acre tract North of said Lot 1, Block A, and the Northwest corner of this tract, from which a found 3/8" rebar bears of record S35°46'44"W 1.35' and the Northwest corner of the Northeast ¼ bears of record West 117.2' and North 1103.76';

Thence N89°52'49"E, generally along a fence line, at 891' passing the Northwest corner of said 14.781 acre tract and the Northeast corner of said 33 acre tract, and continuing for a total distance of 966.24' to a point for the Northwest corner of a 12.95 acre tract, described in Instrument No. 2017-15942, Official Public Records, Taylor County, Texas, the Northeast corner of said 0.939 of an acre remainder out of said 14.871 acre tract and the Northeast corner of this tract, from which a 2 3/8" pipe corner post bears S35°14'W 0.4' and a found 3/8" rebar for the Northeast corner of 12.95 acre tract bears N89°52'49"E 1523.03';

Thence S00°04'32"W, generally along a fence line, a distance of 1533.47' to a found 3/8" rebar, on the North line of East Lowden Street, for the Southwest corner of a 5.88 acre tract described in Volume 1983, Page 535, Official Public Records, Taylor County, Texas, the Southeast corner of said Lot 1, Block A, the Southeast corner of said 33 acre tract and the Southeast corner of this tract;

Thence S89°56'32"W, generally along a fence line, on the North line of said East Lowden Street and the South line of said 33 acre tract, a distance of 960.0' to a point for the Southeast corner of a 1.99 acre tract described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Southwest corner of said 2.222 acre tract, being the remainder of said 33 acre tract lying South of said Lot 1, Block A, the Southwest corner of said 33 acre tract, and the Southwest corner of this tract, from which a 4" pipe corner post bears S36°23'47"W 0.33';

Thence N00°09'28"W, generally along a fence line, a distance of 1532.42' to the point of beginning, containing 33.893 acres of land, more or less.

Surveyed on the ground March 9, 2018.

Diehl Estes RPLS 5003
4194 PR 1191
Baird Texas, 79504
(325) 893-2822

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: Rainey Creek RV Park

Address: E Lowden St Number of Lots: Acreage: 34

Legal Description: A0958 SUR 24 B A L NE/4

Subdivision Name: Block: A Lot: Tract 1

Current Zoning: GR/MD Proposed Zoning (if applicable): AO

OWNER AND AUTHORIZATION

Owner Name: Rainey Creek LLC

Address: 3125 S 27th St

City, State, Zip: Abilene, TX 79605 Fax:

Phone: 325.668.1085 Email: larryh@hillresources.com

Agent Name: Clint Rosenbaum

Address: 2438 Industrial Blvd #170

City, State, Zip: Abilene, TX 79605 Fax:

Phone: 325.669.2915 Email: clint@rosenbaumeng.com

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

Signature of Owner: Date: 6/12/25

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/16/2025

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

An RV Park is not permitted in GR or MD zoning.

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)*: Larry Hill - Rainey Creek LLC

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: _____

ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/17/2025

*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: 6/12/25

NOTARY PUBLIC STATE OF TEXAS
ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/16/2025

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Rainey Creek RV Park
Total Number of Acres: 34
Zoning Classification(s): AO/ CU
Total Number of Lots:
Location: E Lowden St

Property Owner Information & Authorization

Name/Company: Rainey Creek LLC
Address: 3125 S 27th St
City: Abilene State: Texas Zip Code: 79605
Phone: 325.668.1085 Email: larryh@hillresources.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 6/16/25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Larry Hill (*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 17th day of June, 2025

ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Clint Rosenbaum Company: Rosenbaum Engineering
Address: 2438 Industrial Blvd #170 City: Abilene State: Texas
Zip Code: 79605 Number: 325.669.2915 Email: clint@rosenbaumeng.com

CITY OF ABILENE TEXAS

HALBERT DAVID STAFFORD
3000 BLUFF CREST LN
ABILENE, TX 79601-4801

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-22

July 16, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 5, 2025,** at **1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. This request is to change the zoning of approximately 33.89 acres from Medium Density (MD) and General Retail (GR) to Agricultural Open (AO). Located at Parcel ID 75888. Legal description being approximately 33.89 acres of the Northeast Quarter of Survey 24, Blind Asylum Lands, Abilene, Taylor County, Texas. The property is currently zoned Medium Density (MD) and General Retail (GR) and the request is to change the zoning to Agricultural Open (AO) for a future RV park.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **September 11, 2025, at 8:30 AM** in the Council Chambers.

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

---

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-22

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	75888	Your Name:	HALBERT DAVID STAFFORD	I am in favor of the request ☒
Requestor's Property Zoning:	MD & GR	Your Property Address:		
Requestor's Proposed Zoning:	AO	Your Parcel ID:	25262	I am opposed to the request ☐

Signature:

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-22

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	75888	Your Name:	EARLEY LARRY A ET AL	I am in favor of the request ☐
Requestor's Property Zoning:	MD & GR	Your Property Address:	1502 E LOWDEN ST	
Requestor's Proposed Zoning:	AO	Your Parcel ID:	1084516	I am opposed to the request ☒
		Signature:		

Outlook

Zoning Notification Response form Case #: Z-2025-22 & CUP-2025-15

From Jackie Haught Schlentz <jackieh129@gmail.com>
Date Tue 7/29/2025 3:39 PM
To Planning Services <planning@abilenetx.gov>

I am opposed to the request of rezoning to allow an RV park. My property backs up to this property and I have a big tank and already have trouble keeping people from trespassing on my property to fish. I would like to know how he plans to keep people who are staying at the RV park from coming on my property to fish.

Thank you,

Jackie Lu Haught Schlentz

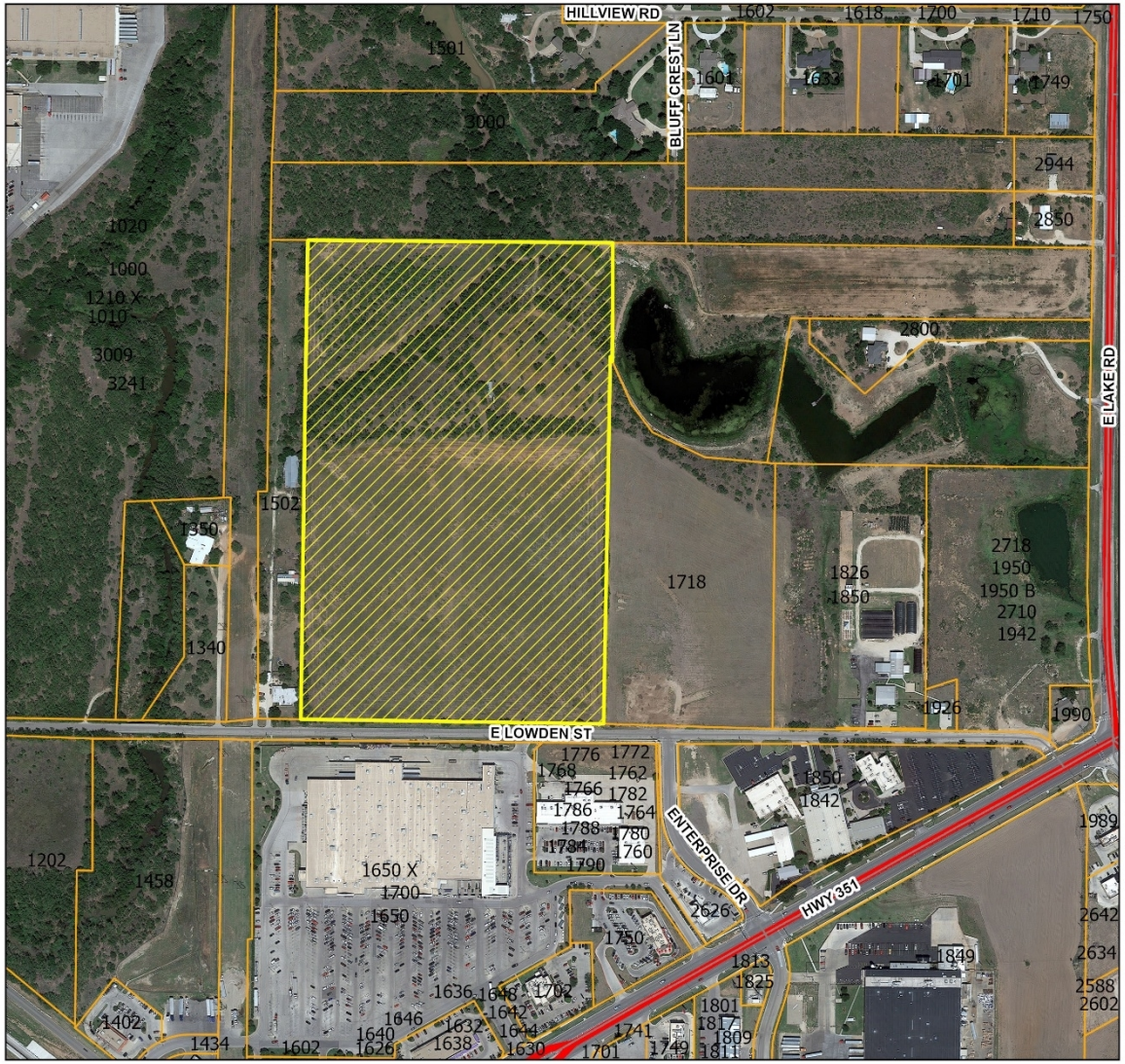
--
This is the Day that the Lord has made!! Rejoice and be Glad in it!!!!

REZONE REQUEST

Case:	Z-2025-22
Owner:	Rainey Creek LLC
Agent:	Clint Rosenbaum
Request:	Request to change the zoning of approximately 33.89 acres from Medium Density (MD) and General Retail (GR) to Agricultural Open (AO).
Location:	1700 block of E Lowden St
Notification:	1 in Favor, 2 in Opposition
Planning & Zoning:	August 5, 2025
Council Hearing:	August 28, 2025 September 11, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
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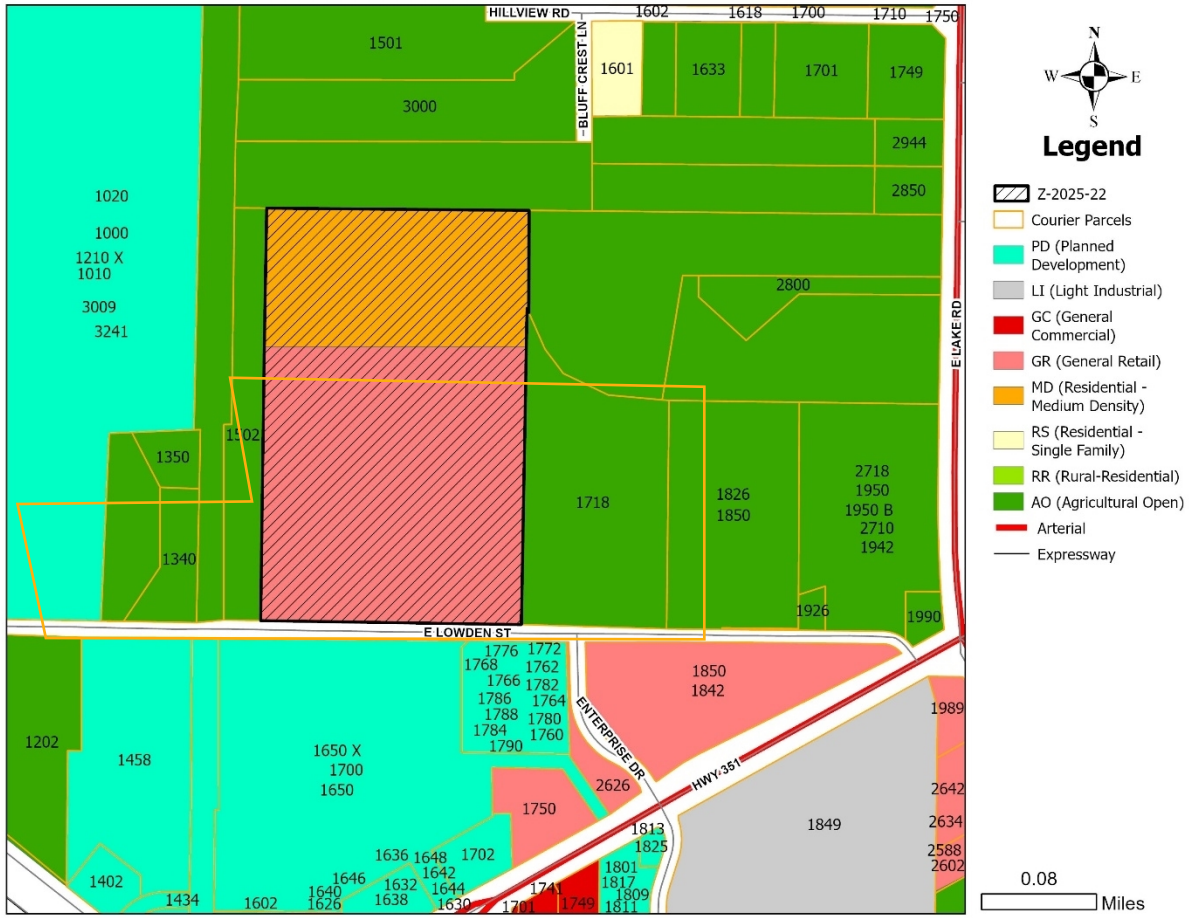
Legend

- Z-2025-22
- Courier Parcels
- Arterial
- Expressway

0.08 Miles

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
C	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
C	Day-Care Operation - Center-Based
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

USES IN 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 AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE:

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES:

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

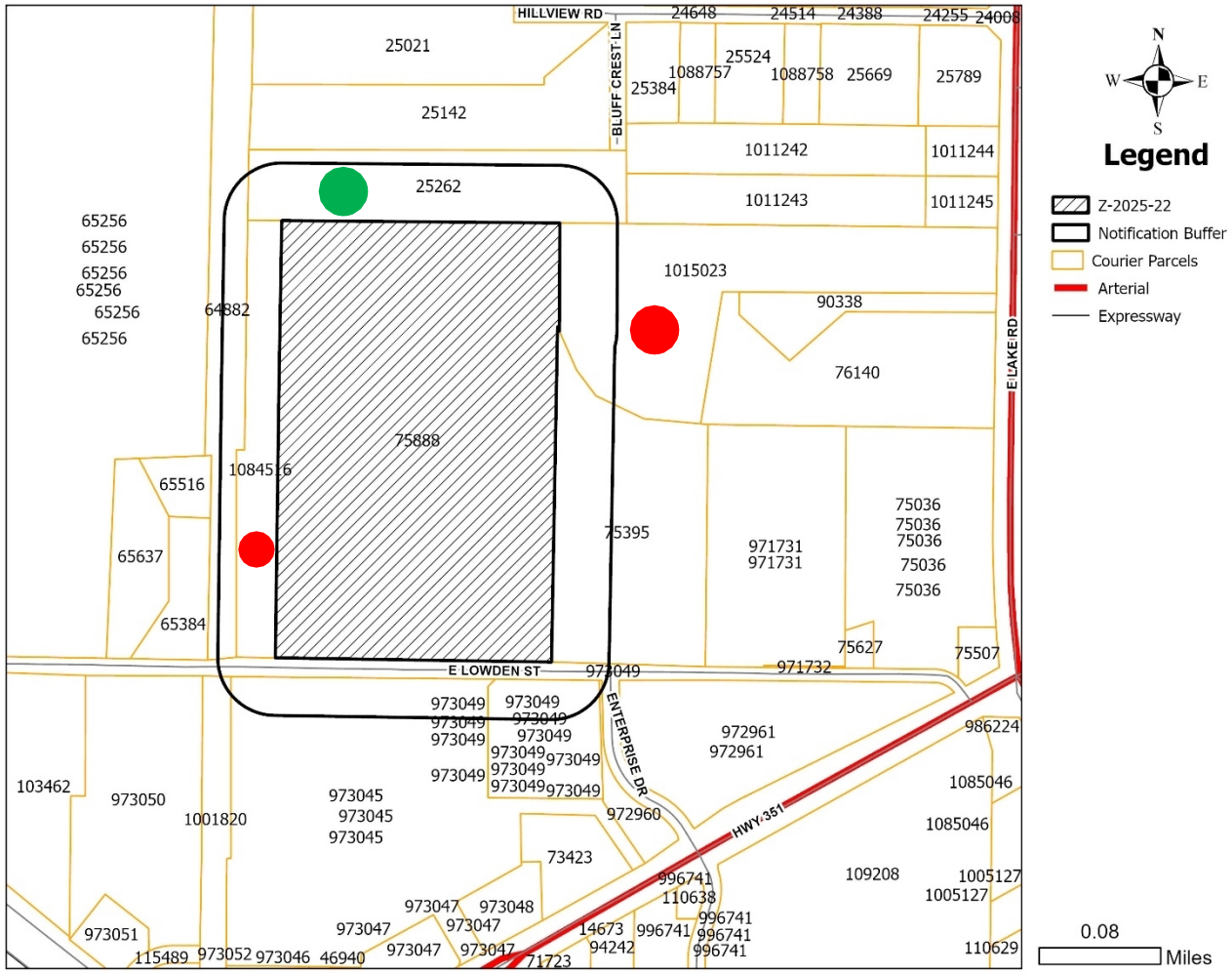
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1 - in Favor -

2 - in Opposition -

35.16% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **23. Ordinance (First Reading) CUP-2025-15: Receive a Report, Hold a Discussion and Take Action On A Request From The Owner, To Apply A Conditional Use Permit To Approximately 33.89 Acres Currently Zoned Medium Density (MD) And General Retail (GR) But Seeking A Re-Zone To Agricultural Open (AO) To Allow For An RV Park. Located At Parcel ID 75888. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 33.89 acres currently zoned Medium Density (MD) and General Retail (GR) but seeking rezoning to Agricultural Open (AO) to allow for a Recreational Vehicle Park.

SPECIAL CONSIDERATIONS

This Conditional Use Permit Application is contingent upon approval of Z-2025-22, which is a rezoning of the parcel from from Medium Density (MD) and General Retail (GR) to AO.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit, subject to the concept plan, plan of operation, and all LDC requirements for recreational vehicle parks.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Amended Concept Plan
4. Application
5. Original Concept Plan
6. Plan Of Operation Rainey Creek RV Retreat
7. Rainey Creek RV Park Property Survey and Metes and Bounds
8. Prop ID 75888- Applicant
9. Prop ID 25262- Favor
10. Prop ID 1015023- Opposition
11. 1502 E Lowden St- Opposition
12. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 28th 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, said publication being on the 18th day of July, 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 11th day of September, 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 11th day of September, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 33.89 acres to allow an RV Park in Agricultural Open (AO) zoning.

The Conditional Use Permit is subject to the attached Concept Plan (Listed as Exhibit B) and the attached Plan of Operation (listed as Exhibit C).

Legal description as follows:

Being 33.893 acres of land out of a 0.939 of an acre tract out of a 14.871 acre tract, described in Deed to David E Lewis et ux, dated November 18, 1994, of record in Volume 2054, Page 89, Official Public Records of Taylor County, Texas, a 7.96 acre tract, a 2.222 acre tract, and Lot 1, Block A, D.E. Lewis Farms Addition, (22.772 acres), of record in Plat Cabinet No. 3, Slide No. 205, Plat Records of Taylor County, Texas, out of a 33 acre tract, described in Deed to David E. Lewis et ux, dated February 20, 1995, of record in Volume 2070, Page 748, Official Public Records of Taylor County, Texas, all being out of a 77.97 acre tract out of a 88.36 acre tract, out of the Northeast ¼ of Section No. 24, Blind Asylum Land Surveys, Taylor County, Texas, said 33.893 acres being more fully described as follows:

Beginning at a point, on the South line of Lot 10, Hill View Addition, of record in Plat Cabinet No. 2, Slide No. 38-C, Plat Records of Taylor County, Texas, for the Northeast corner of a 2.76 acre tract, described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Northwest corner of said 33 acre tract, the Northwest corner of a 7.96 acre tract, being the remainder of said 33 acre tract North of said Lot 1, Block A, and the Northwest corner of this tract, from which a found 3/8" rebar bears of record S35°46'44"W 1.35' and the Northwest corner of the Northeast ¼ bears of record West 117.2' and North 1103.76';

Thence N89°52'49"E, generally along a fence line, at 891' passing the Northwest corner of said 14.781 acre tract and the Northeast corner of said 33 acre tract, and continuing for a total distance of 966.24' to a point for the Northwest corner of a 12.95 acre tract, described in Instrument No. 2017-15942, Official Public Records, Taylor County, Texas, the Northeast corner of said 0.939 of an acre remainder out of said 14.871 acre tract and the Northeast corner of this tract, from which a 2 3/8" pipe corner post bears S35°14'W 0.4' and a found 3/8" rebar for the Northeast corner of 12.95 acre tract bears N89°52'49"E 1523.03';

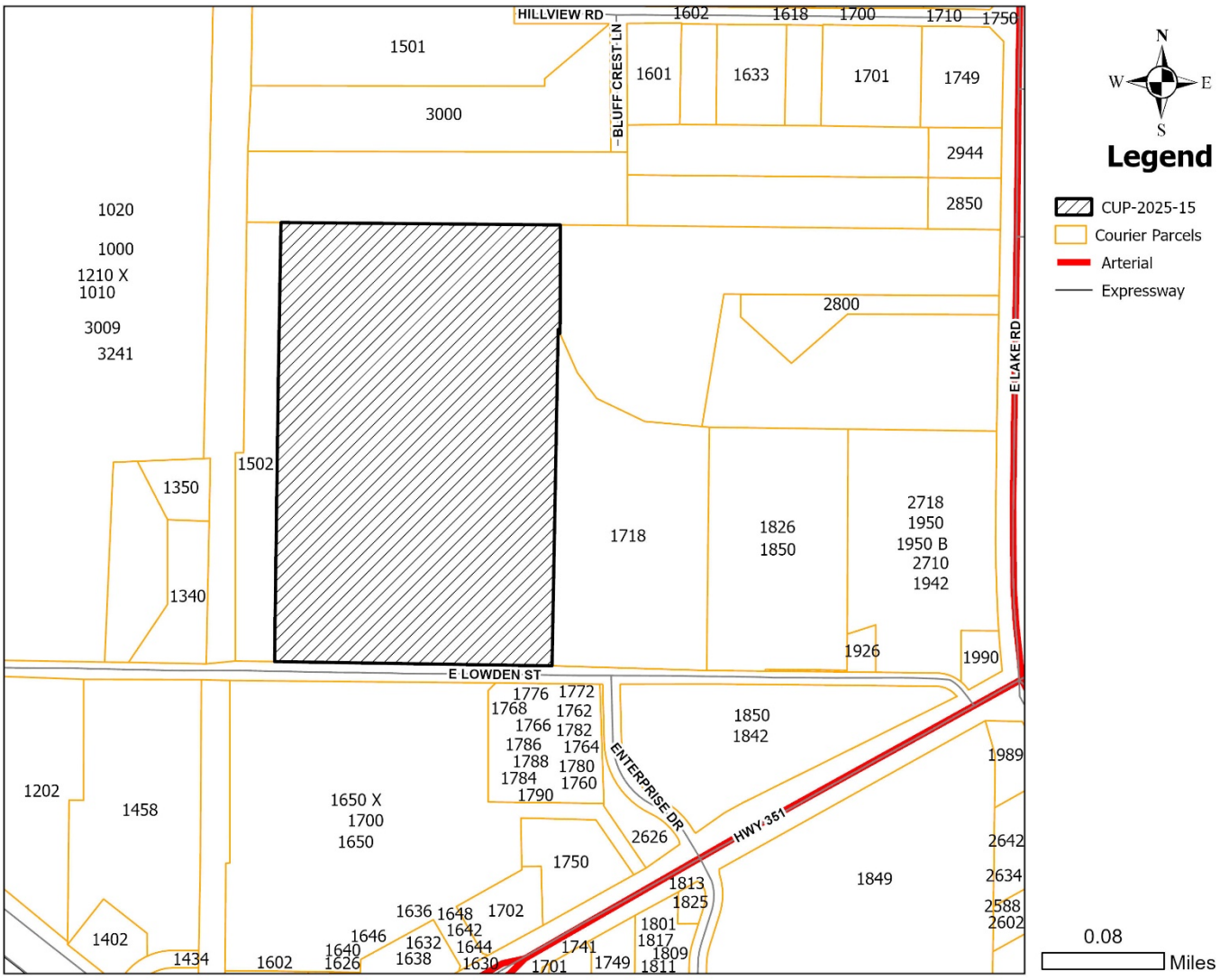
Thence S00°04'32"W, generally along a fence line, a distance of 1533.47' to a found 3/8" rebar, on the North line of East Lowden Street, for the Southwest corner of a 5.88 acre tract described in Volume 1983, Page 535, Official Public Records, Taylor County, Texas, the Southeast corner of said Lot 1, Block A, the Southeast corner of said 33 acre tract and the Southeast corner of this tract;

Thence S89°56'32"W, generally along a fence line, on the North line of said East Lowden Street and the South line of said 33 acre tract, a distance of 960.0' to a point for the Southeast corner of a 1.99 acre tract described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Southwest corner of said 2.222 acre tract, being the remainder of said 33 acre tract lying South of said Lot 1, Block A, the Southwest corner of said 33 acre tract, and the Southwest corner of this tract, from which a 4" pipe corner post bears S36°23'47"W 0.33';

Thence N00°09'28"W, generally along a fence line, a distance of 1532.42' to the point of beginning, containing 33.893 acres of land, more or less.

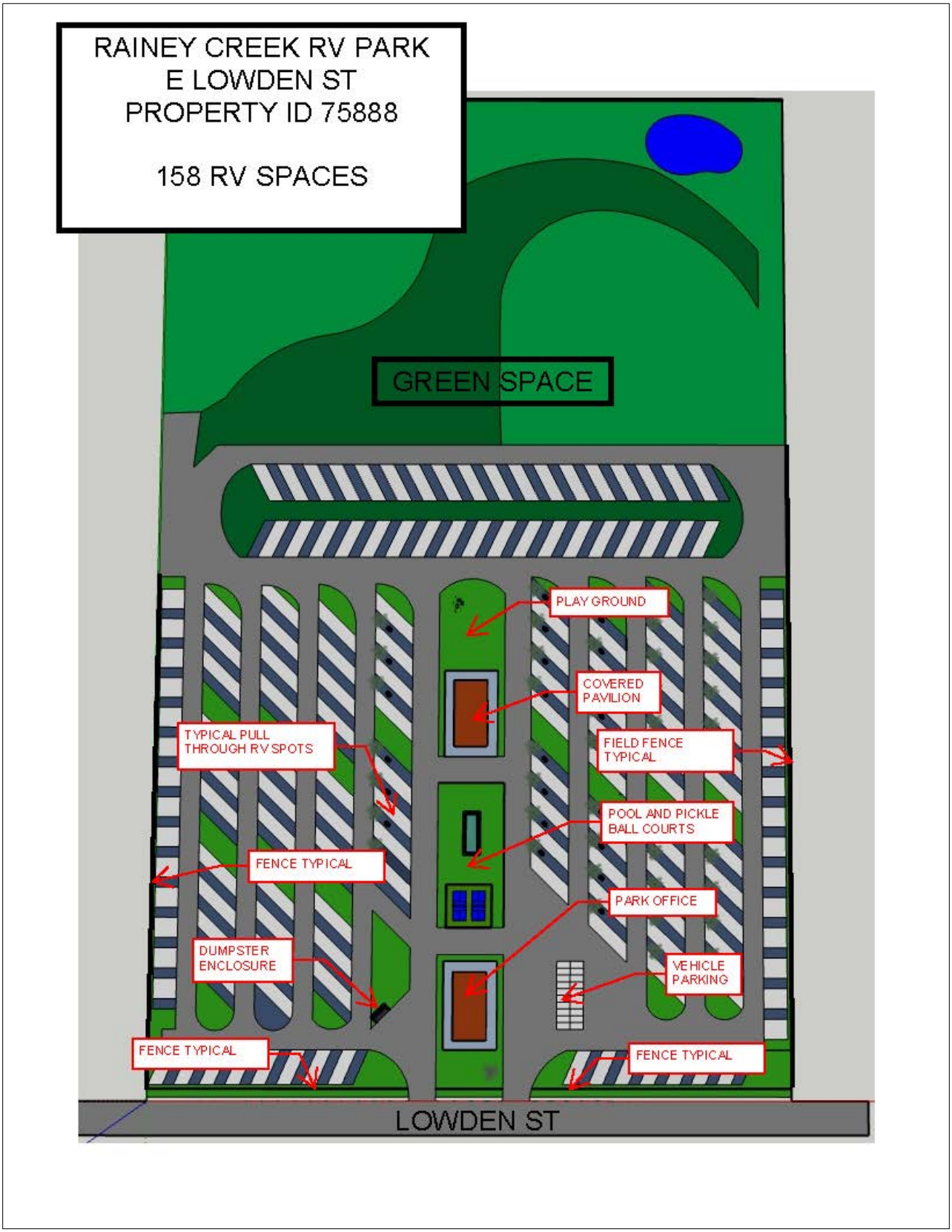
Located at Property ID 75888.

ORDINANCE NO. _____



ORDINANCE NO. _____

EXHIBIT B



ORDINANCE NO. _____

EXHIBIT C

Rainey Creek RV Retreat

I. Introduction

This document outlines the Plan of Operation for the Rainey Creek RV Retreat, located at 1650 East Lowden St, Abilene, TX. This plan addresses the requirements for a Conditional Use Permit (CUP) and details the operational procedures to ensure a safe, enjoyable, and well-managed environment for all guests and the surrounding community.

II. Property Description

The Rainey Creek RV Retreat is situated at 1650 East Lowden St, Abilene, TX on approximately 34 acres. The property is designed to accommodate various sizes of recreational vehicles and offers a range of amenities for guests.

III. Operational Details

A. Hours of Operation

- **Office Hours:** Monday - Friday, 9:00 AM - 5:00 PM. Sat, 9:00am -12:00
- **Check-in:** 2:00 PM
- **Check-out:** 11:00 AM
- **Quiet Hours:** 10:00 PM - 7:00 AM daily. During quiet hours, excessive noise, loud music, and disruptive activities are prohibited.

B. Access and Security

- **Gated Access:** The RV retreat will have controlled access to ensure guest safety and security.
- **On-site Management:** A manager will be on-site during operational hours and available for emergencies after hours.
- **Surveillance:** Security cameras will be strategically placed throughout the property to monitor common areas and entrances.
- **Fencing:** The property will be fenced with a combination of field fence and privacy fence when required

C. Site Management

- **RV Site Assignments:** Guests will be assigned specific RV sites upon check-in. Limit 8 people per site unless approved by management.
- **Site Maintenance:** All RV sites will be regularly inspected and maintained to ensure cleanliness and functionality.
- **Utility Connections:** Each RV site will be equipped with standard utility connections (electric, water, sewer) as per industry standards.
- **Pets:** Maximum of two pets per site unless approved by management.

D. Guest Services

- **Registration:** All guests are required to register at the office upon arrival and provide necessary identification and vehicle information.
- **Rules and Regulations:** A comprehensive list of rules and regulations will be provided to guests upon check-in and prominently displayed.
- **Emergency Contact:** Emergency contact information for local services (police, fire, ambulance) will be readily available.
- **Respect:** Harassment or mistreatment of our staff, guests or neighbors will not be tolerated under any circumstances.

IV. Amenities

The Rainey Creek RV Retreat will offer a variety of amenities for guests, including but not limited to:

- Office, Restroom and Shower Facilities
- Laundry Facilities
- Pet-Friendly Areas
- Recreational Areas (e.g., picnic tables, open green spaces)
- Wi-Fi Access
- Pool (future)
- Pickle Ball courts 2 (future)
- Cabins (future)
- Hospitality Building (future)
- Walking Trail
- Existing Pond

V. Maintenance and Upkeep

A. Grounds Maintenance

- **Landscaping:** Regular landscaping and grounds maintenance will be performed to ensure an aesthetically pleasing and safe environment. This includes mowing, trimming, and removal of debris. Landscaping will be added on frontage road in accordance with the city of Abilene and landscape will be added around the pond, and other amenities as needed.
- **Pest Control:** A regular pest control program will be implemented to manage common pests.

B. Facilities Maintenance

- **Daily Cleaning:** Restrooms, showers, and common areas will be cleaned daily.
- **Repairs:** Timely repairs will be made to all facilities and infrastructure to ensure proper functioning and safety.

C. Waste Management

- **Trash Receptacles:** Sufficient and clearly marked trash receptacles will be available throughout the property.

- **Regular Collection:** Trash will be collected regularly to prevent overflow and maintain cleanliness.
- **Recycling:** Opportunities for recycling will be provided where feasible.

VI. Safety and Emergency Procedures

A. Fire Safety

- **Fire Extinguishers:** Fire extinguishers will be readily accessible in common areas and key facilities.
- **Emergency Exits:** Clearly marked emergency exits will be established and maintained.
- **Fire Pit Regulations:** Strict rules regarding the use of fire pits will be enforced, including designated areas and supervision.

B. Medical Emergencies

- **First Aid:** Basic first aid supplies will be available at the office.
- **Emergency Services:** In case of a serious medical emergency, guests will be instructed to call 911 immediately.

C. Severe Weather

- **Warning System:** A system for alerting guests to severe weather conditions will be in place.
- **Shelter Information:** Information on designated storm shelters or safe areas will be provided to guests.

VII. Environmental Considerations

A. Noise Control

- **Quiet Hours Enforcement:** Strict enforcement of quiet hours will be maintained to minimize noise disruption to guests and neighbors.
- **Sound Barriers:** Where necessary, natural or artificial sound barriers will be considered to mitigate noise.

B. Lighting

- **Appropriate Illumination:** Adequate lighting will be provided for safety and security, while minimizing light pollution to the surrounding area.
- **Dark Sky Compliance:** Efforts will be made to comply with dark sky initiatives where applicable.

C. Stormwater Management

- **Drainage Systems:** Proper drainage systems will be maintained to manage stormwater runoff effectively and prevent erosion.

VIII. Parking

- **Designated Parking:** Guests will be instructed to park their vehicles only in designated RV sites or overflow parking areas.
- **Vehicle Speed Limits:** A low speed limit will be enforced within the RV retreat to ensure pedestrian safety.

IX. Community Relations

Rainey Creek RV Retreat is committed to being a good neighbor and will:

- **Address Concerns:** Promptly address any concerns or complaints from local residents or authorities.
- **Maintain Property:** Keep the property clean, well-maintained, and visually appealing.
- **Communicate:** Maintain open communication with local authorities and the community.

X. Compliance

Rainey Creek RV Retreat will operate in full compliance with all applicable federal, state, and local laws, ordinances, and regulations, including those pertaining to zoning, health, safety, and environmental protection.

XI. Basic Park Layout

XII. Conclusion

This Plan of Operation demonstrates Rainey Creek RV Retreat's commitment to providing a high-quality, safe, and well-managed experience for its guests while being a responsible member of the Abilene community. We believe this plan addresses all necessary considerations for the Conditional Use Permit and look forward to contributing positively to the area.

Larry Hill
CEO
Rainey Creek LLC
325.668.1085

-END-

ZONING CASE CUP-2025-15 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 5, 2025
City Council 1st Read: August 28, 2025
City Council 2nd Read: September 11, 2025

Applicant
Owner: Rainey Creek LLC
Agent: Clint Rosenbaum

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 33.89 acres zoned Agricultural Open (AO) to allow for a Recreational Vehicle Park.

Location
Located at Parcel ID 75888. Legal description being approximately 33.89 acres of the Northeast Quarter of Survey 24, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The current owner proposes to build a 158 space RV Park. This property has remained vacant since annexation in 1980. This CUP is contingent on zoning case, Z-2025-22. The zoning case changes the zoning from Medium Density (MD) and General Retail (GR) to AO. If the zoning case is denied, this CUP request will need to be withdrawn.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	AO	Vacant
South	PDD-91	Walmart
West	AO	Single-Family Residence

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. Both suggest this area to be used as a transition between intensive retail to low-density to the north.
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 spirit and intent of AO zoning.

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 would be appropriate with the surrounding residential uses, it embodies good transitional development as it connects residents and visitors to the adjacent commercial and social service use to the east.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will generate additional traffic for the area but will be addressed during the site plan and platting stages.
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.**
   New driveways shall be reviewed as part of the Site Plan review process to ensure compliance to applicable standards.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The applicant proposes a privacy fence along the west property line to mitigate any visual impacts to the residence to the west.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed RV Park complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

P&Z Recommendation

P&Z recommends **approval** of the Conditional Use Permit subject to:
1. Removing proposed spaces from the unstudied flood zone
2. The amended concept plan
3. Plan of operation

Attachments

- PowerPoint Presentation
- Plan of Operation
- Concept Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 18, 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

Owner

OWNER	SITUS	PROP_ID	RESPONSE

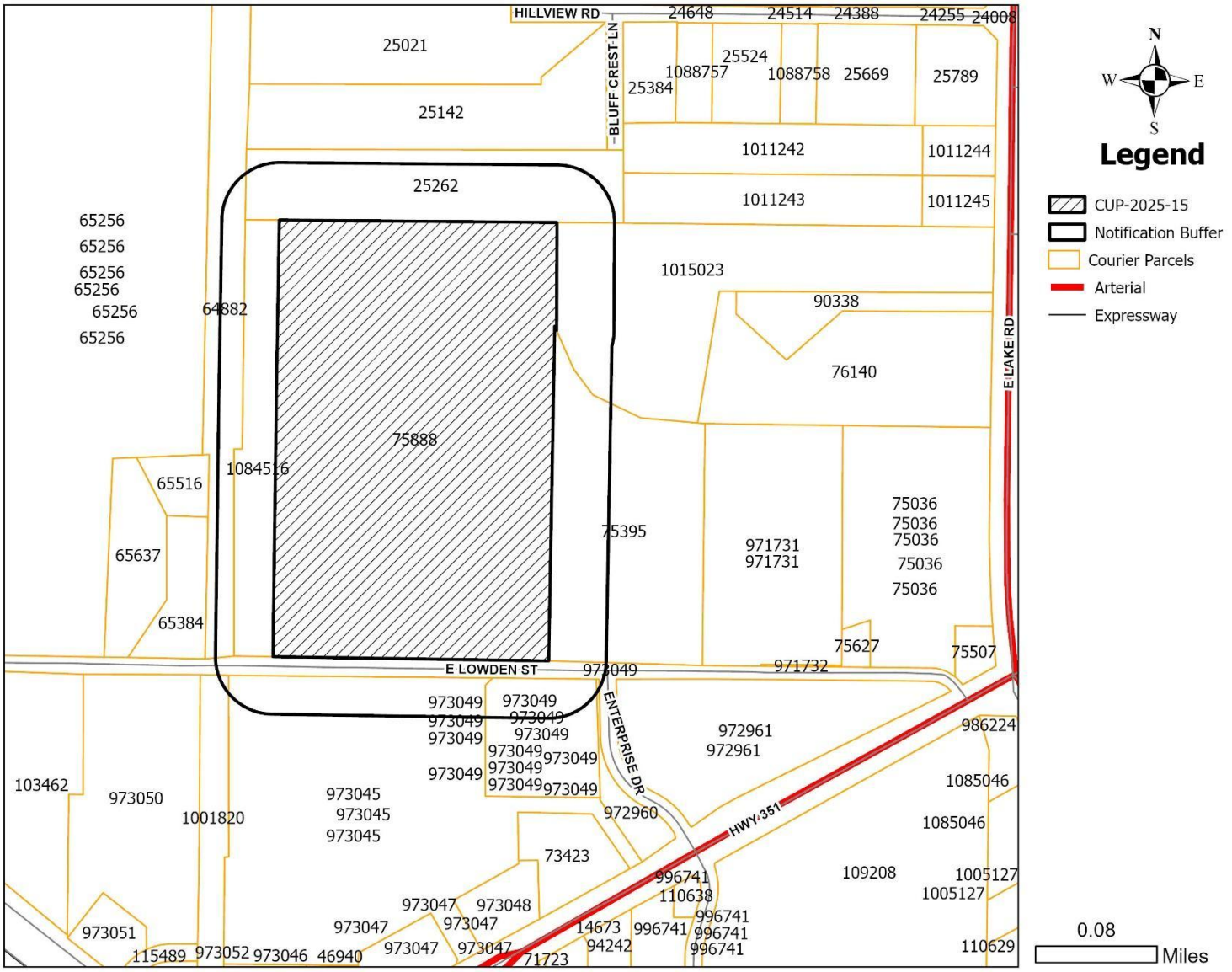
EARLEY LARRY A ET AL	1502 E LOWDEN ST	1084516	O
HALBERT DAVID STAFFORD		25262	F
MRP ABILENE LLC	1784 HWY 351	973049	
MRP ABILENE LLC	1780 HWY 351	973049	
MRP ABILENE LLC	1768 HWY 351	973049	
MRP ABILENE LLC	1788 HWY 351	973049	
MRP ABILENE LLC	1782 HWY 351	973049	
MRP ABILENE LLC	1786 HWY 351	973049	
MRP ABILENE LLC	1764 HWY 351	973049	
MRP ABILENE LLC	1766 HWY 351	973049	
MRP ABILENE LLC	1762 HWY 351	973049	
MRP ABILENE LLC	1772 HWY 351	973049	
MRP ABILENE LLC	1790 HWY 351	973049	
MRP ABILENE LLC	1776 HWY 351	973049	
MRP ABILENE LLC	1760 HWY 351	973049	
RAINEY CREEK LLC		75888	Applicant
REGION XIV EDUCATION SERV	1718 E LOWDEN ST	75395	
SCHLENTZ JACKIE LU HAUGHT		1015023	O
STARDOLLARS LLC	2626 ENTERPRISE DR	972960	
WAL-MART REAL ESTATE BUSINESS TRUST	1700 E LOWDEN ST	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 X HWY 351	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 HWY 351	973045	
WEST TEXAS UTILITIES CO		64882	
WEST TEXAS UTILITIES CO		1001820	

Prop ID

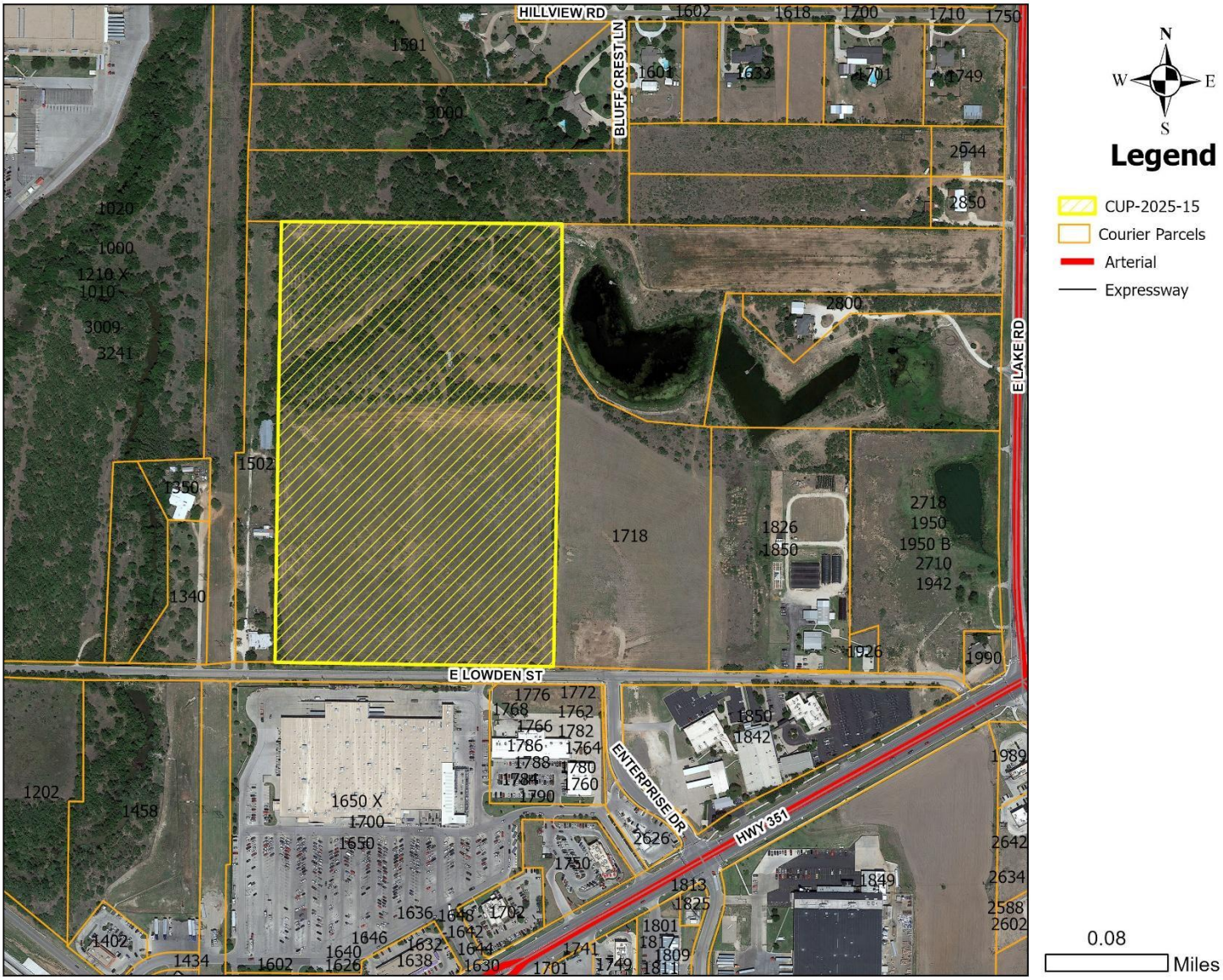
OWNER	SITUS	PROP_ID	RESPONSE
HALBERT DAVID STAFFORD		25262	F
WEST TEXAS UTILITIES CO		64882	
REGION XIV EDUCATION SERV	1718 E LOWDEN ST	75395	
RAINEY CREEK LLC		75888	Applicant
STARDOLLARS LLC	2626 ENTERPRISE DR	972960	
WAL-MART REAL ESTATE BUSINESS TRUST	1700 E LOWDEN ST	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 X HWY 351	973045	
WAL-MART REAL ESTATE BUSINESS TRUST	1650 HWY 351	973045	
MRP ABILENE LLC	1784 HWY 351	973049	
MRP ABILENE LLC	1780 HWY 351	973049	
MRP ABILENE LLC	1768 HWY 351	973049	
MRP ABILENE LLC	1788 HWY 351	973049	
MRP ABILENE LLC	1782 HWY 351	973049	
MRP ABILENE LLC	1786 HWY 351	973049	
MRP ABILENE LLC	1764 HWY 351	973049	
MRP ABILENE LLC	1766 HWY 351	973049	
MRP ABILENE LLC	1762 HWY 351	973049	
MRP ABILENE LLC	1772 HWY 351	973049	
MRP ABILENE LLC	1790 HWY 351	973049	
MRP ABILENE LLC	1776 HWY 351	973049	
MRP ABILENE LLC	1760 HWY 351	973049	
WEST TEXAS UTILITIES CO		1001820	

SCHLENTZ JACKIE LU HAUGHT		1015023	O
EARLEY LARRY A ET AL	1502 E LOWDEN ST	1084516	O

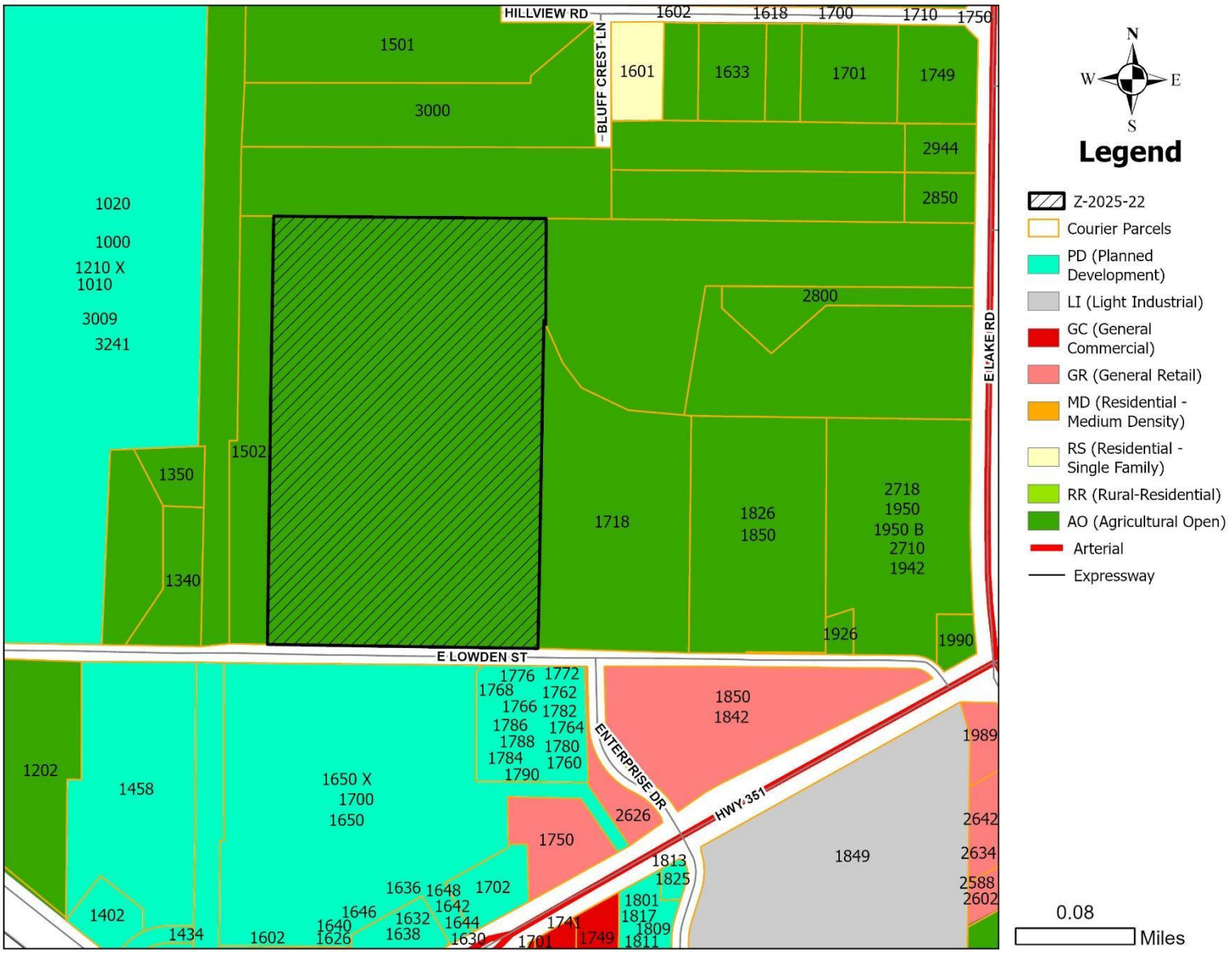
NOTIFICATION MAP



LOCATION MAP



ZONING MAP


HILLVIEW RD
1602
1618
1700
1710
1750
1501
3000
BLUFF CREST LN
1601
1633
1701
1749
2944
2850
1020
1000
1210 X
1010
3009
3241
2800
E LAKE RD
1502
1350
1340
1718
1826
1850
2718
1950
1950 B
2710
1942
1926
1990
E LOWDEN ST
1776
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1842
1989
ENTERPRISE DR
HWY-351
1202
1458
1650 X
1700
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2626
1750
1849
2642
2634
2588
2602
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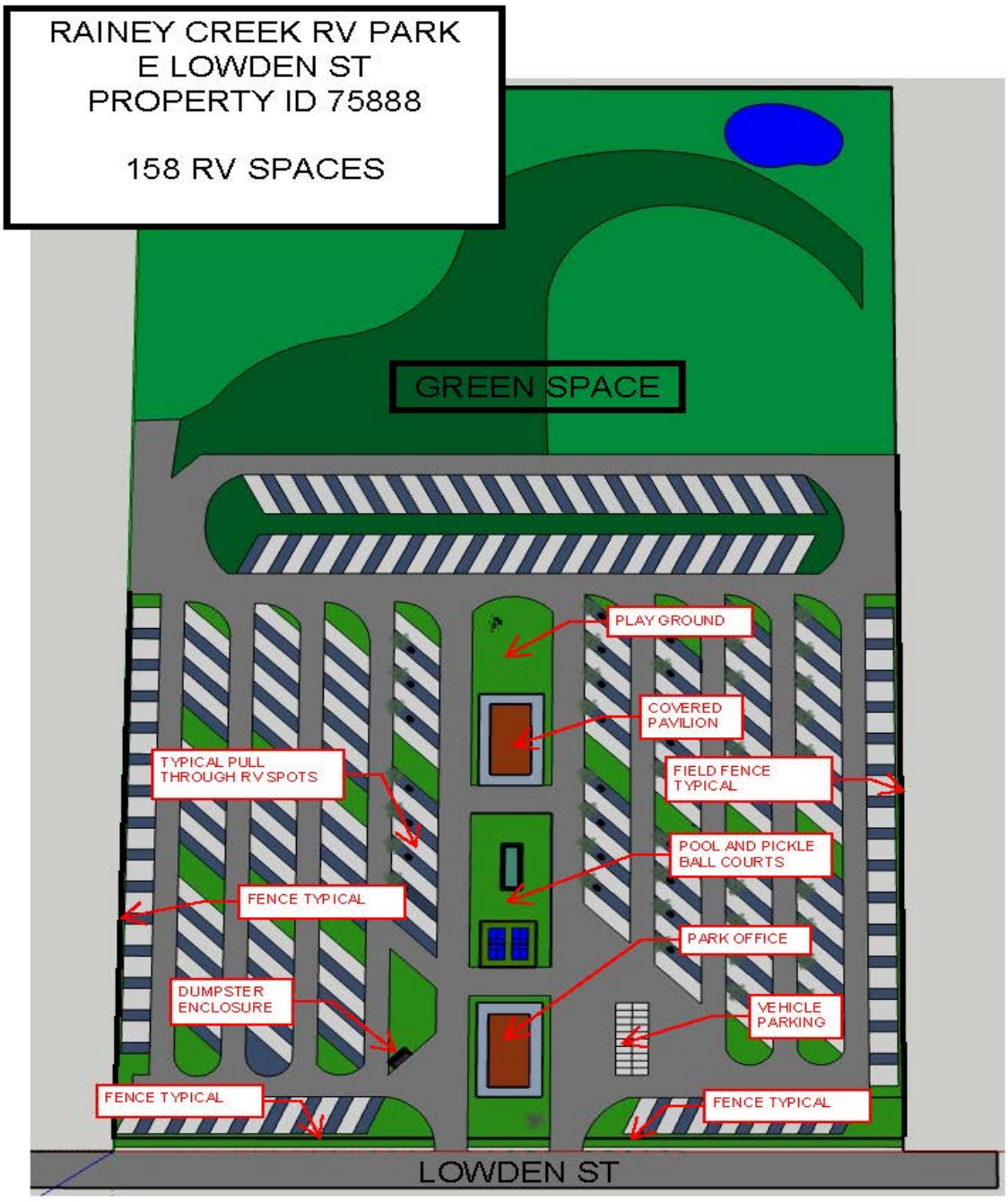
1749
1402
1434
1602
1626
N
W
E
S
Legend
Z-2025-22
Courier Parcels
PD (Planned Development)
LI (Light Industrial)
GC (General Commercial)
GR (General Retail)
MD (Residential - Medium Density)
RS (Residential - Single Family)
RR (Rural-Residential)
AO (Agricultural Open)
Arterial
Expressway
0.08
Miles

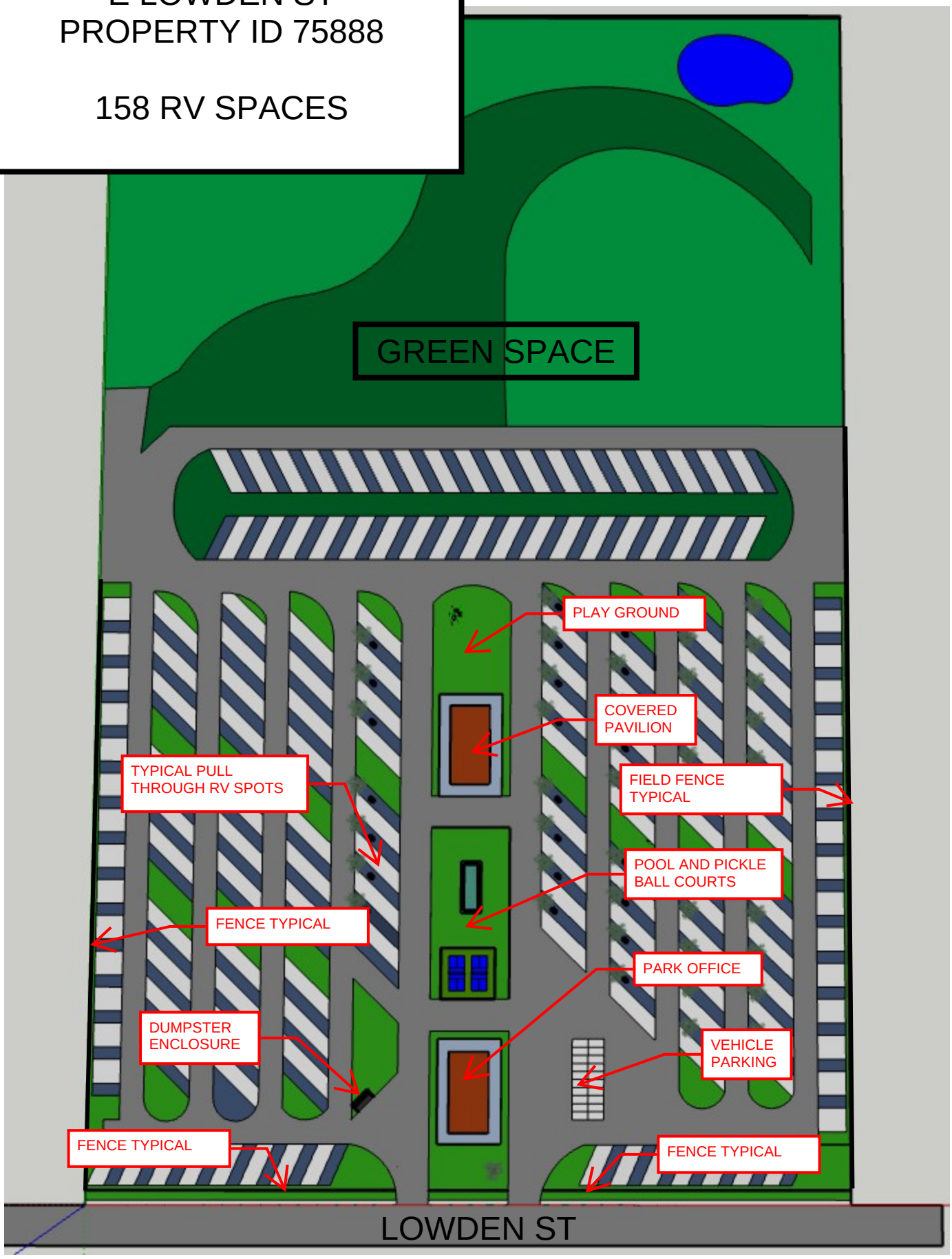
***amended* Concept Plan**

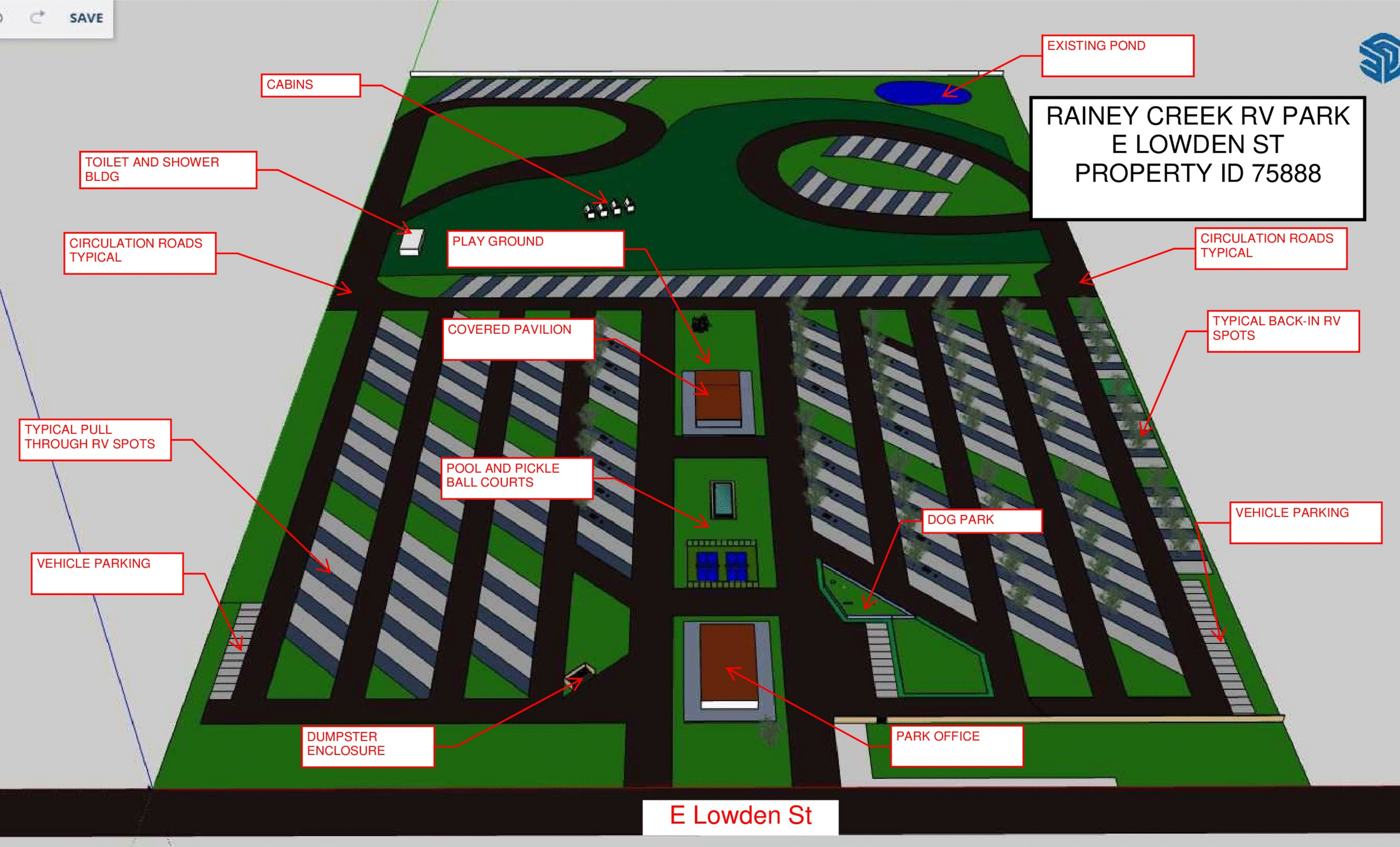


***Privacy fence along the west property line.**

RAINEY CREEK RV PARK
E LOWDEN ST
PROPERTY ID 75888

158 RV SPACES




SAVE
EXISTING POND
CABINS
RAINEY CREEK RV PARK
E LOWDEN ST
PROPERTY ID 75888
TOILET AND SHOWER BLDG
CIRCULATION ROADS TYPICAL
PLAY GROUND
CIRCULATION ROADS TYPICAL
COVERED PAVILION
TYPICAL BACK-IN RV SPOTS
TYPICAL PULL THROUGH RV SPOTS
POOL AND PICKLE BALL COURTS
DOG PARK
VEHICLE PARKING
VEHICLE PARKING
DUMPSTER ENCLOSURE
PARK OFFICE
E Lowden St

CITY OF ABILENE TEXAS

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- [X] 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: Rainey Creek RV Park

Address: E Lowden St Number of Lots: 128 Acreage: 34

Legal Description: A0958 SUR 24 B A L NE/4

Subdivision Name: Block: A Lot: Tract 1

Current Zoning: GR/MD Proposed Zoning (if applicable): AO

OWNER AND AUTHORIZATION

Owner Name: Rainey Creek LLC

Address: 3125 S 27th St

City, State, Zip: Abilene, TX 79605 Fax:

Phone: 325.668.1085 Email: larryh@hillresources.com

Agent Name: Clint Rosenbaum

Address: 2438 Industrial Blvd #170

City, State, Zip: Abilene, TX 79605 Fax:

Phone: 325.669.2915 Email: clint@rosenbaumeng.com

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

Signature of Owner: Date: 6/12/25

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

NOTARY PUBLIC STATE OF TEXAS
ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/14/2025

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

RV Park conditional use in AO zoning.

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)*: Larry Hill - Rainey Creek LLC

Property Owner X Project Representative ☐

Signature of Certifying Person: _____

ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/17/2025

*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: 6/12/25

NOTARY PUBLIC STATE OF TEXAS
ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

6/16/2025

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Rainey Creek RV Park
Total Number of Acres: 34
Zoning Classification(s): AO/ CU
Total Number of Lots:
Location: E Lowden St

Property Owner Information & Authorization

Name/Company: Rainey Creek LLC
Address: 3125 S 27th St
City: Abilene State: Texas Zip Code: 79605
Phone: 325.668.1085 Email: larryh@hillresources.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 6/16/25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Larry Hill (*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 17th day of June, 2025

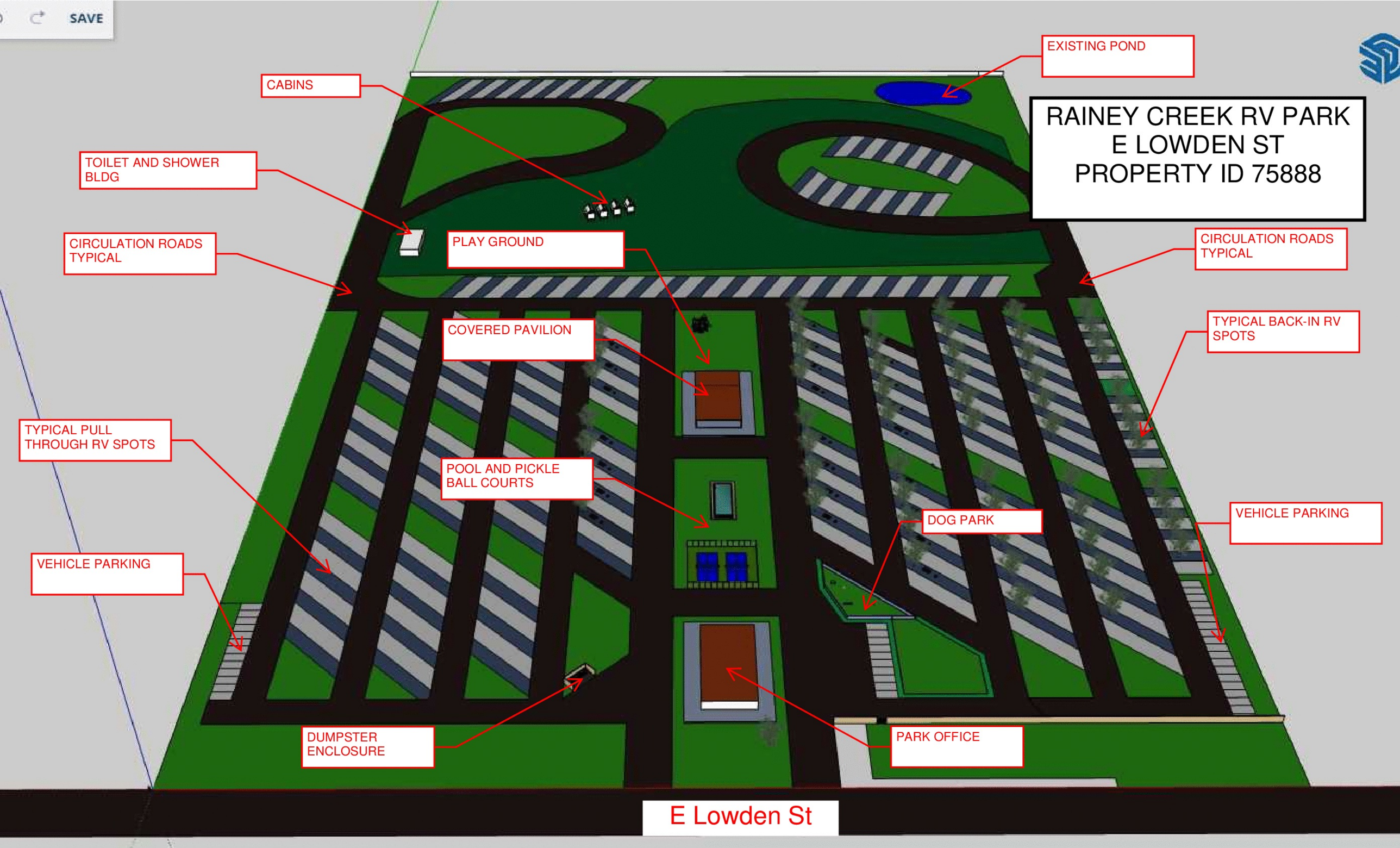
ANN SANCHEZ
My Notary ID # 126343429
Expires December 6, 2027

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Clint Rosenbaum Company: Rosenbaum Engineering
Address: 2438 Industrial Blvd #170 City: Abilene State: Texas
Zip Code: 79605 Number: 325.669.2915 Email: clint@rosenbaumeng.com


SAVE
EXISTING POND
CABINS
RAINEY CREEK RV PARK
E LOWDEN ST
PROPERTY ID 75888
TOILET AND SHOWER BLDG
CIRCULATION ROADS TYPICAL
PLAY GROUND
CIRCULATION ROADS TYPICAL
COVERED PAVILION
TYPICAL BACK-IN RV SPOTS
TYPICAL PULL THROUGH RV SPOTS
POOL AND PICKLE BALL COURTS
DOG PARK
VEHICLE PARKING
VEHICLE PARKING
DUMPSTER ENCLOSURE
PARK OFFICE
E Lowden St

CUP Plan of Operation: Rainey Creek RV Retreat

I. Introduction

This document outlines the Plan of Operation for the Rainey Creek RV Retreat, located at 1650 East Lowden St, Abilene, TX. This plan addresses the requirements for a Conditional Use Permit (CUP) and details the operational procedures to ensure a safe, enjoyable, and well-managed environment for all guests and the surrounding community.

II. Property Description

The Rainey Creek RV Retreat is situated at 1650 East Lowden St, Abilene, TX on approximately 34 acres. The property is designed to accommodate various sizes of recreational vehicles and offers a range of amenities for guests.

III. Operational Details

A. Hours of Operation

- **Office Hours:** Monday - Friday, 9:00 AM - 5:00 PM. Sat, 9:00am -12:00
- **Check-in:** 2:00 PM
- **Check-out:** 11:00 AM

- **Quiet Hours:** 10:00 PM - 7:00 AM daily. During quiet hours, excessive noise, loud music, and disruptive activities are prohibited.

B. Access and Security

- **Gated Access:** The RV retreat will have controlled access to ensure guest safety and security.
- **On-site Management:** A manager will be on-site during operational hours and available for emergencies after hours.
- **Surveillance:** Security cameras will be strategically placed throughout the property to monitor common areas and entrances.
- **Fencing:** The property will be fenced with a combination of field fence and privacy fence when required

C. Site Management

- **RV Site Assignments:** Guests will be assigned specific RV sites upon check-in. Limit 8 people per site unless approved by management.
- **Site Maintenance:** All RV sites will be regularly inspected and maintained to ensure cleanliness and functionality.
- **Utility Connections:** Each RV site will be equipped with standard utility connections (electric, water, sewer) as per industry standards.
- **Pets:** Maximum of two pets per site unless approved by management.

D. Guest Services

- **Registration:** All guests are required to register at the office upon arrival and provide necessary identification and vehicle information.
- **Rules and Regulations:** A comprehensive list of rules and regulations will be provided to guests upon check-in and prominently displayed.
- **Emergency Contact:** Emergency contact information for local services (police, fire, ambulance) will be readily available.
- **Respect:** Harassment or mistreatment of our staff, guests or neighbors will not be tolerated under any circumstances.

IV. Amenities

The Rainey Creek RV Retreat will offer a variety of amenities for guests, including but not limited to:

- Office, Restroom and Shower Facilities
- Laundry Facilities
- Pet-Friendly Areas
- Recreational Areas (e.g., picnic tables, open green spaces)
- Wi-Fi Access
- Pool (future)
- Pickle Ball courts 2 (future)
- Cabins (future)
- Hospitality Building (future)
- Walking Trail
- Existing Pond

V. Maintenance and Upkeep

A. Grounds Maintenance

- **Landscaping:** Regular landscaping and grounds maintenance will be performed to ensure an aesthetically pleasing and safe environment. This includes mowing, trimming, and removal of debris. Landscaping will be added on frontage road in accordance with the city of Abilene and landscape will be added around the pond, and other amenities as needed.
- **Pest Control:** A regular pest control program will be implemented to manage common pests.

B. Facilities Maintenance

- **Daily Cleaning:** Restrooms, showers, and common areas will be cleaned daily.
- **Repairs:** Timely repairs will be made to all facilities and infrastructure to ensure proper functioning and safety.

C. Waste Management

- **Trash Receptacles:** Sufficient and clearly marked trash receptacles will be available throughout the property.
- **Regular Collection:** Trash will be collected regularly to prevent overflow and maintain cleanliness.

- **Recycling:** Opportunities for recycling will be provided where feasible.

VI. Safety and Emergency Procedures

A. Fire Safety

- **Fire Extinguishers:** Fire extinguishers will be readily accessible in common areas and key facilities.
- **Emergency Exits:** Clearly marked emergency exits will be established and maintained.
- **Fire Pit Regulations:** Strict rules regarding the use of fire pits will be enforced, including designated areas and supervision.

B. Medical Emergencies

- **First Aid:** Basic first aid supplies will be available at the office.
- **Emergency Services:** In case of a serious medical emergency, guests will be instructed to call 911 immediately.

C. Severe Weather

- **Warning System:** A system for alerting guests to severe weather conditions will be in place.
- **Shelter Information:** Information on designated storm shelters or safe areas will be provided to guests.

VII. Environmental Considerations

A. Noise Control

- **Quiet Hours Enforcement:** Strict enforcement of quiet hours will be maintained to minimize noise disruption to guests and neighbors.
- **Sound Barriers:** Where necessary, natural or artificial sound barriers will be considered to mitigate noise.

B. Lighting

- **Appropriate Illumination:** Adequate lighting will be provided for safety and security, while minimizing light pollution to the surrounding area.
- **Dark Sky Compliance:** Efforts will be made to comply with dark sky initiatives where applicable.

C. Stormwater Management

- **Drainage Systems:** Proper drainage systems will be maintained to manage stormwater runoff effectively and prevent erosion.

VIII. Parking

- **Designated Parking:** Guests will be instructed to park their vehicles only in designated RV sites or overflow parking areas.
- **Vehicle Speed Limits:** A low speed limit will be enforced within the RV retreat to ensure pedestrian safety.

IX. Community Relations

Rainey Creek RV Retreat is committed to being a good neighbor and will:

- **Address Concerns:** Promptly address any concerns or complaints from local residents or authorities.
- **Maintain Property:** Keep the property clean, well-maintained, and visually appealing.
- **Communicate:** Maintain open communication with local authorities and the community.

X. Compliance

Rainey Creek RV Retreat will operate in full compliance with all applicable federal, state, and local laws, ordinances, and regulations, including those pertaining to zoning, health, safety, and environmental protection.

XI. Basic Park Layout

XII. Conclusion

This Plan of Operation demonstrates Rainey Creek RV Retreat's commitment to providing a high-quality, safe, and well-managed experience for its guests while being a responsible member of the Abilene community. We believe this plan addresses all necessary considerations for the Conditional Use Permit and look forward to contributing positively to the area.

Larry Hill
CEO
Rainey Creek LLC
325.668.1085

SURVEYED FOR: TXOK INVESTMENTS LLC.
1650 E. LOWDEN STREET
ABILENE TEXAS.
GF#18-33340

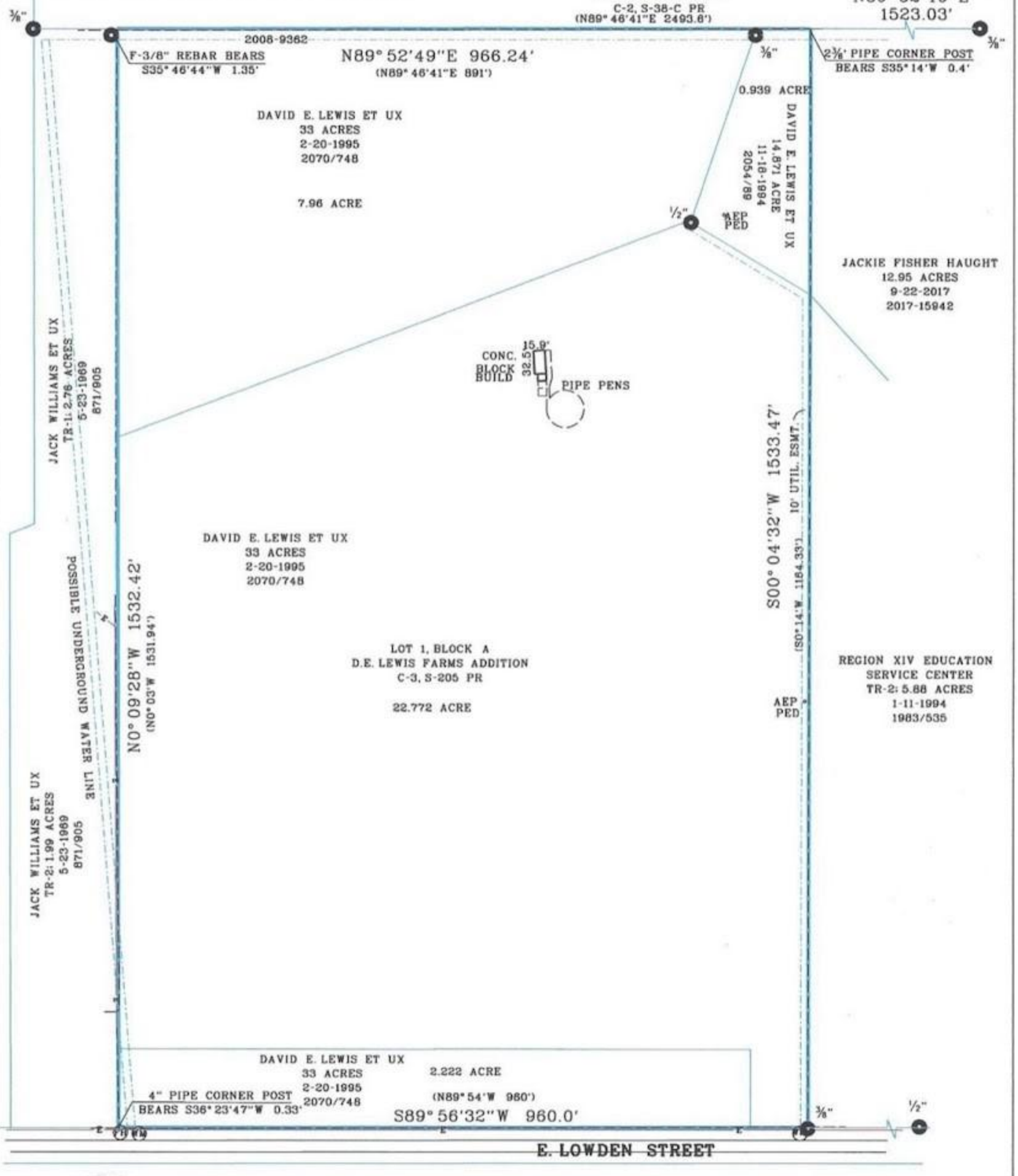
NOTE EASEMENTS:
V469-, P-411, DOES NOT AFFECT THIS TRACT.
V-2054, P-93, BLANKET EASEMENT, NO VISIBLE SIGN OBSERVED ON THIS TRACT.
INST. NO. -2008-9362, LOCATION ON PLAT.

A PART OF THIS TRACT IS IN ZONE AE AS PER FIRM COMMUNITY
*48441C 0227F, 1-6-2012.

BEARINGS BASED ON NORTH WITH GPS, WGS 84,

THERE ARE NO VISIBLE PROTRUSIONS OTHER THAN SHOWN
FENCE LINES ARE NOT ENTIRELY ON LOT LINES.

SCALE 1" = 200'
(*)-RECORD CALL
E-OVERHEAD ELECTRIC
T-ELEC. TRANS.
TP-TELE. PED.
WM-WATER METER
GM- GAS METER
UPL- UNDERGROUND PIPE LINE
● -FOUND REBAR
◎ -FOUND PIPE
□ -FOUND CONC. MON.
⊙ -SET REBAR W/CAP "ESTES 5003"
--------- -CONCRETE
———— -FENCE



I HEREBY CERTIFY TO CENTENNIAL TITLE COMPANY, LLC.
AND TXOK INVESTMENTS LLC.
THAT THIS PLAT REPRESENTS
A SURVEY OF THE IMPROVEMENTS UPON
33.893 ACRES OUT OF A
0.939 OF AN ACRE TRACT OUT OF A 14.871 ACRE TRACT,
A 7.96 ACRE TRACT, A 2.222 ACRE TRACT
AND LOT 1, BLOCK A, D.E. LEWIS FARMS ADDITION,
(22.772 ACRES) OUT OF A 33 ACRE TRACT
ALL BEING OUT OF A 77.97 ACRE TRACT OUT OF
A 88.36 ACRE TRACT, OUT OF THE NORTHEAST 1/4 OF
SECTION NO. 24, BLIND ASYLUM LAND SURVEYS,
TAYLOR COUNTY, TEXAS.

*SURVEYED ON THE GROUND MARCH 9, 2018.

ESTES SURVEYING, FIRM *10064600
DIEHL ESTES RPLS *5003
© ALL RIGHTS RESERVED
4194 PVT ROAD 1191, BAIRD TX. 79504
PO BOX 1044, CLYDE TX, 79510
(325) 893-2822

Taylor County
Blind Asylum Lands, Section 24
33.893 Acres
TXOK Investments LLC.

Attachment A

Being 33.893 acres of land out of a 0.939 of an acre tract out of a 14.871 acre tract, described in Deed to David E Lewis et ux, dated November 18, 1994, of record in Volume 2054, Page 89, Official Public Records of Taylor County, Texas, a 7.96 acre tract, a 2.222 acre tract, and Lot 1, Block A, D.E. Lewis Farms Addition, (22.772 acres), of record in Plat Cabinet No. 3, Slide No. 205, Plat Records of Taylor County, Texas, out of a 33 acre tract, described in Deed to David E. Lewis et ux, dated February 20, 1995, of record in Volume 2070, Page 748, Official Public Records of Taylor County, Texas, all being out of a 77.97 acre tract out of a 88.36 acre tract, out of the Northeast ¼ of Section No. 24, Blind Asylum Land Surveys, Taylor County, Texas, said 33.893 acres being more fully described as follows:

Beginning at a point, on the South line of Lot 10, Hill View Addition, of record in Plat Cabinet No. 2, Slide No. 38-C, Plat Records of Taylor County, Texas, for the Northeast corner of a 2.76 acre tract, described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Northwest corner of said 33 acre tract, the Northwest corner of a 7.96 acre tract, being the remainder of said 33 acre tract North of said Lot 1, Block A, and the Northwest corner of this tract, from which a found 3/8" rebar bears of record S35°46'44"W 1.35' and the Northwest corner of the Northeast ¼ bears of record West 117.2' and North 1103.76';

Thence N89°52'49"E, generally along a fence line, at 891' passing the Northwest corner of said 14.781 acre tract and the Northeast corner of said 33 acre tract, and continuing for a total distance of 966.24' to a point for the Northwest corner of a 12.95 acre tract, described in Instrument No. 2017-15942, Official Public Records, Taylor County, Texas, the Northeast corner of said 0.939 of an acre remainder out of said 14.871 acre tract and the Northeast corner of this tract, from which a 2 3/8" pipe corner post bears S35°14'W 0.4' and a found 3/8" rebar for the Northeast corner of 12.95 acre tract bears N89°52'49"E 1523.03';

Thence S00°04'32"W, generally along a fence line, a distance of 1533.47' to a found 3/8" rebar, on the North line of East Lowden Street, for the Southwest corner of a 5.88 acre tract described in Volume 1983, Page 535, Official Public Records, Taylor County, Texas, the Southeast corner of said Lot 1, Block A, the Southeast corner of said 33 acre tract and the Southeast corner of this tract;

Thence S89°56'32"W, generally along a fence line, on the North line of said East Lowden Street and the South line of said 33 acre tract, a distance of 960.0' to a point for the Southeast corner of a 1.99 acre tract described in Volume 871, Page 905, Deed Records, Taylor County, Texas, the Southwest corner of said 2.222 acre tract, being the remainder of said 33 acre tract lying South of said Lot 1, Block A, the Southwest corner of said 33 acre tract, and the Southwest corner of this tract, from which a 4" pipe corner post bears S36°23'47"W 0.33';

Thence N00°09'28"W, generally along a fence line, a distance of 1532.42' to the point of beginning, containing 33.893 acres of land, more or less.

Surveyed on the ground March 9, 2018.

Diehl Estes RPLS 5003
4194 PR 1191
Baird Texas, 79504
(325) 893-2822

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-15

You may indicate your position on the Conditional Use Permit request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	75888	Your Name:	RAINEY CREEK LLC	I am in favor of the request ☑
Requestor's Property Zoning:	AO	Your Property Address:		
Requestor's Proposed Zoning:	AO/CUP	Your Parcel ID:	75888	I am opposed to the request ☐

Signature:

AUG 5 PM12:25

AUG 5 PM12:25

CITY OF ABILENE TEXAS

HALBERT DAVID STAFFORD
3000 BLUFF CREST LN
ABILENE, TX 79601-4801

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-15 **July 16, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 5, 2025,** at **1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a Conditional Use Permit is approximately 33.89 acres to allow an RV (Recreational Vehicle) Park. Located at Parcel ID 75888. Legal description being approximately 33.89 acres of the Northeast Quarter of Survey 24, Blind Asylum Lands, Abilene, Taylor County, Texas. The property is currently vacant, and the request is to allow an RV park.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this Conditional Use Permit request. Only the area highlighted on the map by striped lines is being considered for a Conditional Use Permit. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **September 11, 2025, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-15

You may indicate your position on the Conditional Use Permit request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	75888	Your Name:	HALBERT DAVID STAFFORD	I am in favor of the request ☒
Requestor's Property Zoning:	AO	Your Property Address:		
Requestor's Proposed Zoning:	AO/CUP	Your Parcel ID:	25262	I am opposed to the request ☐

Signature:

Outlook

Zoning Notification Response form Case #: Z-2025-22 & CUP-2025-15

From Jackie Haught Schlentz <jackieh129@gmail.com>
Date Tue 7/29/2025 3:39 PM
To Planning Services <planning@abilenetx.gov>

I am opposed to the request of rezoning to allow an RV park. My property backs up to this property and I have a big tank and already have trouble keeping people from trespassing on my property to fish. I would like to know how he plans to keep people who are staying at the RV park from coming on my property to fish.

Thank you,

Jackie Lu Haught Schlentz

--
This is the Day that the Lord has made!! Rejoice and be Glad in it!!!!

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-15

You may indicate your position on the Conditional Use Permit request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	75888	Your Name:	EARLEY LARRY A ET AL	I am in favor of the request ☐
Requestor's Property Zoning:	AO	Your Property Address:	1502 E LOWDEN ST	
Requestor's Proposed Zoning:	AO/CUP	Your Parcel ID:	1084516	I am opposed to the request ☒

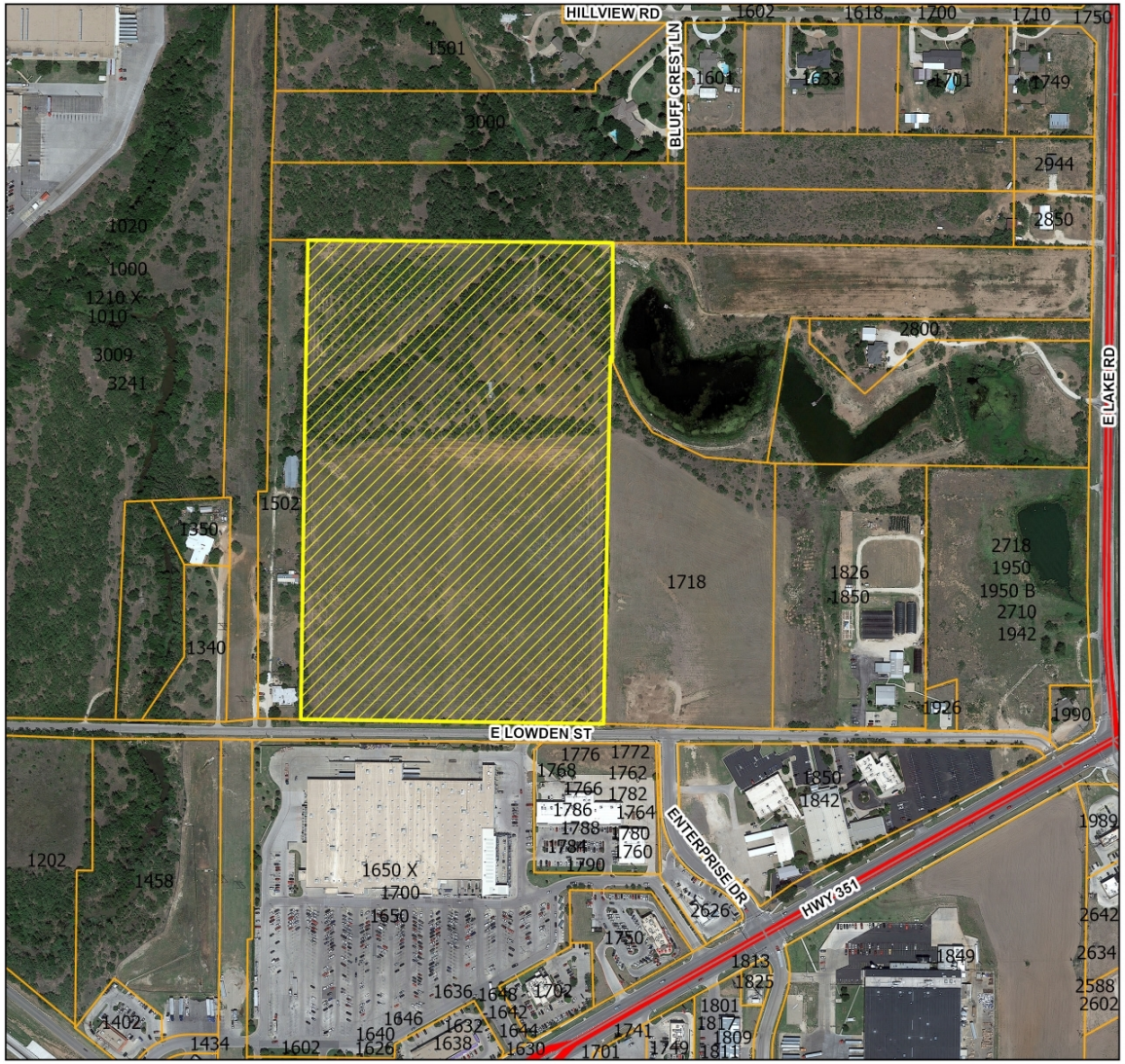
Signature:

CONDITIONAL USE PERMIT

Case:	CUP-2025-15
Owner	Rainey Creek LLC
Agent:	Clint Rosenbaum
Requests:	A Conditional Use Permit to allow an RV Park in Agricultural Open (AO) zoning.
Location:	1700 block of E Lowden St
Notification:	1 in Favor, 2 in Opposition
Planning & Zoning:	August 05, 2025
Council Hearing:	August 28, 2025
	September 11, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

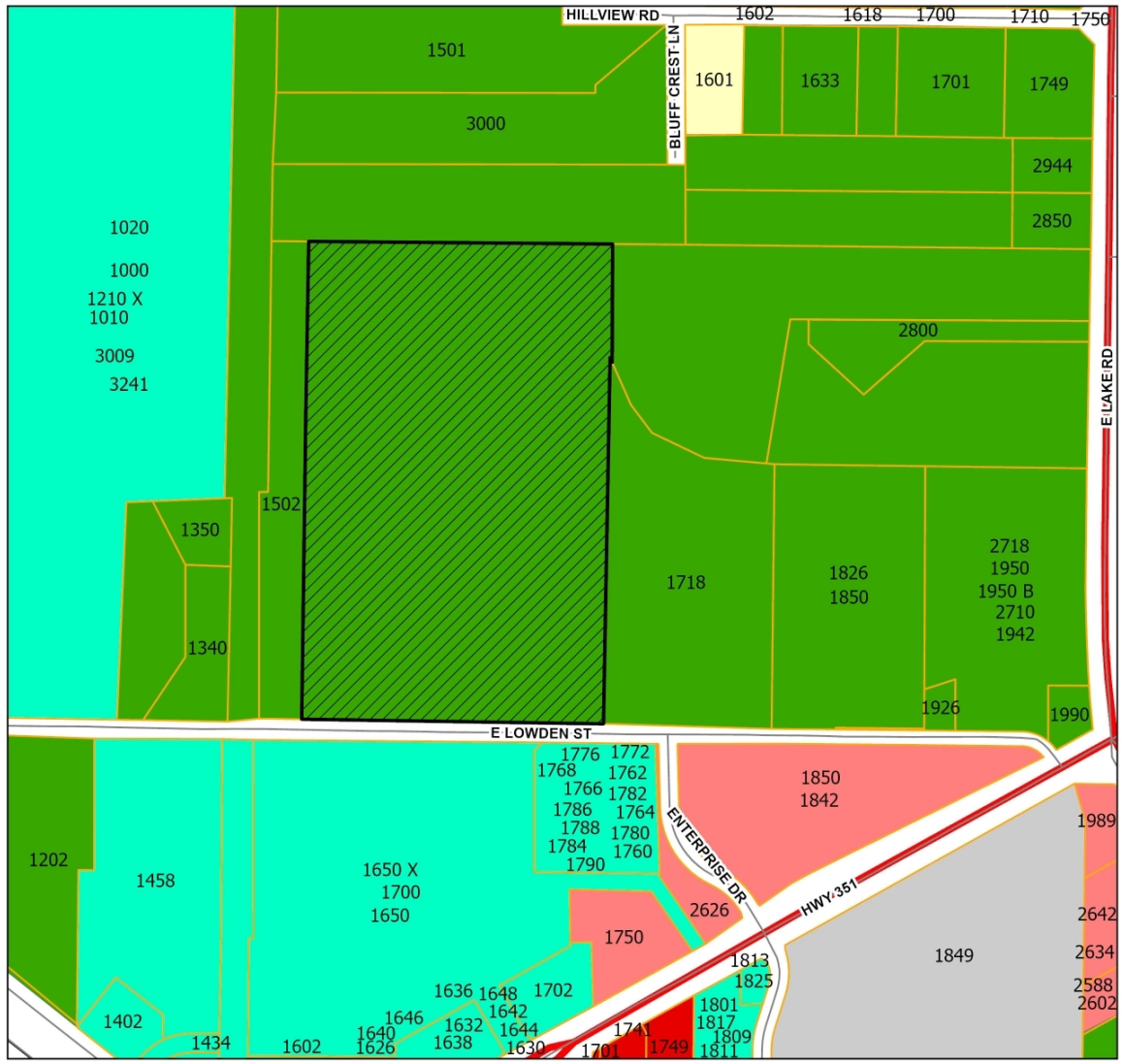
Legend

- CUP-2025-15
- Courier Parcels
- Arterial
- Expressway

0.08 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

- Z-2025-22
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- GC (General Commercial)
- GR (General Retail)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- RR (Rural-Residential)
- AO (Agricultural Open)
- Arterial
- Expressway

0.08 Miles

CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE:

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES:

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

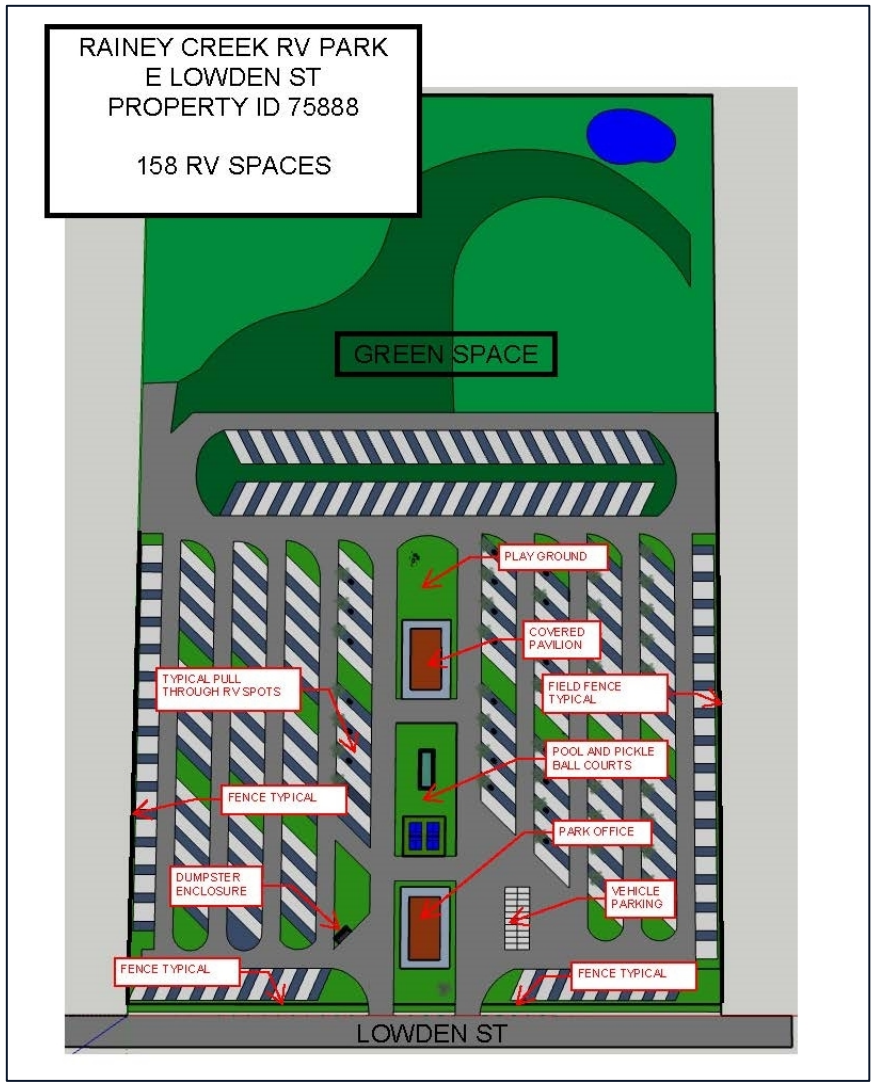
P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

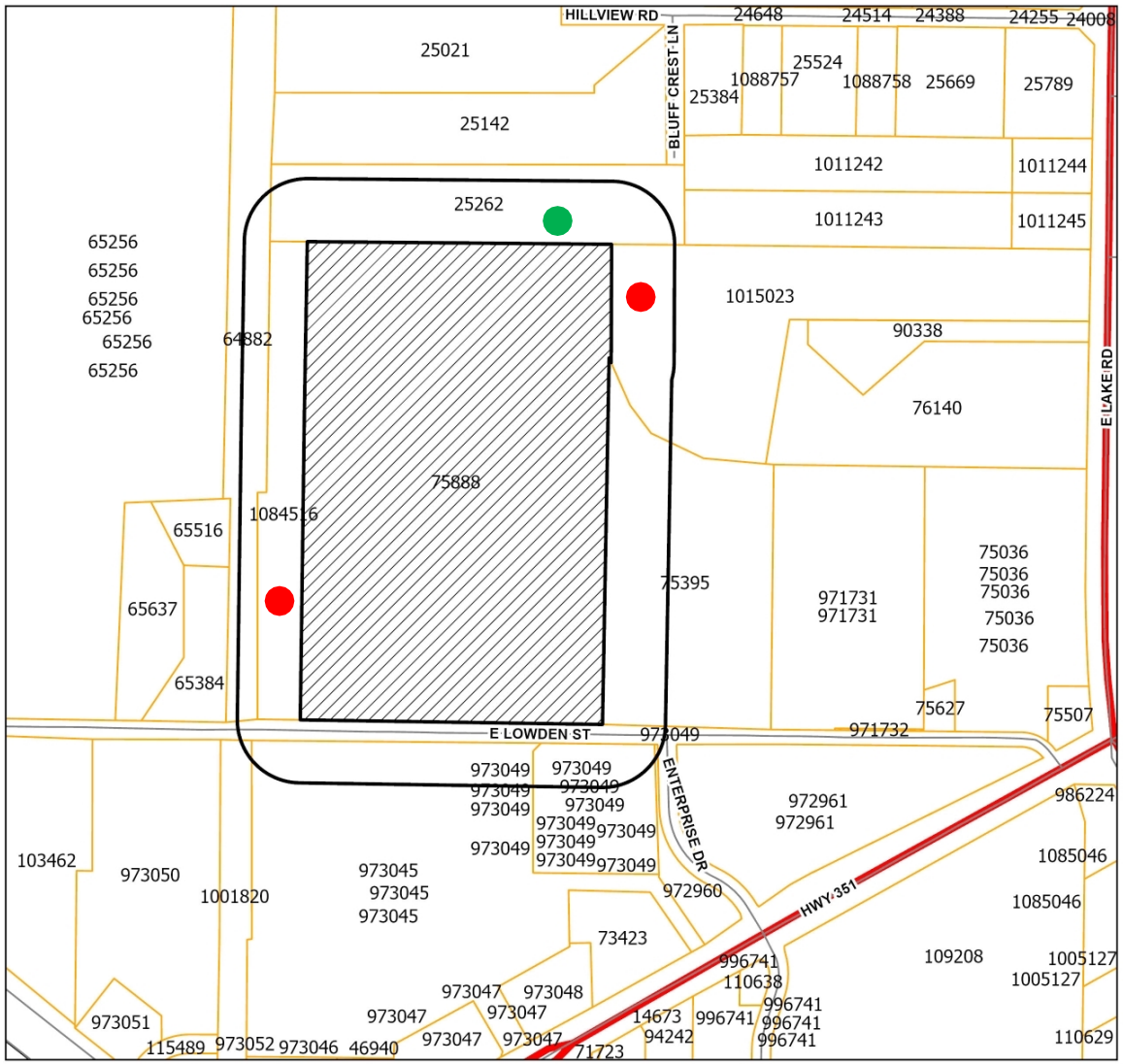
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Legend

- CUP-2025-15
- Notification Buffer
- Courier Parcels
- Arterial
- Expressway

0.08 Miles

1- In Favor-

2- Opposed-

35.16% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation

P&Z recommends **approval** of the Conditional Use Permit subject to:

1. Removing proposed spaces from the unstudied flood zone
2. The amended concept plan
3. Plan of operation

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **24. Ordinance (First Reading) Z-2025-23: Receive a Report, Hold a Discussion and Public Hearing, and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 4.46 Acres From Planned Development (PDD-42) To Agricultural Open (AO). Located At 4051 W Lake Road. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 4.46 acres from Planned Development District (PDD-42) to Agricultural Open (AO).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application
4. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 28th 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, said publication being on the 18th day of July, 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 11th day of September, 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 11th day of September, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 4.46 acres from Planned Development District (PDD-42) to Agricultural Open (AO).

Legal description as follows:

BEING 4.46 acres of land on the west side of Lot 411, Block, 3, Section One, Pleasant Hills Estates recorded in Plat Cabinet 4, Slide 761, Plat Records of Taylor County, Texas and said 4.46 acre tract being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 411 on the East line of West Lake Road AKA F.M. 600;

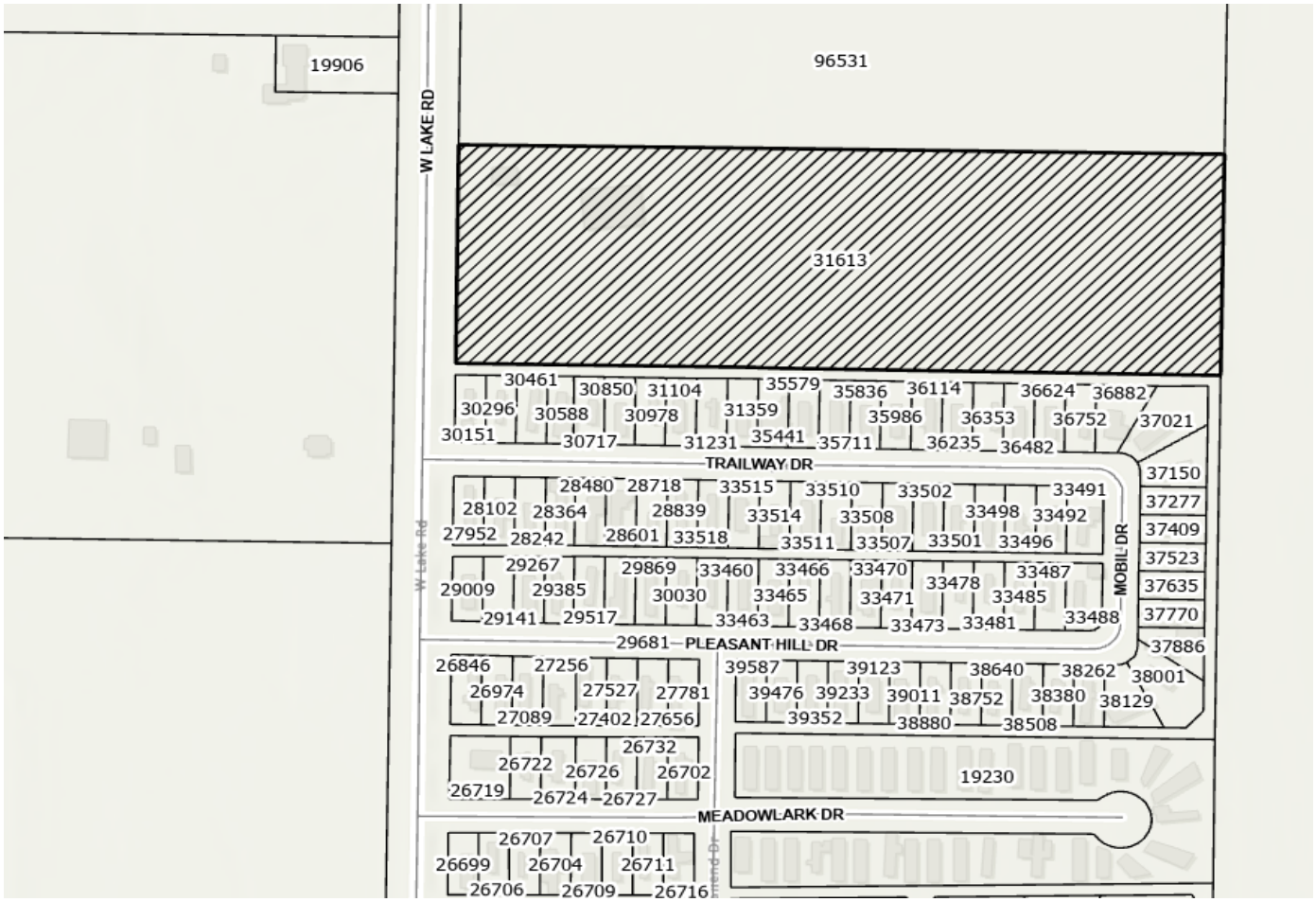
THENCE S88°59'43"E, 500.00 feet along the North line of said 411 to the West line of a 20.0' utility easement;

THENCE S00°47'43"W, 388.69' along the West line of said 20' utility easement to a point on the South line of said Lot 411;

THENCE N89°00'07"W, 500.00' to the Southwest corner of said lot 411 on the East Line of West Lake Road;

THENCE N00°47'43"E, 388.75' along the West line of Lot 411 and the East line of West Lake Road to place of beginning and containing 4.46 acres of land;

Located at 4051 W Lake Road.



END

ZONING CASE
Z-2025-23
STAFF REPORT

.

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 5, 2025
City Council 1st Reading: August 28, 2025
City Council 2nd Reading: September 11, 2025

Applicant
Owner: Marla Pollitt

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 4.46 acres from Planned Development District (PDD-42) to Agricultural Open (AO).

Location
Located at 4051 W Lake Road. Legal description being the West 500' of lot 411, Block 3 Pleasant Hill Estate, Section 1, Abilene, Taylor County, Texas.

Background
The subject property was granted a Conditional Use Permit for an RV park in 2023. The owners would like to change the zoning of the PDD portion to allow for a single-family home and completely remove the planned development district along the frontage of West Lake Road.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	PDD-177	Vacant Lot / Proposed RV Park
South	MH	Mobile/Manufactured Homes
West	AO	Agriculture/Single Family

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The proposed use is consistent with the Future Land Use Map and Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property is served by utilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments

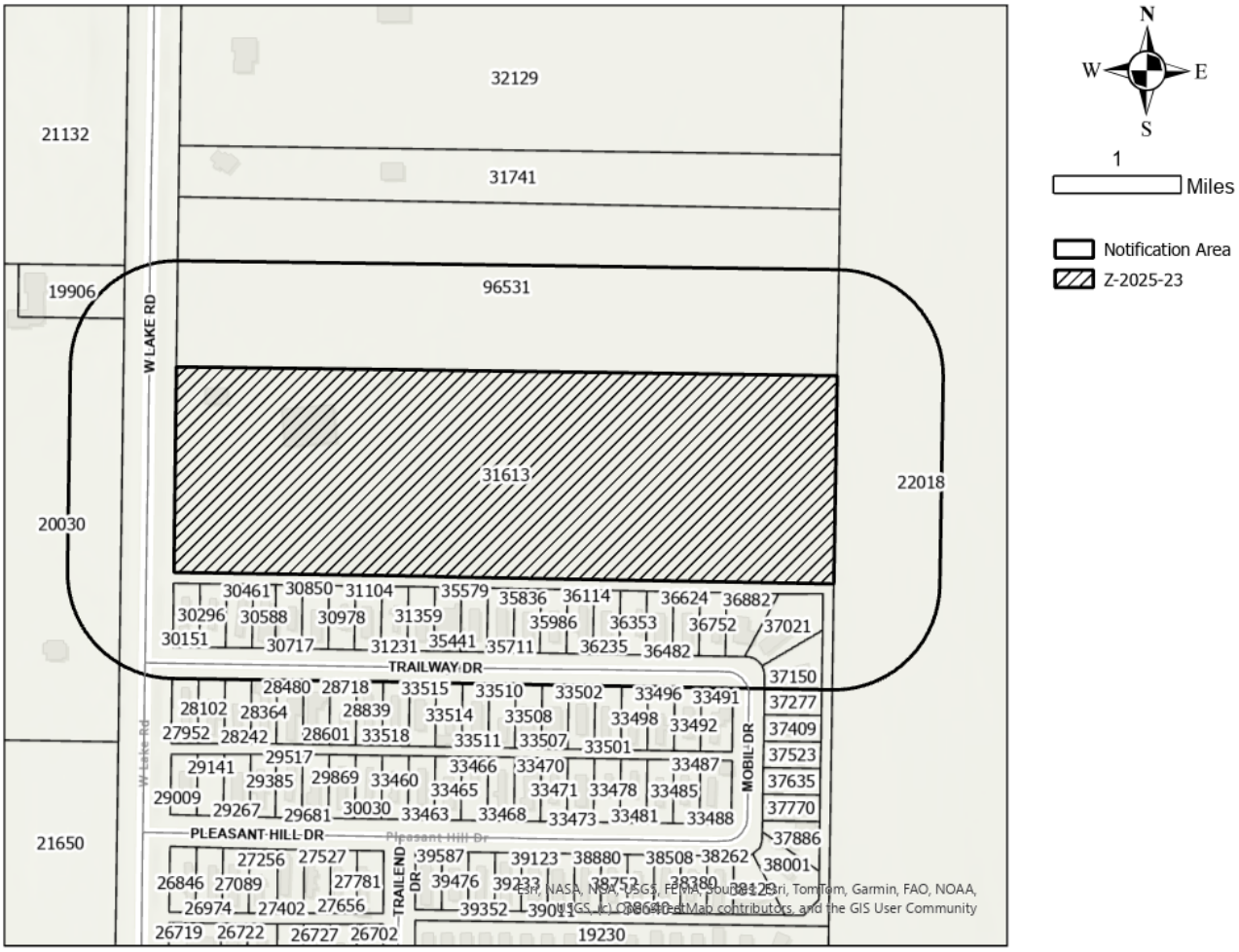
- PowerPoint Presentation
- Metes & Bounds
- Application

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 18, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

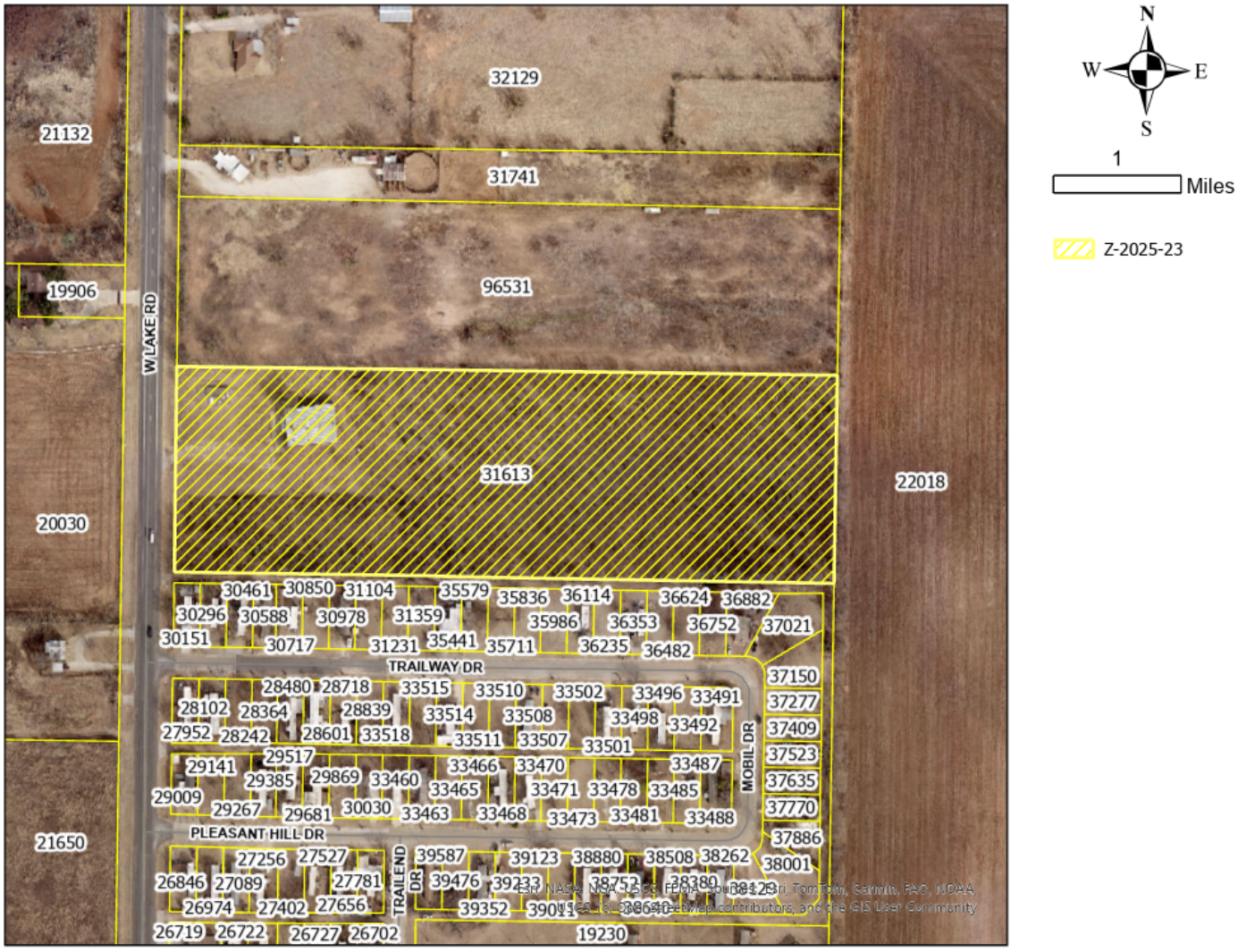
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
2G 4D LEGACY LP	20030	3774 W LAKE RD	
BLACKBURN JANE	30717	134 TRAILWAY DR	
BLANTON RANDY	96531	4063 W LAKE RD	
CLEAR VIEW RV LLC	31613	4051 W LAKE RD	
DANKWORTH DAN	19906	3808 W LAKE RD	
GONZALES JOHNNY L	30461	118 TRAILWAY DR	
MARTINEZ FLORANCE	36353	266 TRAILWAY DR	
MOORE GREATHOUSES LLC	30588	126 TRAILWAY DR	
NICHOLS ANN	35441	210 TRAILWAY DR	
WATER CREST RANCH ABILENE LLC	22018		

NOTIFICATION MAP

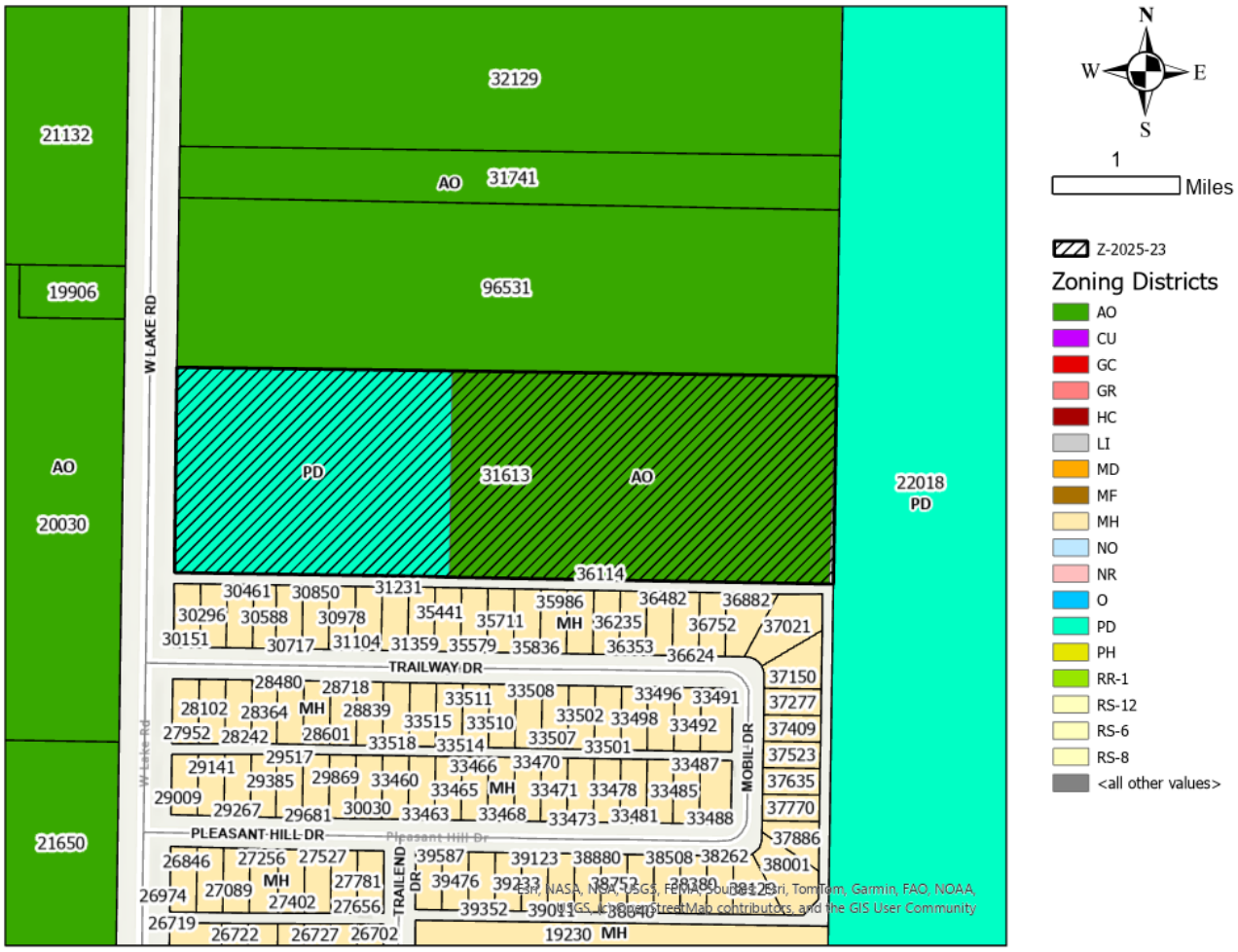


LOCATION MAP



Case # Z-2025-23
July 22, 2025

ZONING MAP


32129
21132
AO 31741
96531
19906
W LAKE RD
AO
20030
PD
31613
AO
22018
PD
36114
TRAILWAY DR
MOBIL DR
PLEASANT HILL DR
TRAILEND DR
21650
19230 MH
Esri, NASA, NGA, USGS, FEMA, Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, and the GIS User Community
N
W
E
S
1
Miles
Z-2025-23
Zoning Districts
AO
CU
GC
GR
HC
LI
MD
MF
MH
NO
NR
O
PD
PH
RR-1
RS-12
RS-6
RS-8
<all other values>

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: RV Park ~~11.159 acres out of Lots 11, 12, 13, Block 3, Section 1.~~

Address: 4051 W. Lake Number of Lots: Acreage: 11.159

Legal Description: 11.159 acres out of Lots, 11, 12, & 13 Block 3, Section 1

Subdivision Name: Pleasant Hill Estates part of Bowerman Survey No. 83 Block: Lot:

Current Zoning: Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Clearview RV LLC - Marla Pollitt

Address: 104 E Springcreek

City, State, Zip: Olney Tx 76374 Fax:

Phone: 940-564-6811 Email: tnz4n@gmail.com

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

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

Signature of Owner: Marla Pollitt Date: 6-20-2025

FOR OFFICE USE ONLY		
Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

☑ AO	Agricultural Open Space	☐ GR	General Retail
☐ RR	Rural Residential RR-5 & RR-1	☐ MU	Medical Use
☐ RS-12	Residential Single-Family – 12,000 sq. ft lots	☐ CB	Central Business
☐ RS-8	Residential Single-Family – 8,000 sq. ft lots	☐ MX	Mixed Use
☐ RS-6	Residential Single-Family – 6,000 sq. ft lots	☐ GC	General Commercial
☐ PH	Single-Family Residential Patio Home	☐ HC	Heavy Commercial
☐ TH	Residential Townhouse	☐ LI	Light Industrial
☐ MD	Residential Medium Density	☐ HI	Heavy Industrial
☐ MH	Manufactured/Mobile Home	☑ PD	Planned Development District
☐ CU	College & University	☐ MF	Multi-Family
☐ NO	Neighborhood Office	☐	Neighborhood Empowerment Zone
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

The Whole 11 acres has a CUP already. We would like the whole 11 acres to be zoned the same. Also a residence can be put on an AO.

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? O Yes O No

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

N/A

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

N/A

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

Name of Certifying Person *(print)*: Marla Pollitt

Property Owner ☑ Project Representative ☐

Signature of Certifying Person: Marla Pollitt

*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

Owner Authorization and Representative Designation

Property Description

Subdivision: Pleasant Hills Estates
Zoning Classification(s): AO & PD
Location: 4051 W. Lake Abilene
Total Number of Acres: 11.159
Total Number of Lots: _____

Property Owner Information & Authorization

Name/Company: Clearview RV LLC
Address: 104 E Springcreek
City: Olney State: Tx Zip Code: 76374
Phone: 940-564 6811 Email: trn24m@gmail.com

Project Representation (check one):

☑ I will represent the application myself; OR

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

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

Property Owner's Signature: Mark Pelto **Date:** 6-20-2024

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____ (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____

_____
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

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

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: Marla Gallo

DATE: _____

EXHIBIT "A"

PROPOSED PD ZONING

Being 4.46 acres of land on the west side of Lot 411, Block 3, Section One, Pleasant Hills Estates recorded in Plat Cabinet 4, Slide 761, Plat Records of Taylor County, Texas and said 4.46 acre tract being more particularly described as follows:

Beginning at the Northwest corner of said Lot 411 on the East line of West Lake Road AKA F.M. 600;

THENCE S88°59'43"E 500.00 feet along the North line of said 411 to the West line of a 20.0' utility easement;

THENCE S00°47'43"W 388.69' along the West line of said 20' utility easement to a point on the South line of said Lot 411;

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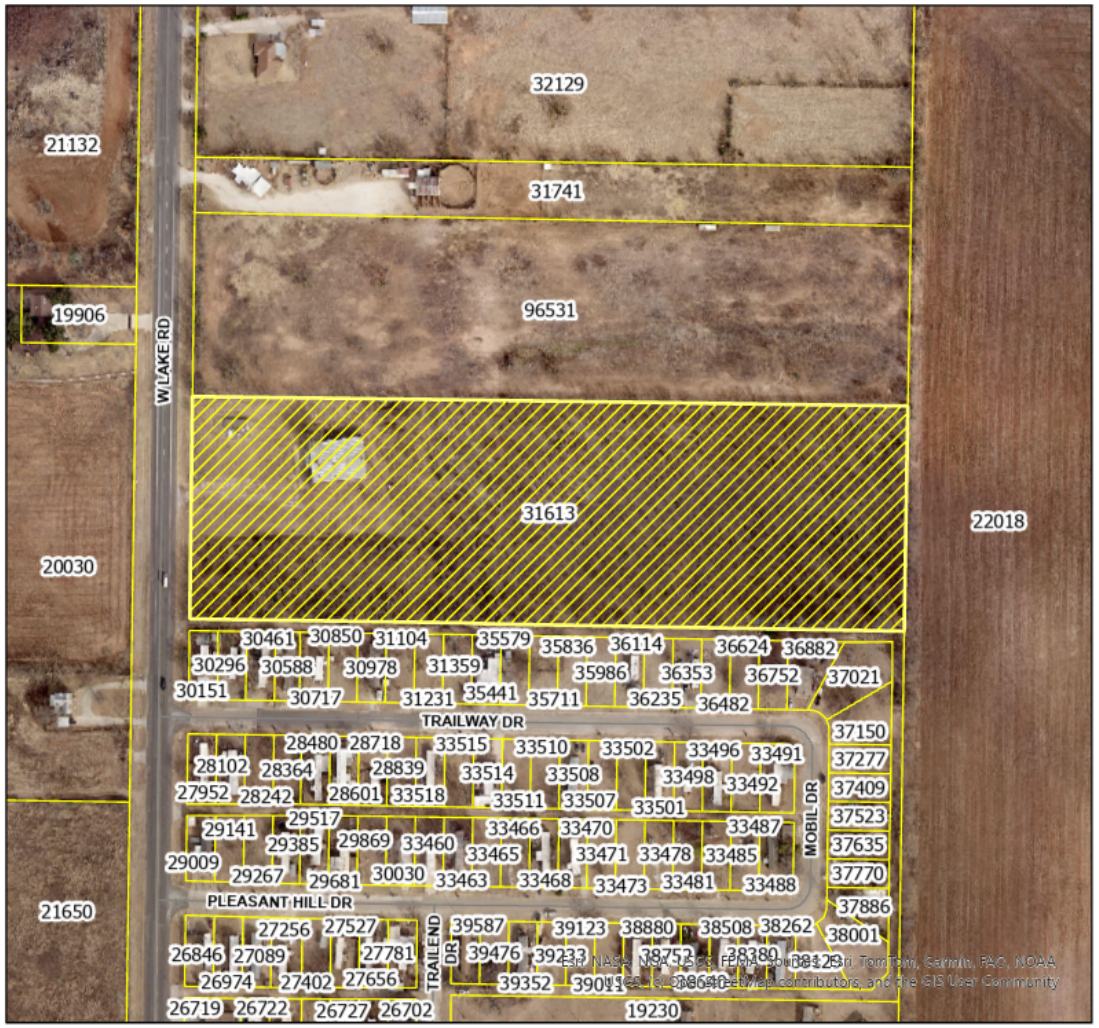
REZONE REQUEST

Case:	Z-2025-23
Owner:	Marla Pollitt
Request:	Change the zoning of approximately 4.46 acres from Planned Development District (PDD-42) to Agricultural Open (AO)
Location:	4051 West Lake Road
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	August 5, 2025
Council Hearing:	August 28, 2025
	September 11, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
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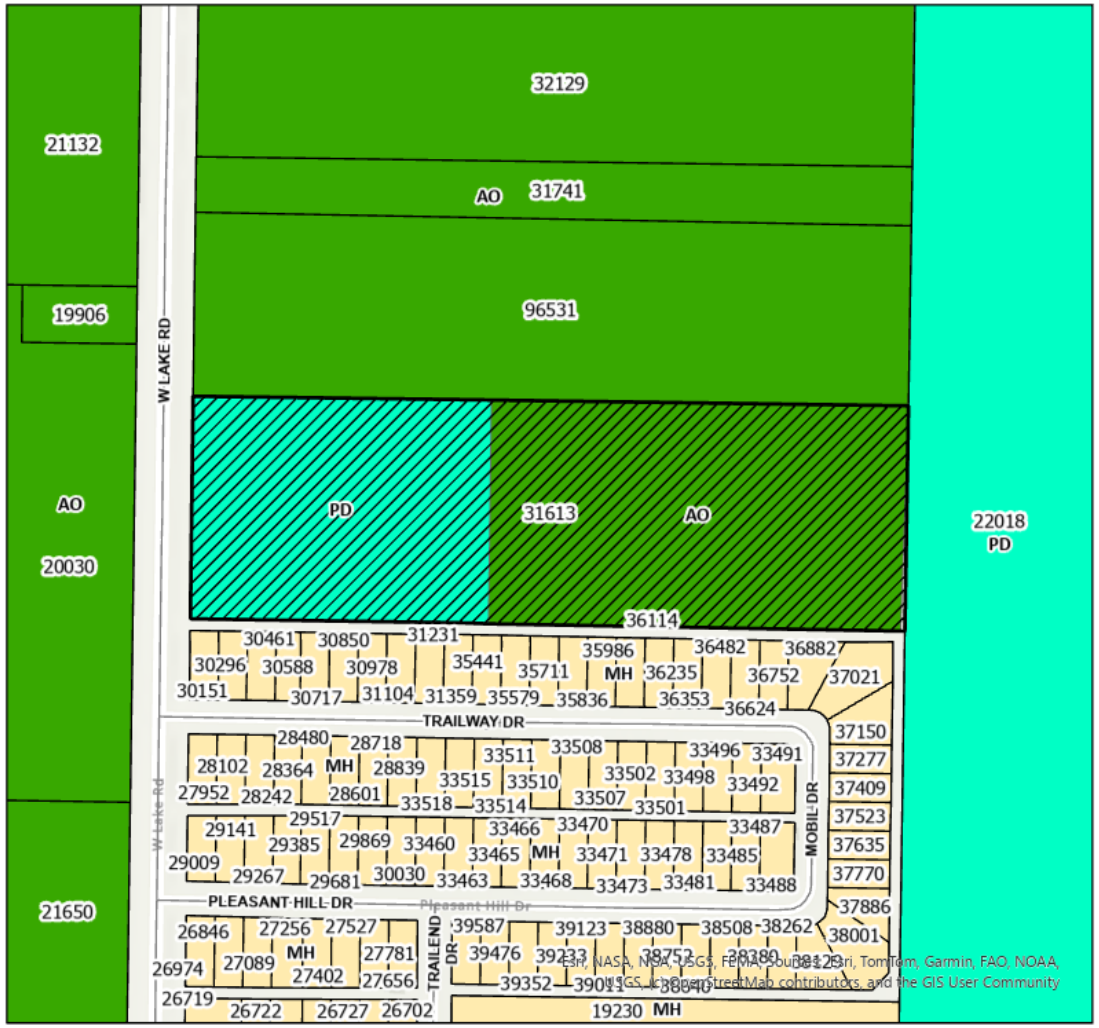
Miles

Z-2025-23

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

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LEGEND

P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
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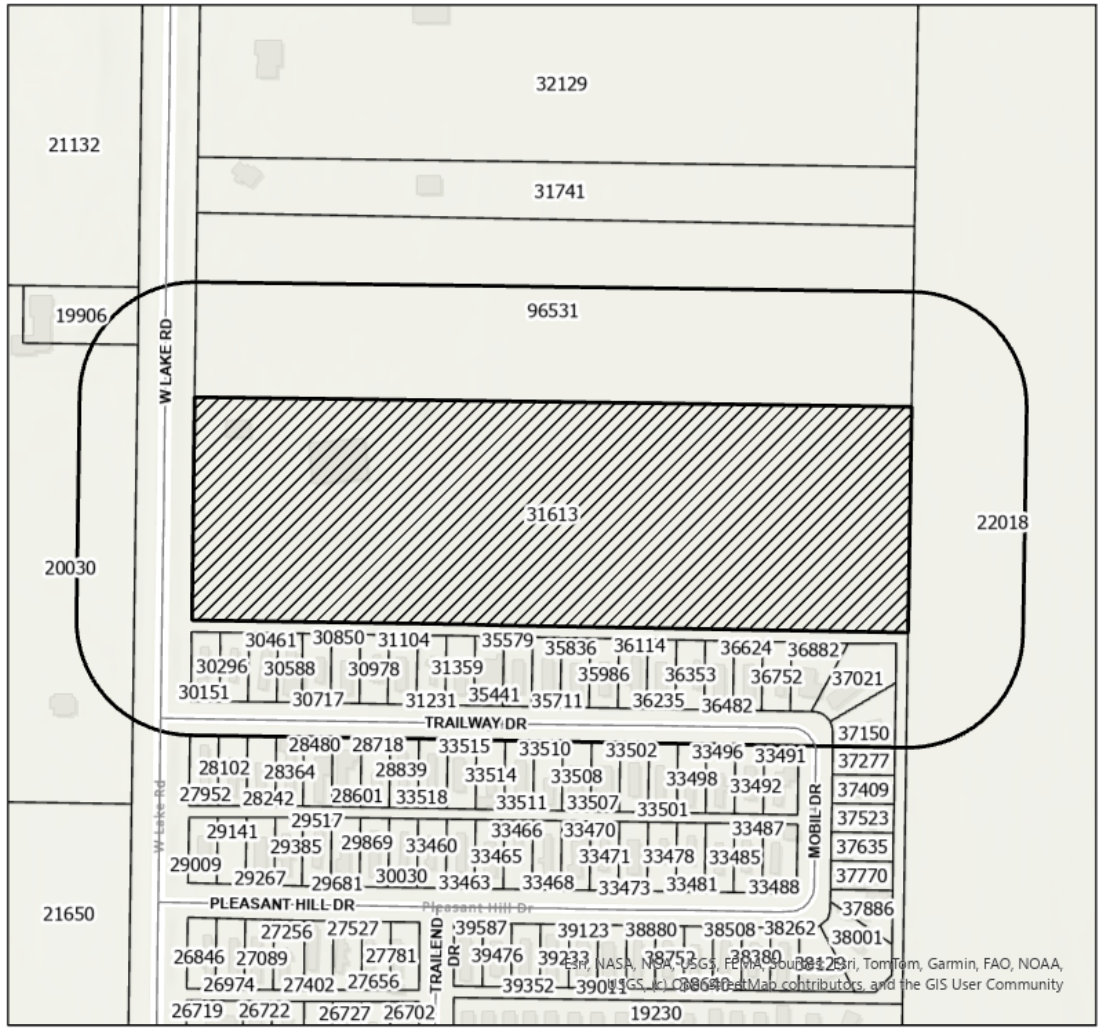
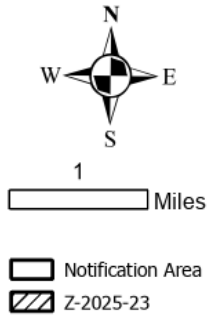
CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission

Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Emily Crawford, City Manager**

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

SUBJECT: **25. Ordinance (First Reading) Z-2025-24: Receive a Report, Hold a Discussion and Public Hearing, and Take Action On A Request From The Owner, To Change The Zoning Of Approximately 140.25 Acres From Agriculture Open (AO) To Patio Home (PH). Located At 3802 Stewart Road. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 140.25 acres from Agricultural Open (AO) to Patio Homes (PH).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommend approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application
4. 6508 Hwy 277 S
5. 6849 Inverness St
6. Presentation
7. 6841 Inverness
8. 6809 Inverness St

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 28th 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, said publication being on the 18th day of July, 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 11th day of September, 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 11th day of September, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 140.25 acres from Agricultural Open (AO) to Patio Homes (PH).

Legal description as follows:

BEGINNING at a 3/8'' rebar set on the SBL of Lot 7, Block H, Section III, Hampton Hills Subdivision (Cabinet 4, Slide 204, Plat Records, Taylor County, Texas) at the northwest corner of the John Adams Survey No. 44 and a 30 acre tract recorded in Instrument No. 2017-21128, Official Public Records, Taylor County, Texas for the most northerly northeast corner of this tract, whence a ½'' rebar found at the southeast corner of said Lot 7 bears S88°48'23"E 17.52 feet;

THENCE S0°59'45"W, 1895.76 feet to a 3/8" rebar found on the WBL of said Survey No. 44 at the southwest corner of said 30 acre tract and the northwest corner of a 5.04 acre tract recorded in Volume 1843, Page 812, Official Public Records, Taylor County Texas for an interior corner of this tract;

THENCE S88°53'20"E, 485.31 feet to a bolt found on the SBL of said 30 acre tract and the west side of Stewart Road (no dedication found) at the northeast corner of said 5.04 acre tract for the most easterly northeast corner of this tract;

THENCE S1°18'53"W, 347.95 feet along the west side of Stewart Road to a 3/8" rebar found at the southeast corner of said 5.04 acre tract;

THENCE N89°05'20"W, at 12.39 feet pass a 3/8" rebar found at the northeast corner of Lot 1, Block A, Childress Addition, as shown by plat recorded in Cabinet 3 Slide 182, Plat Records, Taylor County, Texas and continue along for a total distance of 219.89 feet to a 3/8" rebar set at the northwest corner of said Lot 1;

THENCE S00°57'13"W, 190.0 feet to a 3/8" rebar set at the southwest corner of said Lot 1;

THENCE S89°08'38"E, at 207.56 feet pass a 3/8" rebar found at the southeast corner of said Lot 1 and continue along for a total distance of 220.0 feet to a 3/8" rebar set on the west side of Stewart Road and the EBL of said 124.5 acre tract;

THENCE S01°16'W, 613.56 feet along the west side of Stewart Road and the EBL of said 124.5 acre tract to a ½" rebar found at the northeast corner of a 6.5 acre tract recorded in Instrument No. 2016-11744, Official Public Records, Taylor County, Texas for the most easterly southeast corner of this tract;

THENCE S88°07'13"W, 407,36 feet to a ½" rebar found at the northwest corner of said 6.5 acre tract for an interior corner of this tract;

THENCE S02°34'50"W, 387.17 feet to a ½" rebar found on the WBL of said 6.5 acre tract at the northeast corner of a 4.50 acre tract recorded in Instrument No. 2020-21229, Official Public Records, Taylor County, Texas for an interior corner of this tract;

THENCE N89°08'17"W, 535.60 feet to a 3/8" rebar set at the northwest corner of said 4.50 acre tract for an interior corner of this tract;

THENCE S00°01'33"W, 340.64 feet to a 3/8" rebar set on the WBL of said 4.50 acre tract and the north side of Autumn Sage Lane (no dedication found) for the most southerly southeast corner of this tract;

THENCE N89°08'17"W, 1033.90 feet along the north side of Autumn Sage Lane to an existing 6" wood fence corner post on the WBL of said 124.5 acre tract for the southwest corner of this tract;

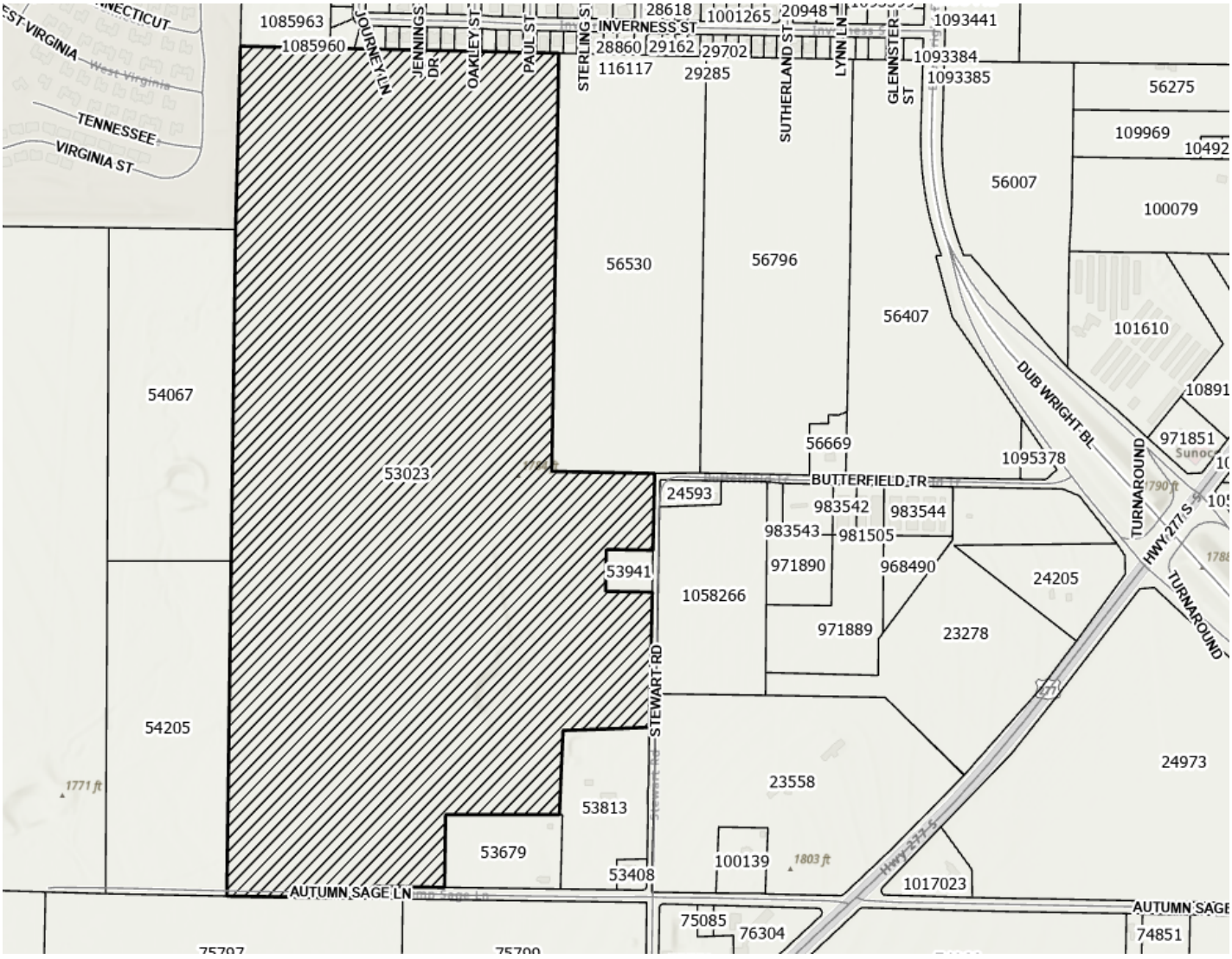
THENCE N0°49'22"E, 2977.85 feet to an aluminum monument found on the WBL of said 124.5 acre tract at the northeast corner of a 20.00 acre tract recorded in Volume 2829, Page 811, Official Public Records, Taylor County, Texas;

THENCE N1°18'19"E, 827.31 feet to a ½" rebar found at an interior corner of said 104.75 acre at the southwest corner of a 62.69 acre tract recorded in Volume 2628, Page 895, Official Public Records, Taylor County, Texas for the northwest corner of this tract;

THENCE S88°47’23”E, 683.22 feet along the NBL of said 104.75 acre tract to an aluminum monument found at the southeast corner of said 62.69 acre tract;

THENCE S88°48’23”E, 839.40 feet along the NBL of said 104.75 acre tract to the place of beginning and containing 140.25 acres of land.

Located at 3802 Stewart Road.



END

ZONING CASE
Z-2025-24
STAFF REPORT

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PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 5, 2025
City Council 1st Reading: August 28, 2025
City Council 2nd Reading: September 11, 2025

Applicant
Owner: Prestige Stewart Abilene LLC

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 140.25 acres from Agricultural Open (AO) to Patio Homes (PH).

Location
Located along Stewart Road and Autumn Sage Lane. Legal description being 140.25 acres of Survey 6 D. B. Corley, Abilene, Taylor County, Texas.

Background
The subject property has remained vacant since annexation in 1986. The owner would like to use the property for residential single family uses. Specifically, the owner is requesting Patio Home zoning.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Single-family
East	AO	Vacant
South	ETJ	Vacant/Agricultural
West	AO	Vacant/Agriculture

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The proposed use is consistent with the Future Land Use Map and Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property is not currently served by all public utilities; however, the subject property will be required to plat which will trigger public improvements to extend services to the subject property.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Metes & Bounds
- Application

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 18, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

OWNER	PROP_ID	SITUS	RESPONSE
AVERY DARLA	1002441	6817 INVERNESS ST	
BAILEY QUANTESH	1002438	6749 INVERNESS ST	
BARTLETT DANIEL	1057957	6909 INVERNESS ST	
BOWEN ROBBIE & DEBBIE	54205		
BRANTLEY JEFFERY & EMILY	1057979	7034 JENNINGS DR	
CARLSON ROBERT L & MILDRED	1085959	6917 INVERNESS ST	
CROWN MONEY LLC	53023	3802 STEWART RD	
DAVILA MARGARET	54067		
DAVIS MELISSA L	1087096	6857 INVERNESS ST	
FARVARDIN LLC	116116	6717 INVERNESS ST	
FENTON RICHARD D JR	116131	3142 STERLING ST	
FREDERICKS JOHN M	1057956	6901 INVERNESS ST	
GILL JOHN S & LISA MARIE	1012755	6841 INVERNESS ST	O
GRAY TROY	24593	6649 BUTTERFIELD TR	
HAMMONDS JEFFERY MARK & LINDA MICHELLE	1085982	7037 JOURNEY LN	
HAWKS WES	56530	6648 BUTTERFIELD TR	
HINSHAW STEVEN L JR & ROSA F	1012754	6833 INVERNESS ST	
JANNISE RICKY JOSEPH LIFE EST &	53813	4010 STEWART RD	
JOHNSON PAUL A & MYRA F	23558	6508 HWY 277 S	F
KELLEY ERIC & JESSICA	1012756	6849 INVERNESS ST	O
LAUDI VINCENT & ROXANNE	1002466	3142 PAUL ST	
MORALES AMY CATHRYN	1012761	3134 OAKLEY ST	
NATIONAL ASSOC OF LETTER	53941	3810 STEWART RD	
ORTIZ ARMANDO	75799	6728 HWY 277 S	
ORTIZ GABRIEL LEE & LAURA JEANNE	1057958	7033 JENNINGS DR	

REEVES JASON & JANET	1085960	6925 INVERNESS ST	
SANDERS COLTON RYAN & CORA MECHELE	1085963	7034 JOURNEY LN	
SCHULTZ ZACHARY LEE & KRISTIN ELIZABETH	1002440	6809 INVERNESS ST	O
SHARP TOM	1058266		
SMOLUCH JON & NATHALIE	53679	6702 AUTUMN SAGE LN	
SORIANO BEATRIZ ADRIANA	116119	6741 INVERNESS ST	
STANKE BONNIE JEAN	1012762	3133 OAKLEY ST	
STEWART BRADLY WES & KORI	116118	6733 INVERNESS ST	
THOMPSON DESMOND A & ASHTON D	1002439	6801 INVERNESS ST	
VANDERBURG JORY R	1002442	3141 PAUL ST	
VENABLE DANIEL D JR	116117	6725 INVERNESS ST	
WAECHTER JARED KYLE & CELEST	1012753	6825 INVERNESS ST	
WEATHERBEE CONSTRUCTION INC	1085961	6933 INVERNESS ST	
WEEKS TIMOTHY JOSEPH	1057955	6865 INVERNESS ST	
WOLFE & LARNED INC	75797		

PROPERTY ID

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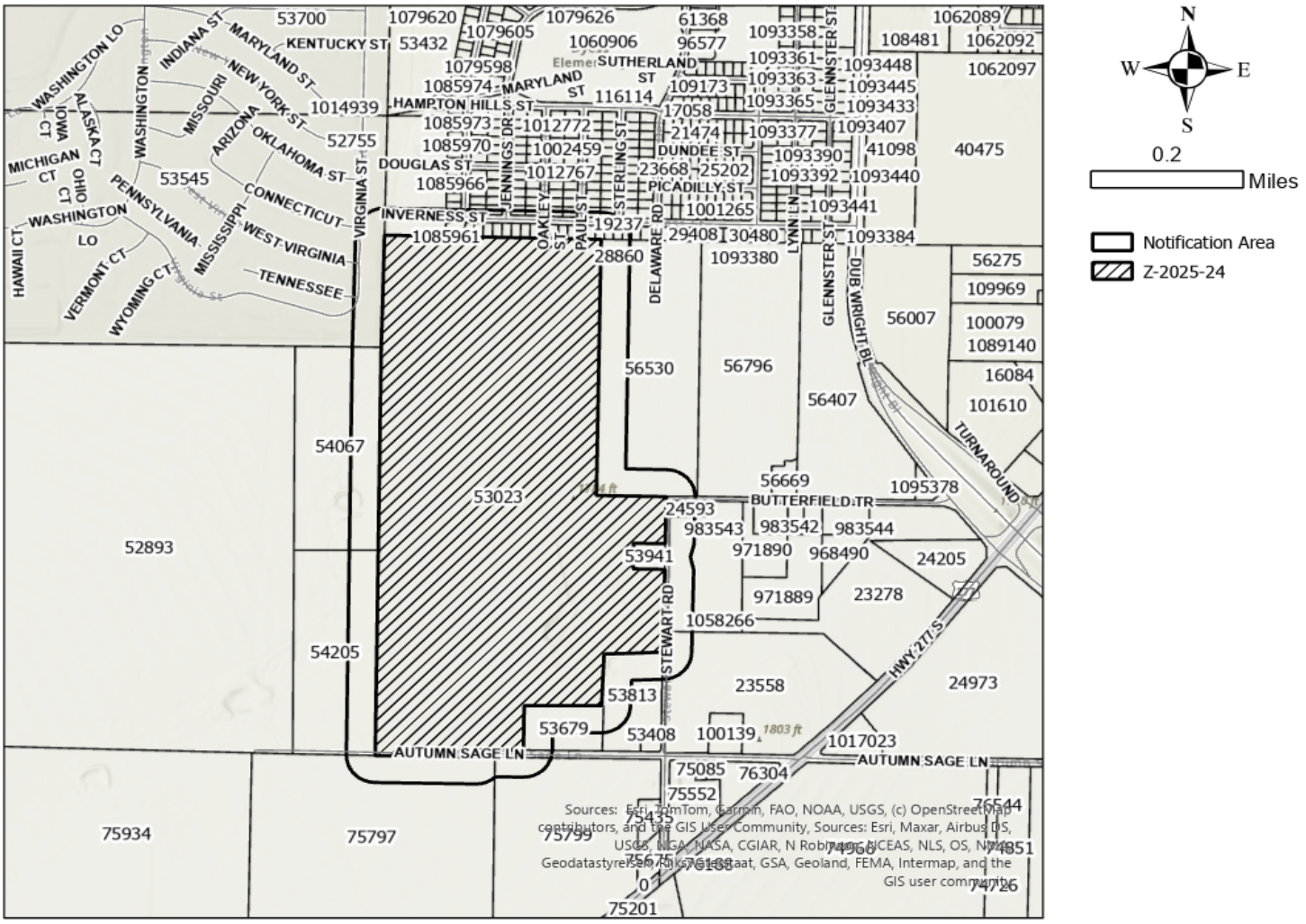
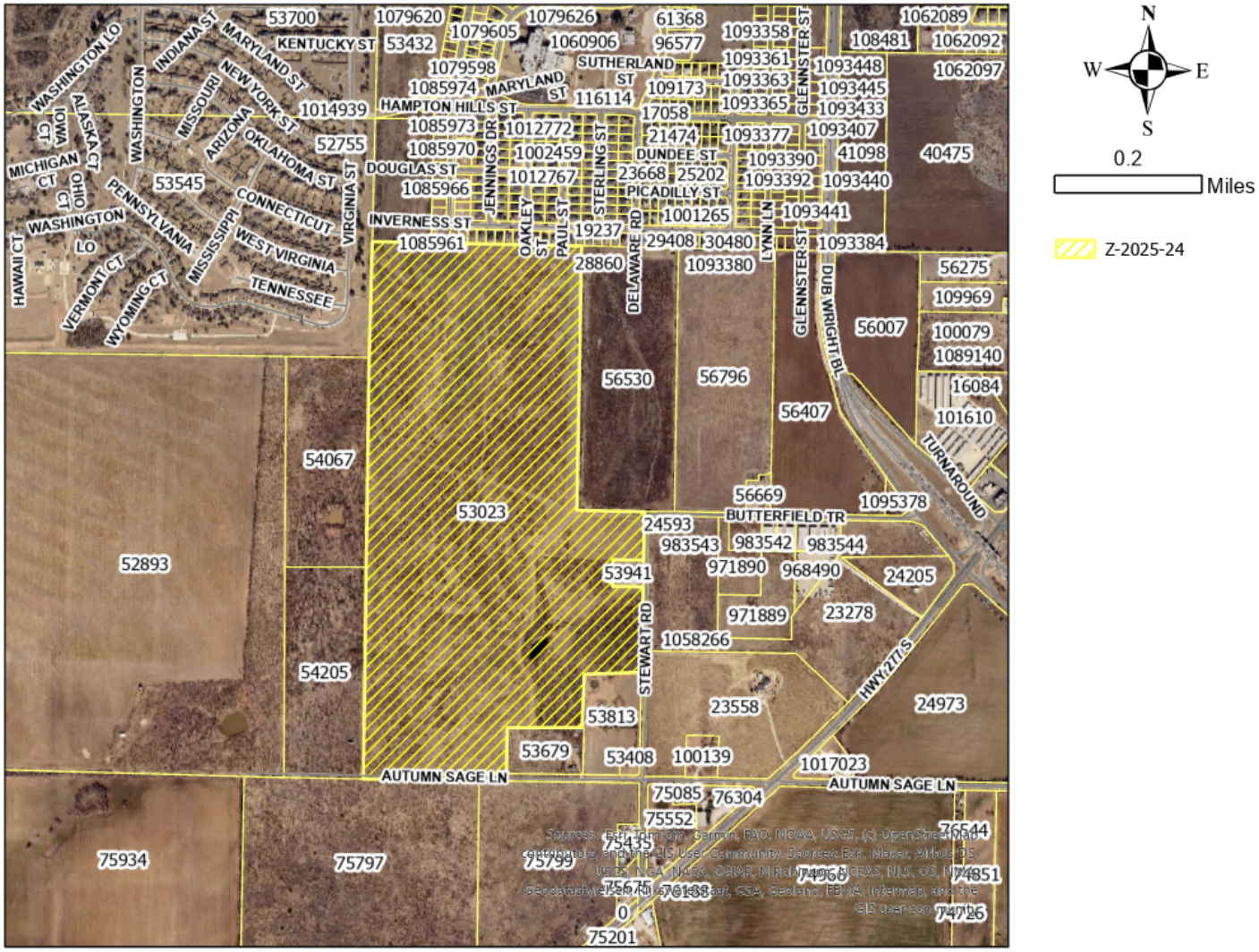
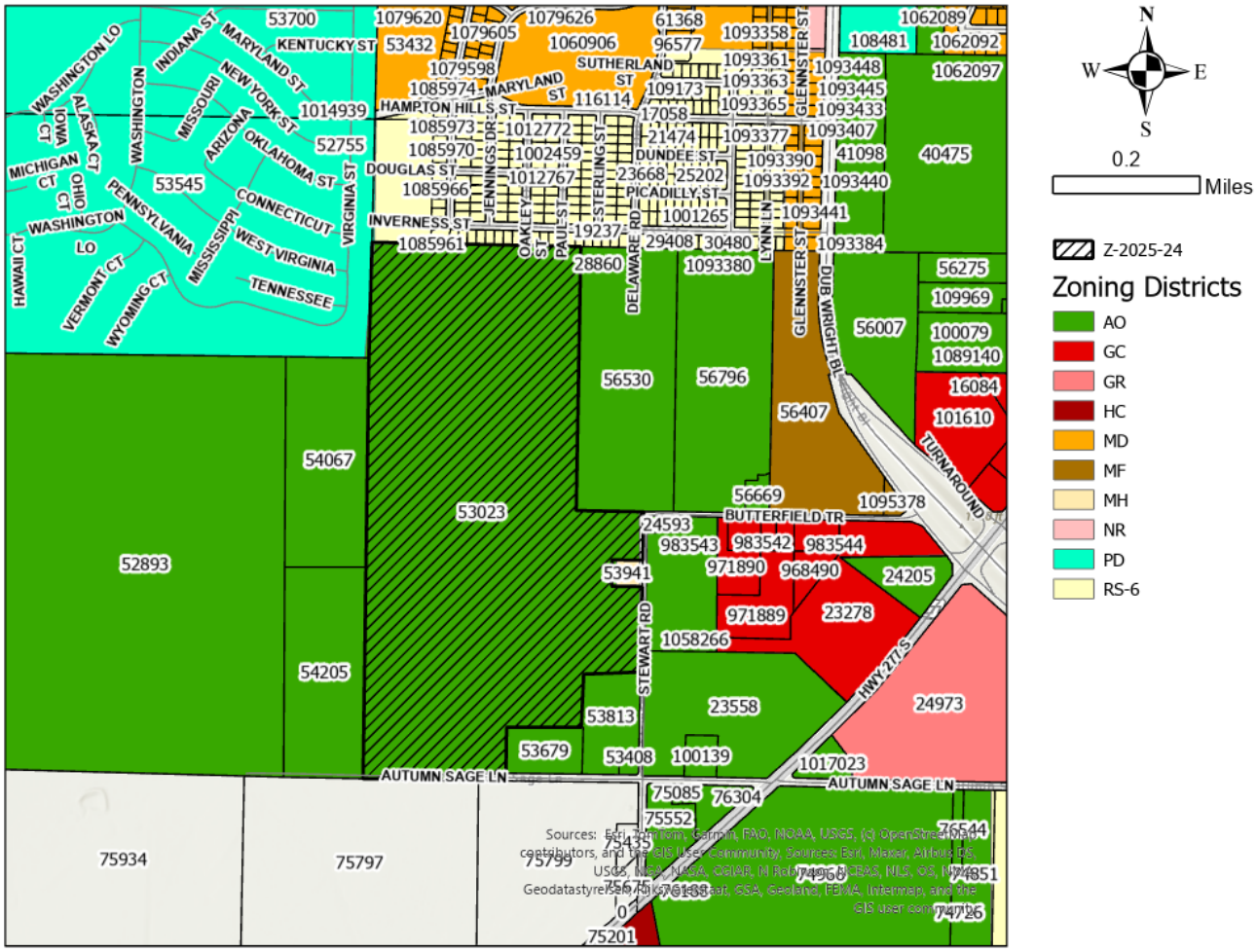
NOTIFICATION MAP



LOCATION MAP



ZONING MAP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Z-2025-24
Zoning Districts
AO
GC
GR
HC
MD
MF
MH
NR
PD
RS-6
AUTUMN SAGE LN
BUTTERFIELD TR
HWY 277 S
TURNAROUND
STEWART RD
DELAWARE RD
GLENNSTER ST
DOUG WRIGHT BL
HAMPTON HILLS ST
DUNDEE ST
PICADILLY ST
INVERNESS ST
DOUGLAS ST
SUTHERLAND ST
MARYLAND ST
KENTUCKY ST
Sources: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ZONING APPLICATION

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (https://www.abilenetx.gov) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and $1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of $25 per hour, plus the cost of reproduction and/or materials.

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITIALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards.
  https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to planning@abilenetx.gov
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule
Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is $1,500. *Any portion over the minimum fee is refundable if the abandonment is not approved.*

ZONING APPLICATION

PLANNING & ZONING COMMISSION

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
    a. Petition for amending the Comprehensive Plan;
    b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
    c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
    d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
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08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

***These meetings require public hearings and the applicant or a representative must be present.

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit
- ☑ Rezoning
- ☐ Easement Release
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other:

Project Name: Prestige Stewart Addition

Address: 3802 Stewart Rd, Abiliene, Tx 79606 Number of Lots: 650 Acreage: 140.25

Legal Description: See attached

Subdivision Name: Prestige Stewart Addition Block: N/A Lot: N/A

Current Zoning: AO (Agricultural Open Space) Proposed Zoning (if applicable): PH (Patio Homes)

OWNER AND AUTHORIZATION

Owner Name: Prestige Stewart Abilene LLC

Address: 5 Cowboys Way, Ste 300

City, State, Zip: Frisco, TX - 75034 Fax:

Phone: 214 455 7623 Email: venkat@land-star.us

Agent Name: Venkat Gottipati

Address: 5 Cowboys Way, Ste#300

City, State, Zip: Frisco, TX - 75034 Fax:

Phone: 214 455 7623 Email: venkat@land-star.us

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: Venkat Gottipati Date: 06/24/25

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

CITY OF ABILENE TEXAS

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 develop tract.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Yes.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes.

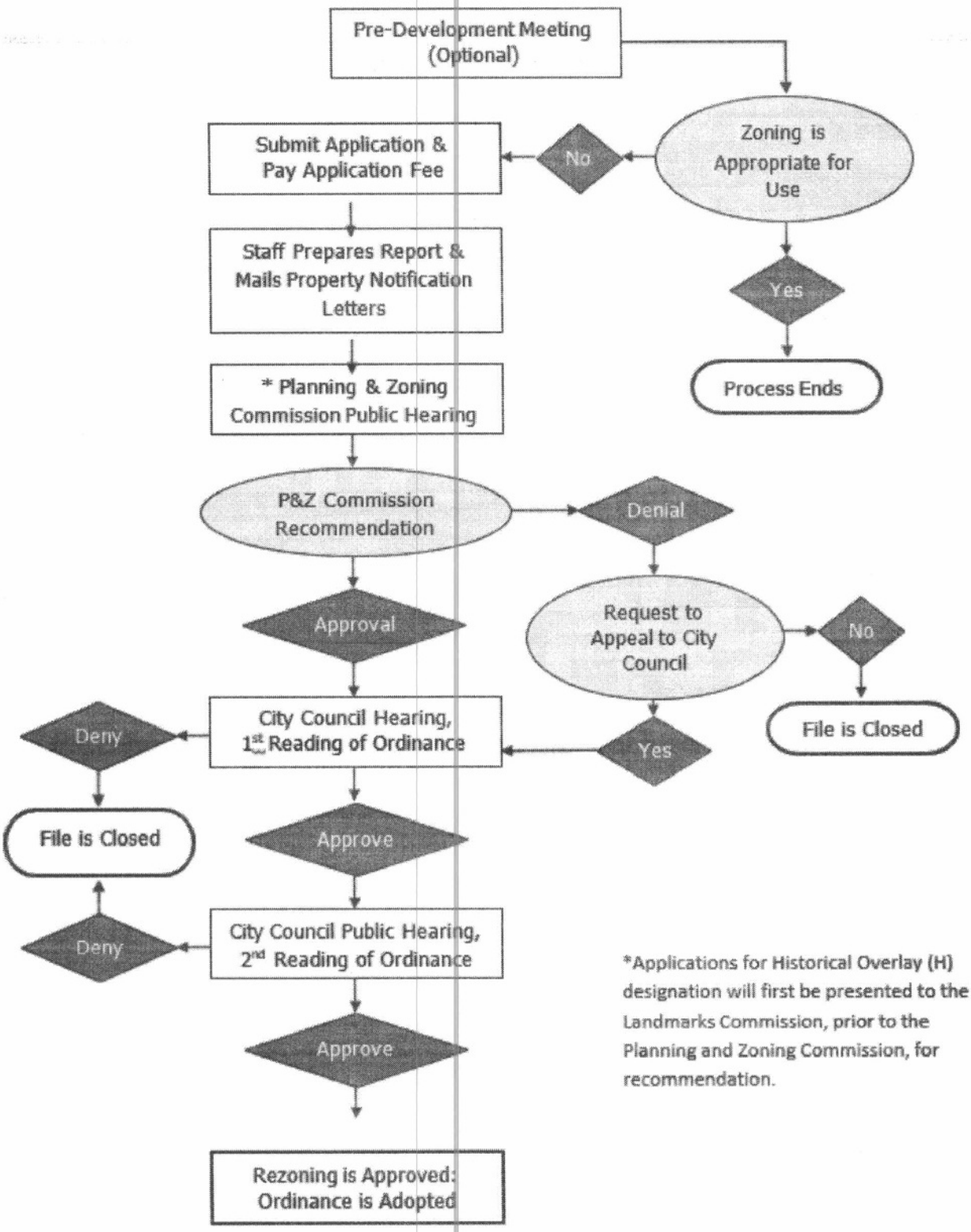
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



*Applications for Historical Overlay (H) designation will first be presented to the Landmarks Commission, prior to the Planning and Zoning Commission, for recommendation.

CITY OF ABILENE TEXAS

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Prestige Stewart Addition
Zoning Classification(s): AO (PH Requested)
Location: 3802 Stewart Rd., Abilene, Tx 79606
Total Number of Acres: 140.25
Total Number of Lots: 650

Property Owner Information & Authorization

Name/Company: Prestige Stewart Abilene LLC
Address: 5 Cowboys Way, Ste# 300
City: Irving State: Texas Zip Code: 75034
Phone: 214 455 7623 Email: venkat@land-star.us

Project Representation (check one):

☐ I will represent the application myself; OR

☑ I hereby designate Kelly Gomez (*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: Venkateswara Rao Gottipati **Date:** 06/25/2025

STATE OF: Texas

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Venkateswara Rao Gottipati (*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 25 day of June, 20 25

NOTARY PUBLIC STATE OF TEXAS
CARMELA CUEVAS
Notary ID #133939247
My Commission Expires
August 30, 2026

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Kelly Gomez
Address: 2150 South Central Expressway
Zip Code: 75072 Number: (469) 219-3137
Company: KRG Civil Engineers, Inc.
City: Mckinney State: Tx
Email: Kelly@krgcivil.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

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

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

N/A

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

N/A

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

Name of Certifying Person *(print)*: Venkat Gottipati

Property Owner X Project Representative

Signature of Certifying Person: Venkat Gottipati

*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

CITY OF ABILENE TEXAS

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.

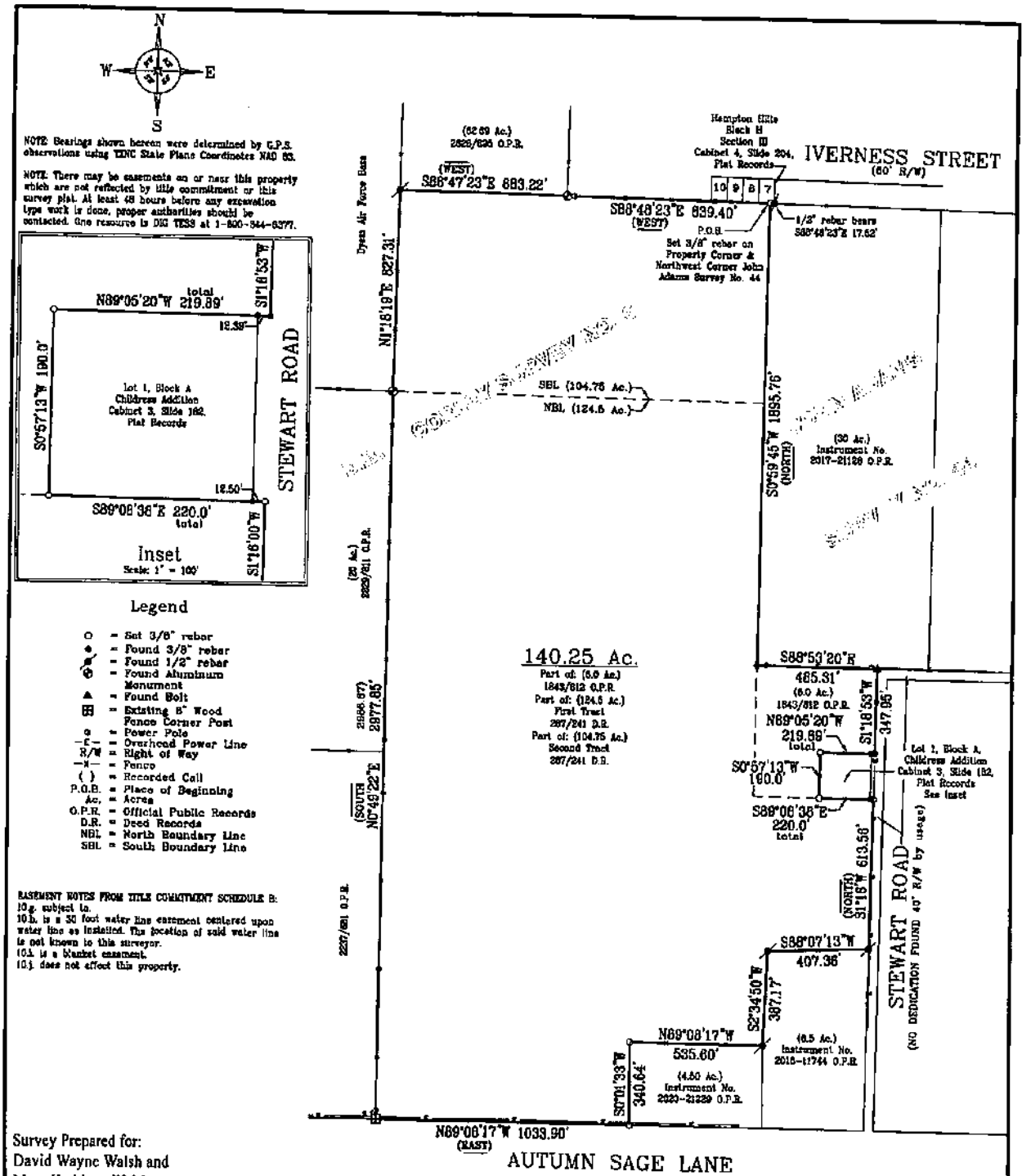
PLEASE READ BEFORE SIGNING

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: 6/24/2025



Survey Prepared for:
David Wayne Walsh and
Mary Kathleen Walsh
GF No. 211124A

I hereby certify to David Wayne Walsh, Mary Kathleen Walsh and First Texas Title Company, the above to be a correct plat of 140.25 acres out of the D. B. Corley Survey No. 6, Taylor County, Texas, said 140.25 acres being part of a 6.0 acre tract recorded in Volume 1843, Page 812, Official Public Records, Taylor County, Texas, part of a 124.5 acre tract recorded as First Tract in Volume 287, Page 241, Deed Records, Taylor County, Texas and part of a 104.75 acre tract recorded as Second Tract in Volume 287, Page 241, Deed Records, Taylor County, Texas, said 140.25 acres being more particularly described by attached field notes.

SEE ATTACHED FIELD NOTES.

Surveyed on the ground June 8, 2021.

There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Fences are not entirely upon property lines.)

STATE OF TEXAS
REGISTERED
JAMES L. WILLIAMS, JR.
4886
PROFESSIONAL
LAND SURVEYOR

GEOTEX PROPERTY SOLUTIONS 209 S. Pioneer Drive, Suite 2 Abilene, Texas 79605 325-677-6712 Firm Registration No. 10194134	File No: 44-76-21 File Name: Walsh 140.25 Acre Tract Location: D:\ATaylor\2021\Walsh Tract Geotex Property Solutions Drawn by: © 2021 All Rights Reserved RL	0 400 600 SCALE IN FEET Scale: 1" = 400'	James L. Williams, Jr. RPLS #4886

FIELD NOTES
140.25 ACRES

BEING 140.25 acres out of the D. B. Corley Survey No. 6, Taylor County, Texas, said 140.25 acres being part of a 6.0 acre tract recorded in Volume 1843, Page 812, Official Public Records, Taylor County, Texas, part of a 124.5 acre tract recorded as First Tract in Volume 287, Page 241, Deed Records, Taylor County, Texas and part of a 104.75 acre tract recorded as Second Tract in Volume 287, Page 241, Deed Records, Taylor County, Texas, said 140.25 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar set on the SBL of Lot 7, Block H, Section III, Hampton Hills Subdivision (Cabinet 4, Slide 204, Plat Records, Taylor County, Texas) at the northwest corner of the John Adams Survey No. 44 and a 30 acre tract recorded in Instrument No. 2017-21128, Official Public Records, Taylor County, Texas for the most northerly northeast corner of this tract, whence a 1/2" rebar found at the southeast corner of said Lot 7 bears S88°48'23"E 17.52 feet;

THENCE S0°59'45"W 1895.76 feet to a 3/8" rebar found on the WBL of said Survey No. 44 at the southwest corner of said 30 acre tract and the northwest corner of a 5.04 acre tract recorded in Volume 1843, Page 812, Official Public Records, Taylor County, Texas for an interior corner of this tract;

THENCE S88°53'20"E 485.31 feet to a bolt found on the SBL of said 30 acre tract and the west side of Stewart Road (no dedication found) at the northeast corner of said 5.04 acre tract for the most easterly northeast corner of this tract;

THENCE S1°18'53"W 347.95 feet along the west side of Stewart Road to a 3/8" rebar found at the southeast corner of said 5.04 acre tract;

THENCE N89°05'20"W at 12.39 feet pass a 3/8" rebar found at the northeast corner of Lot 1, Block A, Childress Addition, as shown by plat recorded in Cabinet 3, Slide 182, Plat Records, Taylor County, Texas and continue along for a total distance of 219.89 feet to a 3/8" rebar set at the northwest corner of said Lot 1;

THENCE S0°57'13"W 190.0 feet to a 3/8" rebar set at the southwest corner of said Lot 1;

THENCE S89°08'38"E at 207.50 feet pass a 3/8" rebar found at the southeast corner of said Lot 1 and continue along for a total distance of 220.0 feet to a 3/8" rebar set on the west side of Stewart Road and the EBL of said 124.5 acre tract;

THENCE S1°16'W 613.56 feet along the west side of Stewart Road and the EBL of said 124.5 acre tract to a 1/2" rebar found at the northeast corner of a 6.5 acre tract recorded in Instrument No. 2016-11744, Official Public Records, Taylor County, Texas for the most easterly southeast corner of this tract;

THENCE S88°07'13"W 407.36 feet to a 1/2" rebar found at the northwest corner of said 6.5 acre tract for an interior corner of this tract;

THENCE S2°34'50"W 387.17 feet to a 1/2" rebar found on the WBL of said 6.5 acre tract at the northeast corner of a 4.50 acre tract recorded in Instrument No. 2020-21229, Official Public Records, Taylor County, Texas for an interior corner of this tract;

THENCE N89°08'17"W 535.60 feet to a 3/8" rebar set at the northwest corner of said 4.50 acre tract for an interior corner of this tract;

THENCE S0°01'33"W 340.64 feet to a 3/8" rebar set on the WBL of said 4.50 acre tract and the north side of Autumn Sage Lane (no dedication found) for the most southerly southeast corner of this tract;

THENCE N89°08'17"W 1033.90 feet along the north side of Autumn Sage Lane to an existing 6" wood fence corner post on the WBL of said 124.5 acre tract for the southwest corner of this tract;

THENCE N0°49'22"E 2977.85 feet to an aluminum monument found on the WBL of said 124.5 acre tract at the northeast corner of a 20.00 acre tract recorded in Volume 2829, Page 811, Official Public Records, Taylor County, Texas;
THENCE N1°18'19"E 827.31 feet to a 1/2" rebar found at an interior corner of said 104.75 acre mat the southwest corner of a 62.69 acre tract recorded in Volume 2628, Page 895, Official Public Records, Taylor County, Texas for the northwest corner of this tract;

THENCE S88°47'23"E 683.22 feet along the NBL of said 104.75 acre tract to an aluminum monument found at the southeast corner of said 62.69 acre tract;

THENCE S88°48'23"E 839.40 feet along the NBL of said 104.75 acre tract to the place of beginning and containing 140.25 acres of land.

Surveyed on the ground June 8, 2021.

SEE ATTACHED PLAT

James L. Williams Jr.
R. P. L. S. #4885

Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 44-76-21-140.25ac
Firm Registration No. 10194134

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-24

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID:	53023	Your Name:	JOHNSON PAUL A & MYRA F	I am in favor of the request ☑
Requestor's Property Zoning:	AO	Your Property Address:	6508 HWY 277 S	
Requestor's Proposed Zoning:	PH	Your Parcel ID:	23558	I am opposed to the request ☐

Signature:

JUL 24 AM11:45

planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-24

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID: 53023

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: PH

Your Name: KELLEY ERIC & JESSICA

Your Property Address: 6849 INVERNESS ST

Your Parcel ID: 1012756

I am in favor of the request ☐

I am opposed to the request ☒

Signature: Jessica Kelley

6849 Inverness St. Abilene, TX 79606

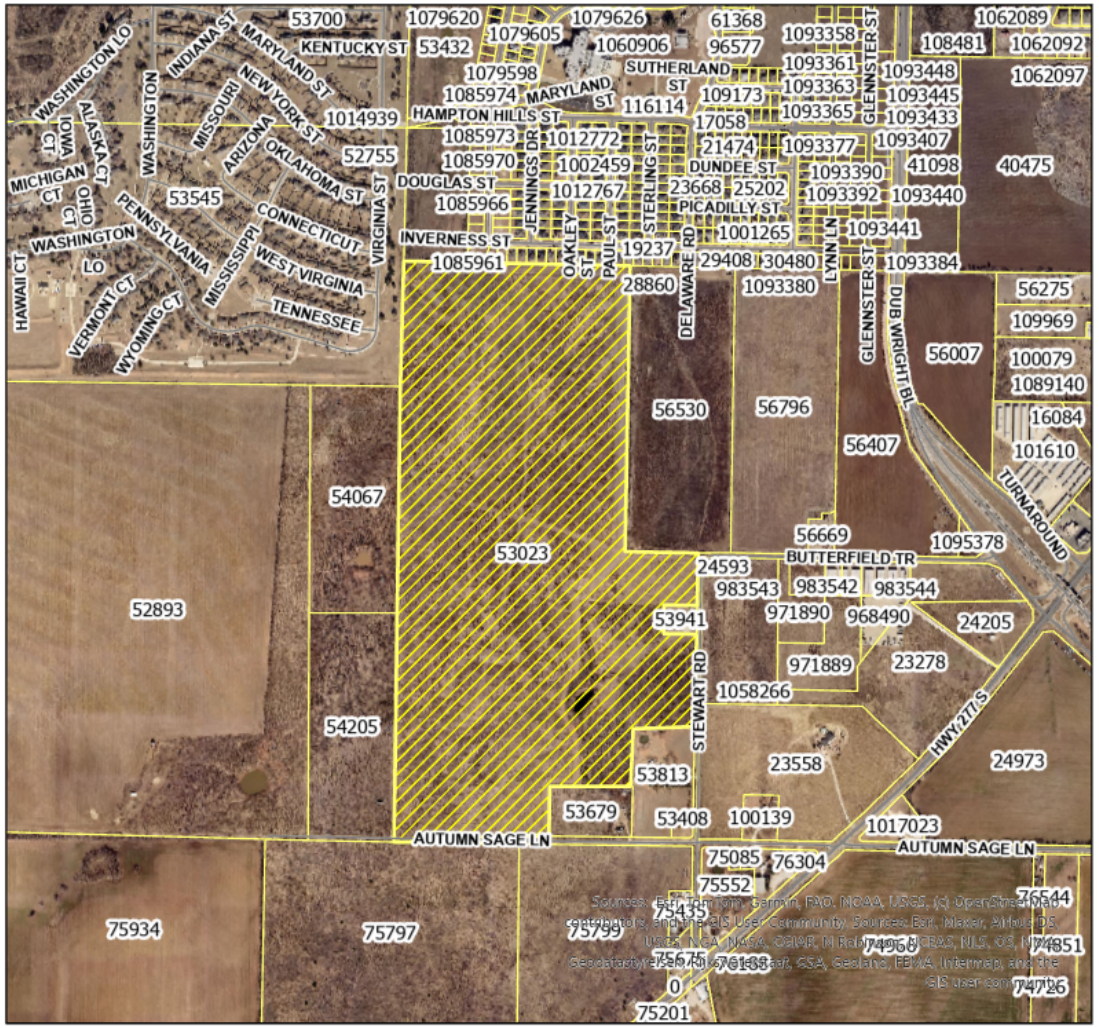
July 16, 2025

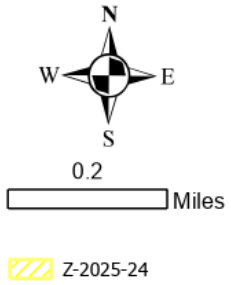
REZONE REQUEST

Case:	Z-2025-24
Owner:	Prestige Stewart Abilene LLC
Request:	Change the zoning of approximately 140.25 acres from Agricultural Open (AO) to Patio Homes (PH)
Location:	3802 Stewart Road
Notification:	1 in Favor, 3 in Opposition
Planning & Zoning:	August 5, 2025
Council Hearing:	August 28, 2025
	September 11, 2025

CITY OF ABILENE TEXAS

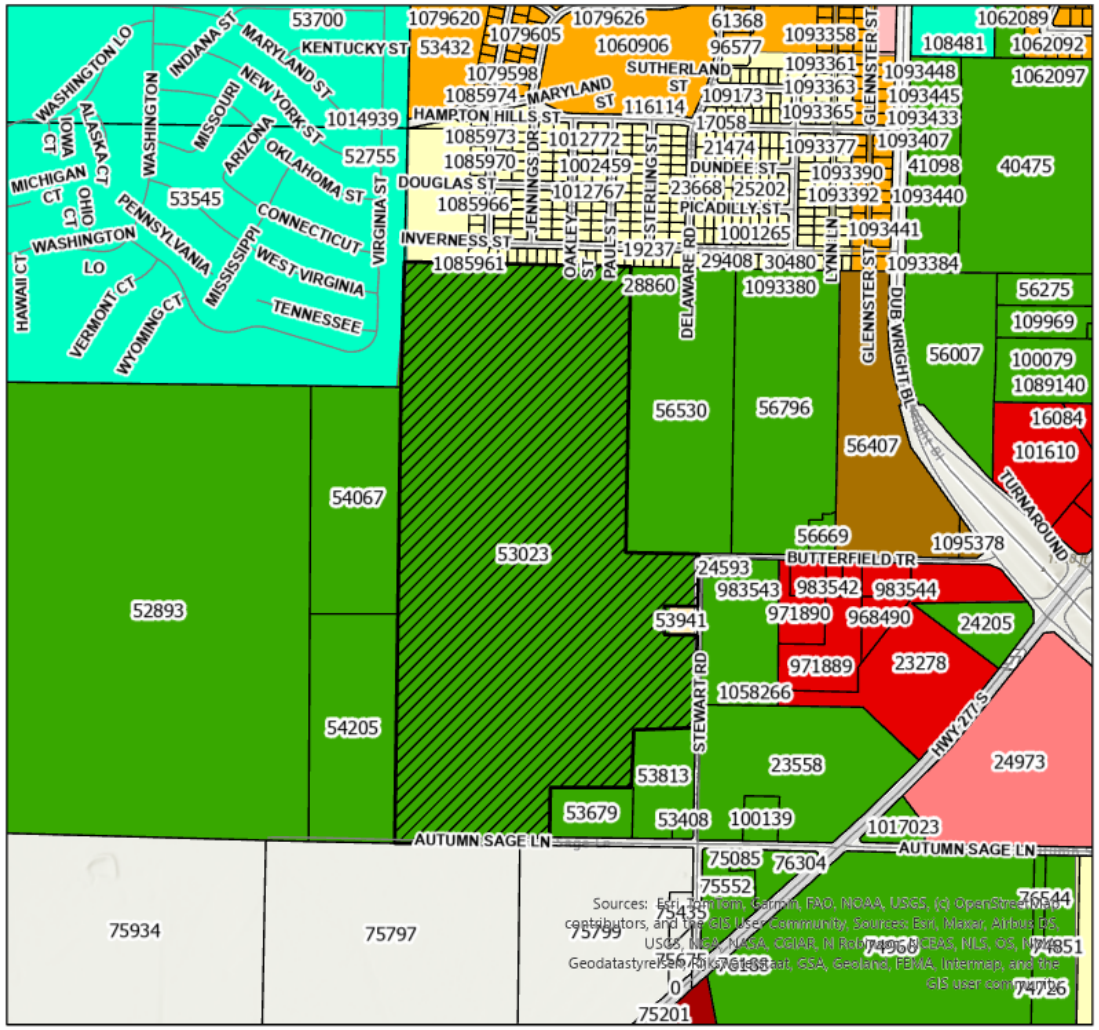
AERIAL LOCATION MAP





CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE:

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES:

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN PATIO HOME ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Patio Home
P	Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

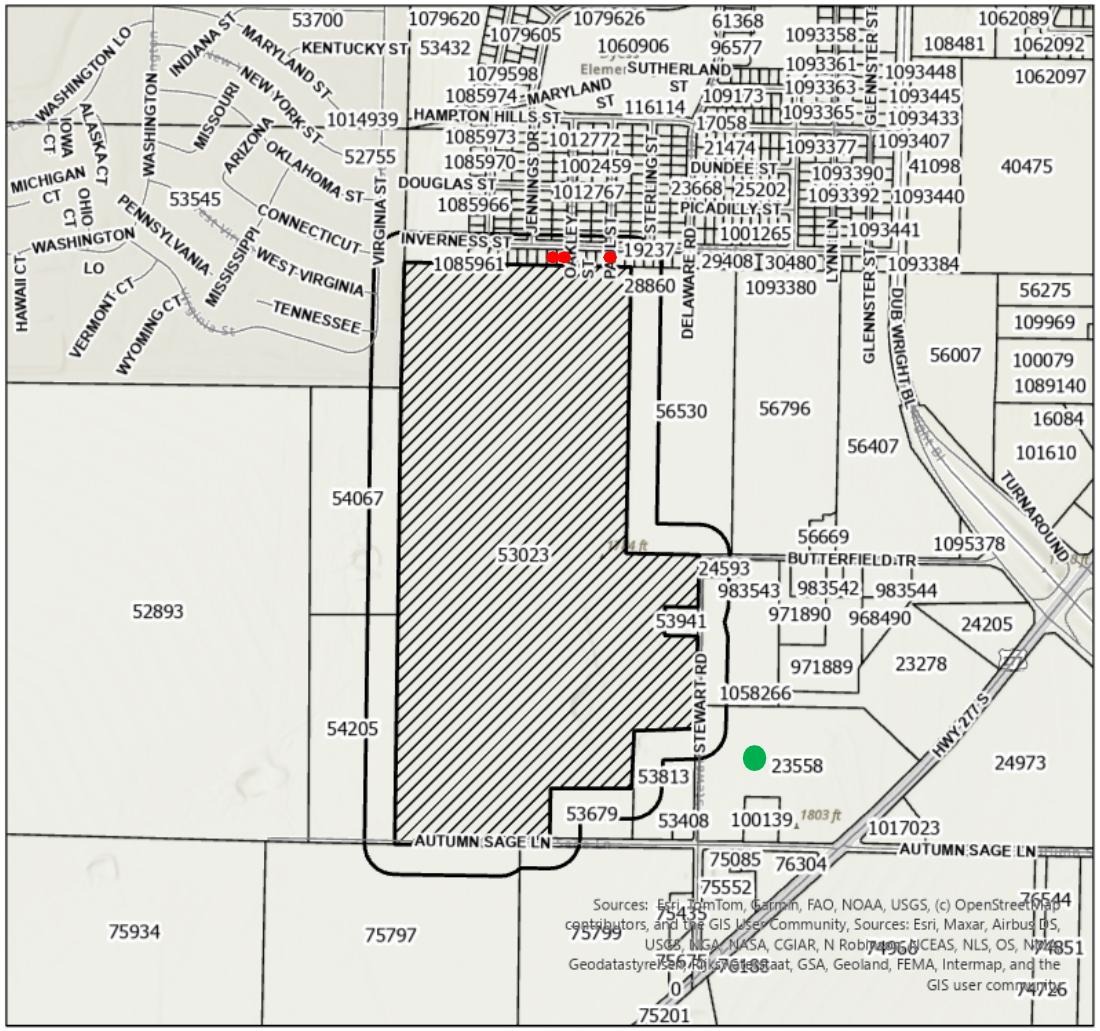
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
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0.2
Miles

Notification Area
Z-2025-24

1 - in Favor -
3 - in Opposition -
0.87% - Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission

Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-24

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID: 53023

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: PH

Your Name: GILL JOHN S & LISA MARIE

Your Property Address: 6841 INVERNESS ST

Your Parcel ID: 1012755

Signature:

I am in favor of the request ☐

I am opposed to the request ☒

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-24

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Parcel ID: 53023

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: PH

Your Name: SCHULTZ ZACHARY LEE & KRISTIN ELIZABETH

Your Property Address: 6809 INVERNESS ST

Your Parcel ID: 1002440

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **26. Ordinance (Final 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

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.

This proposed 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.

The purpose of this Ordinance is to protect the health, safety, and welfare of the citizens of the City of Abilene by regulating the hours of operation of BYOB establishments.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the amendment to the Alcoholic Beverages Ordinance to regulate BYOB establishments.

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

CITY OF ABILENE TEXAS

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.

CITY OF ABILENE TEXAS

Violation of the BYOB ordinance may result in the issuance of a class C misdemeanor citation.

QUESTIONS?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Honorable Mayor and City Council Members.**

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. Municipal Court Judge Position
18. RV Park, utility services and water supply agreements

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)
D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)
1. RV Park, utility services and water supply agreements

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 8/28/2025

TO: **Honorable Mayor and Council**

FROM: **Emily Crawford, City Manager**

SUBJECT: **28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Tax Abatement Agreements and Amended Tax Abatement Agreements with Lancium, LLC, Abilene DC 1 LLC, Abilene DC 3 LLC, Abilene DC 4 LLC, Abilene DC 5 LLC, Abilene DC 6 LLC, Abilene DC 7 LLC, and Abilene DC 8 LLC *(Emily Crawford)***

GENERAL INFORMATION

The City of Abilene approved tax abatement agreements with Lancium LLC, Abilene DC 1 LLC, Abilene DC 3 LLC, Abilene DC 4 LLC, Abilene DC 5 LLC, Abilene DC 6, LLC, Abilene DC 7 LLC, and Abilene DC 8, LLC on February 13, 2025. Leases for all eight (8) building sites have been executed. As per the tax abatement agreements, the lessees wish to implement provisions from the original abatement agreements (Section 3.8(g) of the first and 3(f) of the second) to separate the sites into individual agreements. This will allow each data center site to have its own tax abatement agreement. The purpose of the separate agreements is to enact the abatement as soon as construction is complete and to provide the financial incentive to the lessee. The tax abatements granted to the lessee is 85% of the taxable value of new improvements and additions constructed on the leased parcel repairs to lessee's facility and tangible personal property owned by lessee, for a period of ten (10) consecutive years. Each data center site has two (2) ten (10) year abatements.

The terms of the separate agreements mirror the original agreements with the following clarifications:
Employee Allocation: New language allows full-time employees who split time between buildings to be counted fractionally across agreements, provided their total hours in the reinvestment zone equal 2,080 annually. There is no reduction in the commitment to the number of employees.

Construction Dates: Commencement dates have been added.

Default Clarification: Clarifies that a tenant/assignee won't be penalized for defaults by the

Developer or Lessee.

Legal Descriptions: Finalized legal descriptions for buildings 3–8 have replaced previous approximations.

No changes have been made from the original abatement agreements on the tax abatement percentage, number of employees, capital investment, or years of abatement.

The Notice of Public Hearing and Meeting to consider amending the tax abatement agreements and adopting new tax abatement agreements was published on July 29, 2025.

There are 14 tax abatement agreements – two (2) ten (10) year abatements for buildings 1/2 and two (2) ten (10) year abatements for buildings 3 through 8. Additionally, there are two (2) amendments to the current agreements with Lancium LLC to clarify that the buildings 1-8 are removed from the original tax abatement agreements.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There are no changes to the fiscal impact of the separate abatement agreements than the original agreements.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving Amended Tax Abatement Agreements 1,2 3-8 Tenants & Lancium
2. Abilene Phase 1 2 First Agreement Final
3. Abilene Phase 1&2 Second Agreement Final
4. Abilene Phase 3 First Agreement Final
5. Abilene Phase 3 Second Agreement Final
6. Abilene Phase 4 First Agreement Final
7. Abilene Phase 4 Second Agreement Final
8. Abilene Phase 5 First Agreement Final
9. Abilene Phase 5 Second Agreement Final
10. Abilene Phase 6 First Agreement Final
11. Abilene Phase 6 Second Agreement Final

12. Abilene Phase 7 First Agreement Final
13. Abilene Phase 7 Second Agreement Final
14. Abilene Phase 8 First Agreement Final
15. Abilene Phase 8 Second Agreement Final
16. Abilene Feb 2025 312 Amendment 1
17. Abilene Feb 2025 2d 312 Amendment 1
18. 2025-08-28 - Abilene Separate Abatement Agreement Notice
19. Lancium Abatements Presentation Slides 8-28-25

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING TAX ABATEMENT AGREEMENT (PHASE 1/2) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 1/2) WITH LANCIUM LLC AND ABILENE DC 1, LLC; TAX ABATEMENT AGREEMENT (PHASE 3) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 3) WITH LANCIUM, LLC AND ABILENE DC 3, LLC; TAX ABATEMENT AGREEMENT (PHASE 4) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 4) WITH LANCIUM, LLC AND ABILENE DC 4, LLC; TAX ABATEMENT AGREEMENT (PHASE 5) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 5) WITH LANCIUM, LLC AND ABILENE DC 5, LLC; TAX ABATEMENT AGREEMENT (PHASE 6) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 6) WITH LANCIUM, LLC AND ABILENE DC 6, LLC; TAX ABATEMENT AGREEMENT (PHASE 7) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 7) WITH LANCIUM, LLC AND ABILENE DC 7, LLC; TAX ABATEMENT AGREEMENT (PHASE 8) AND SECOND TAX ABATEMENT AGREEMENT (PHASE 8) WITH LANCIUM, LLC AND ABILENE DC 8, LLC; AND AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED TAX ABATEMENT AGREEMENT, AND AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED SECOND TAX ABATEMENT AGREEMENT, WITH LANCIUM, LLC, ABILENE DC 1, LLC, ABILENE DC 3, LLC, ABILENE DC 4, LLC, ABILENE DC 5, LLC, ABILENE DC 6, LLC, ABILENE DC 7, LLC, and ABILENE DC 8, LLC

WHEREAS, on June 13, 2024, the City Council, by Resolution No. 142-2024, declared that the City Council elects to adopt a new Property Tax Abatement Policy setting out guidelines and criteria in accordance with Texas Tax Code Ann. Section 312.001 et seq., otherwise known as the Property Redevelopment and Tax Abatement Act; and

WHEREAS, on February 13, 2025, the City Council, by Ordinance No. 09-2025, designated certain areas as the second Reinvestment Zone RZ21-1 for commercial and industrial tax abatement pursuant to Texas Tax Code Chapter 312; and

WHEREAS, Lancium, LLC made application with the City of Abilene, Texas for tax abatement agreements within the second Reinvestment Zone RZ21-1; and

WHEREAS, on December 17, 2021, the City Council approved the Tax Abatement Agreement and the Second Tax Abatement Agreement with Lancium, LLC; and

WHEREAS, on June 13, 2024, the City Council approved the Amended and Restated Tax Abatement Agreement and the Amended and Restated Second Tax Abatement Agreement with Lancium, LLC and Abilene DC 1, LLC; and

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was approved by the City Council on February 13, 2025 and entered into effective March 17, 2025 (the "2025 Agreement") between Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each a "2025 Agreement Lessee"), Lancium, LLC, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Lancium, LLC, and on improvements and tangible personal property located on land leased by Lancium, LLC to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was approved by the City Council on February 13, 2025 and entered into effective March 17, 2025 (the "2025 Second Agreement") between the Lancium, LLC, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that upon request of a 2025 Agreement Lessees, City shall approve and execute a separate tax abatement agreements with Lancium LLC and such 2025 Agreement Lessee with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property thereon; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Lancium, LLC, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lancium, LLC and each of the 2025 Agreement Lessees have requested that City approve and execute the aforementioned separate tax abatement agreements and further amend the 2025 Agreement and the 2025 Second Agreement; and

WHEREAS, at least thirty days prior to a public hearing, public notice was posted pursuant to the Texas Open Meetings Act stating the City Council's intention to enter into the aforementioned separate tax abatement agreements with Lancium LLC and the 2025 Agreement Lessees, and amend the 2025 Agreement and the 2025 Second Agreement; and

WHEREAS, the City Council finds that the aforementioned separate tax abatement agreements and amendments of the 2025 Agreement and the 2025 Second Agreement meet the guidelines and criteria of the City's Property Tax Abatement Policy and the applicable Texas Tax Code provisions; and

WHEREAS, the City Council approves the below listed separate tax abatement agreements and amended tax abatement agreements by a majority vote at its regularly scheduled meeting.

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

Part 1: That the City Council of the City of Abilene approves the following tax abatement agreements and amended tax abatement agreements:

1. Tax Abatement Agreement (Phase 1/2);
2. Second Tax Abatement Agreement (Phase 1/2);
3. Tax Abatement Agreement (Phase 3);
4. Second Tax Abatement Agreement (Phase 3);
5. Tax Abatement Agreement (Phase 4);
6. Second Tax Abatement Agreement (Phase 4);
7. Tax Abatement Agreement (Phase 5);
8. Second Tax Abatement Agreement (Phase 5);
9. Tax Abatement Agreement (Phase 6);
10. Second Tax Abatement Agreement (Phase 6);
11. Tax Abatement Agreement (Phase 7);
12. Second Tax Abatement Agreement (Phase 7);
13. Tax Abatement Agreement (Phase 8)
14. Second Tax Abatement Agreement (Phase 8);
15. Amendment No. 1 to Second Amended and Restated Tax Abatement Agreement; and
16. Amendment No. 1 to Second Amended and Restated Second Tax Abatement Agreement.

Part 2: That a public hearing was properly noticed and conducted prior to the approval of the tax abatement agreements and amended tax abatement agreements.

Part 3. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 28th day of August, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 1/2)

This Tax Abatement Agreement (Phase 1/2) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 1**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Lessee, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 1/2 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances

therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 1/2), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2026 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2026, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee and the City agree that Commencement of Construction for the Facility has begun as of or prior to the Effective Date, and Lessee agrees, subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2026, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2026**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2026**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2026**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2026**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty-Seven (57) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2027**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2027** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each agree that it will diligently and faithfully in a good and workmanlike manner pursue the

commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) Developer fails to cause Commencement of Construction of the Improvements or if either Developer or Lessee fail to cause Completion of Construction of the Improvements and/or the Facility, as applicable, in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default

of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign (without City consent) its rights and

obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and/or Lessee each understand that each Party must annually file with

the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Emily Crawford, City Manager
Email: emily.crawford@abilenetx.gov

If to Developer:

Lancium LLC
9002 Six Pines Dr
Suite 134
Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 1, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and

maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 1, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A
Description of Leased Parcel

BEING a 94.963 acre (4,136,585 square foot) tract of land situated in Section 54, Block 16, T&P RR Co. Survey, Abstract No. 1143 and Section 23, Wilson W. Sills Survey, Abstract No. 232, Taylor County, Texas, and being a portion of a called 285.90 acre tract of land described as Tract 2 in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2021-25949 of the Official Public Records of Taylor County, Texas, and also being a portion of a called 25.01 acre tract of land described in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2022-15428 of said Official Public Records of Taylor County, Texas, said 94.963 acre (4,136,585 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "SHEPPARD" found for the southeast corner of said 285.90 acre tract of land, said 1/2 inch iron rod with cap stamped "SHEPPARD" also being in the west line of said 25.01 acre tract of land; THENCE North 00 degrees 37 minutes 29 seconds East, with the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, a distance of 145.27 feet to the POINT OF BEGINNING of the herein described 94.963 acre (4,136,585 square foot) tract of land;

THENCE North 90 degrees 00 minutes 00 seconds West, over and across said 285.90 acre tract of land, a distance of 2,561.65 feet to a point for corner, from which a 3/8 inch iron rod with cap stamped "GEOTEX" found for a reentrant corner of said 285.90 acre tract of land bears North 83 degrees 15 minutes 52 seconds West, a distance of 1,474.05 feet;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 677.02 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 414.28 feet to a point for corner;

THENCE North 71 degrees 52 minutes 45 seconds East, a distance of 281.24 feet to a point for corner;

THENCE South 20 degrees 07 minutes 02 seconds East, a distance of 534.35 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, passing at a distance of 1,449.30 feet, the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, from which a point for the common most easterly northeast corner of said 285.90 acre tract of land and the northwest corner of said 25.01 acre tract of land bears North 00 degrees 37 minutes 29 seconds East, a distance of 756.17 feet, from said point a 3/8 inch iron rod found for reference bears North 00 degrees 37 minutes 29 seconds East, a distance of 0.47 feet, continuing over and across said 25.01 acre tract of land, in all, a distance of 1,618.96 feet to a point for corner; Active 118248689.6

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 185.41 feet to the **POINT OF BEGINNING** and containing 4,136,585 sq

Exhibit B

[Legal Description of Zone]

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 1/2) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 1/2)

This Second Tax Abatement Agreement (Phase 1/2) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 1, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 1/2 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 1/2), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is

performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty-Seven (57) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term

of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property,

and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the

Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement, then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement,

it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or

their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
If to Developer:	Lancium LLC

	9002 Six Pines Dr Suite 134 Shenandoah, TX 77380 Attn: Keith Sigale, General Counsel Notice Email: Legal@lancium.com and Tax@lancium.com
With copy to:	Oracle Corporation 2300 Oracle Way Austin, TX 78741 Attn: Adriano Silveira Notice Email: pc_taxreview_us_grp@oracle.com
If to Lessee:	Abilene DC 1, LLC c/o Crusoe Energy Systems LLC 255 Fillmore St., Suite 400 Denver, CO 80206 Attention: General Counsel Notice Email: legal@crusoe.ai
With copy to:	Blue Owl Real Estate Capital 150 North Riverside Plaza, 37th Floor Chicago, IL 60606 Attn: Asset Management Email: RealEstateAM@blueowl.com
With copy to:	Oracle Corporation 2300 Oracle Way Austin, TX 78741 Attn: Adriano Silveira Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees

to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 1, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A
Description of Leased Parcel

BEING a 94.963 acre (4,136,585 square foot) tract of land situated in Section 54, Block 16, T&P RR Co. Survey, Abstract No. 1143 and Section 23, Wilson W. Sills Survey, Abstract No. 232, Taylor County, Texas, and being a portion of a called 285.90 acre tract of land described as Tract 2 in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2021-25949 of the Official Public Records of Taylor County, Texas, and also being a portion of a called 25.01 acre tract of land described in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2022-15428 of said Official Public Records of Taylor County, Texas, said 94.963 acre (4,136,585 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "SHEPPARD" found for the southeast corner of said 285.90 acre tract of land, said 1/2 inch iron rod with cap stamped "SHEPPARD" also being in the west line of said 25.01 acre tract of land; THENCE North 00 degrees 37 minutes 29 seconds East, with the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, a distance of 145.27 feet to the POINT OF BEGINNING of the herein described 94.963 acre (4,136,585 square foot) tract of land;

THENCE North 90 degrees 00 minutes 00 seconds West, over and across said 285.90 acre tract of land, a distance of 2,561.65 feet to a point for corner, from which a 3/8 inch iron rod with cap stamped "GEOTEX" found for a reentrant corner of said 285.90 acre tract of land bears North 83 degrees 15 minutes 52 seconds West, a distance of 1,474.05 feet;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 677.02 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 414.28 feet to a point for corner;

THENCE North 71 degrees 52 minutes 45 seconds East, a distance of 281.24 feet to a point for corner;

THENCE South 20 degrees 07 minutes 02 seconds East, a distance of 534.35 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, passing at a distance of 1,449.30 feet, the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, from which a point for the common most easterly northeast corner of said 285.90 acre tract of land and the northwest corner of said 25.01 acre tract of land bears North 00 degrees 37 minutes 29 seconds East, a distance of 756.17 feet, from said point a 3/8 inch iron rod found for reference bears North 00 degrees 37 minutes 29 seconds East, a distance of 0.47 feet, continuing over and across said 25.01 acre tract of land, in all, a distance of 1,618.96 feet to a point for corner; Active 118248689.6

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 185.41 feet to the **POINT OF BEGINNING** and containing 4,136,585 sq

Exhibit B

[Legal Description of Zone]

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 1/2) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 3)

This Tax Abatement Agreement (Phase 3) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 3**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 3 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 3), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2027 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2027, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2027**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2027**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2027**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2027**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2028**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2028** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
If to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134 Shenandoah, TX 77380 Attn: Keith Sigale, General Counsel Notice Email: Legal@lancium.com and Tax@lancium.com with copy to: Oracle Corporation 2300 Oracle Way Austin, TX 78741 Attn: Adriano Silveira Notice Email: pc_taxreview_us_grp@oracle.com
If to Lessee:	Abilene DC 3, LLC c/o Crusoe Energy Systems LLC 255 Fillmore St., Suite 400 Denver, CO 80206 Attention: General Counsel Notice Email: legal@crusoe.ai with copy to: Blue Owl Real Estate Capital 150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 3, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 59.537 acre (2,593,450 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas, and being all of Lot 103, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 59.537 acre (2,593,450 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 103;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 103, a distance of 1,028.21 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 103;

THENCE South 00 degree 36 minutes 51 seconds West, with the east line of said Lot 103, a distance of 2,500.15 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 103;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 103, a distance of 1,045.23 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 103;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot, a distance of 2,503.13 feet to the **POINT OF BEGINNING** and containing 2,593,450 square feet or 59.537 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 3) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 3)

This Second Tax Abatement Agreement (Phase 3) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 3, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 3 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 3), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 3, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 3, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 59.537 acre (2,593,450 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas, and being all of Lot 103, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 59.537 acre (2,593,450 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 103;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 103, a distance of 1,028.21 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 103;

THENCE South 00 degree 36 minutes 51 seconds West, with the east line of said Lot 103, a distance of 2,500.15 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 103;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 103, a distance of 1,045.23 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 103;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot, a distance of 2,503.13 feet to the **POINT OF BEGINNING** and containing 2,593,450 square feet or 59.537 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 3) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 4)

This Tax Abatement Agreement (Phase 4) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 4**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 4 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 4), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2027 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2027, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2027**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2027**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2027**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2027**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2028**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2028** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Emily Crawford, City Manager
Email: emily.crawford@abilenetx.gov

If to Developer:

Lancium LLC
9002 Six Pines Dr
Suite 134
Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 4, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 4, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.456 acre (2,415,645 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 104, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.456 acre (2,415,645 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 104;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 104, a distance of 964.51 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 104;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 104, a distance of 2,503.13 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 104;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 104, a distance of 964.50 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 104;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 104, a distance of 2,505.98 feet to the **POINT OF BEGINNING** and containing 2,415,645 square feet or 55.456 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 4) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 4)

This Second Tax Abatement Agreement (Phase 4) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 4, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 4 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 4), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 4, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 4, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.456 acre (2,415,645 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 104, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.456 acre (2,415,645 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 104;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 104, a distance of 964.51 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 104;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 104, a distance of 2,503.13 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 104;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 104, a distance of 964.50 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 104;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 104, a distance of 2,505.98 feet to the **POINT OF BEGINNING** and containing 2,415,645 square feet or 55.456 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 4) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 5)

This Tax Abatement Agreement (Phase 5) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 5**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 5 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 5), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2027 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2027, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2027, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2027**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2027**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2027**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2027**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2028**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2028** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Emily Crawford, City Manager
Email: emily.crawford@abilenetx.gov

If to Developer:

Lancium LLC
9002 Six Pines Dr
Suite 134
Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 5, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 5, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.508 acre (2,417,947 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 105, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.508 acre (2,417,947 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 105, Block B of said Lancium Subdivision Replat;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 105, a distance of 964.33 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 105;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 105, a distance of 2,505.98 feet to a 1/2 inch iron rod with cap stamped "H & T" found for southeast corner of said Lot 105;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 105, a distance of 964.32 feet, to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 105;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 105, a distance of 2,508.84 feet to the **POINT OF BEGINNING** and containing 2,417,947 square feet or 55.508 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 5) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 5)

This Second Tax Abatement Agreement (Phase 5) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 5**, **LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 5 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 5), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 5, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 5, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.508 acre (2,417,947 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 105, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.508 acre (2,417,947 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 105, Block B of said Lancium Subdivision Replat;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 105, a distance of 964.33 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 105;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 105, a distance of 2,505.98 feet to a 1/2 inch iron rod with cap stamped "H & T" found for southeast corner of said Lot 105;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 105, a distance of 964.32 feet, to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 105;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 105, a distance of 2,508.84 feet to the **POINT OF BEGINNING** and containing 2,417,947 square feet or 55.508 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 5) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 6)

This Tax Abatement Agreement (Phase 6) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 6**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 6 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 6), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2028 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2028, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2028**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2028**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2028**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2028**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2029**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2029** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
If to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134 Shenandoah, TX 77380 Attn: Keith Sigale, General Counsel Notice Email: Legal@lancium.com and Tax@lancium.com with copy to: Oracle Corporation 2300 Oracle Way Austin, TX 78741 Attn: Adriano Silveira Notice Email: pc_taxreview_us_grp@oracle.com
If to Lessee:	Abilene DC 6, LLC c/o Crusoe Energy Systems LLC 255 Fillmore St., Suite 400 Denver, CO 80206 Attention: General Counsel Notice Email: legal@crusoe.ai with copy to: Blue Owl Real Estate Capital 150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 6, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.911 acre (2,435,504 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 106, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.911 acre (2,435,504 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 106;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 106, a distance of 975.90 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 106;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 106, a distance of 2,508.84 to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 106;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 106, a distance of 964.53 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 106;

THENCE North 00 degrees 44 minutes 42 seconds East, with the west line of said Lot 106, a distance of 2,511.75 feet to the **POINT OF BEGINNING** and containing 2,435,504 square feet or 55.911 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 6) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 6)

This Second Tax Abatement Agreement (Phase 6) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 6, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 6 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 6), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 6, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 6, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 55.911 acre (2,435,504 square foot) tract of land situated in Section 24, Wilson W. Sills Survey, Abstract No. 233, City of Abilene, Taylor County, Texas and being all of Lot 106, Block B of Corrected Plat of Lots 101, 103, 104, 105 and 106 Block B Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 166 of the Plat Records of Taylor County, Texas, said 55.911 acre (2,435,504 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 106;

THENCE South 88 degrees 48 minutes 42 seconds East, with the north line of said Lot 106, a distance of 975.90 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 106;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 106, a distance of 2,508.84 to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 106;

THENCE North 88 degrees 58 minutes 53 seconds West, with the south line of said Lot 106, a distance of 964.53 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 106;

THENCE North 00 degrees 44 minutes 42 seconds East, with the west line of said Lot 106, a distance of 2,511.75 feet to the **POINT OF BEGINNING** and containing 2,435,504 square feet or 55.911 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 6) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 7)

This Tax Abatement Agreement (Phase 7) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 7**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 7 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 7), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2028 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2028, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2028**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2028**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2028**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2028**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2029**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2029** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Emily Crawford, City Manager
Email: emily.crawford@abilenetx.gov

If to Developer:

Lancium LLC
9002 Six Pines Dr
Suite 134
Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 7, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 7, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 49.245 acre (2,145,104 square foot) tract of land situated in Section 55, Block 16, Texas and Pacific Railway Company Survey, Abstract No. 385, Taylor County, Texas and being all of Lot 107, Block C of Corrected Plat of Lots 101, 107, 108, and 109 Block C Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 168 of the Plat Records of Taylor County, Texas, said 49.245 acre (2,145,104 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 107;

THENCE South 00 degrees 40 minutes 26 seconds West, with the east line of said Lot 107, a distance of 2,231.96 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 107;

THENCE North 88 degrees 56 minutes 56 seconds West, with the south line of said Lot 107, a distance of 1,020.47 feet to 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 107;

THENCE North 01 degrees 00 minutes 16 seconds East, with the west line of said Lot 107, a distance of 1997.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 107;

THENCE North 77 degrees 57 minutes 01 second East, with the north line of said Lot 107, a distance of 1,034.32 feet to the **POINT OF BEGINNING** and containing 2,145,104 square feet or 49.245 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 7) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 7)

This Second Tax Abatement Agreement (Phase 7) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 7, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, and Abilene DC 8, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 7 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 7), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 7, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 7, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 49.245 acre (2,145,104 square foot) tract of land situated in Section 55, Block 16, Texas and Pacific Railway Company Survey, Abstract No. 385, Taylor County, Texas and being all of Lot 107, Block C of Corrected Plat of Lots 101, 107, 108, and 109 Block C Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 168 of the Plat Records of Taylor County, Texas, said 49.245 acre (2,145,104 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 107;

THENCE South 00 degrees 40 minutes 26 seconds West, with the east line of said Lot 107, a distance of 2,231.96 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southeast corner of said Lot 107;

THENCE North 88 degrees 56 minutes 56 seconds West, with the south line of said Lot 107, a distance of 1,020.47 feet to 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 107;

THENCE North 01 degrees 00 minutes 16 seconds East, with the west line of said Lot 107, a distance of 1997.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the northwest corner of said Lot 107;

THENCE North 77 degrees 57 minutes 01 second East, with the north line of said Lot 107, a distance of 1,034.32 feet to the **POINT OF BEGINNING** and containing 2,145,104 square feet or 49.245 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 7) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

TAX ABATEMENT AGREEMENT (PHASE 8)

This Tax Abatement Agreement (Phase 8) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and, **ABILENE DC 8**, **LLC**, a Delaware limited liability company ("Lessee") (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain Tax Abatement Agreement dated December 21, 2021 (the "Original Agreement"), which agreement was amended and restated in that certain Amended and Restated Tax Abatement Agreement between Developer, Abilene DC 1, LLC, and City dated June 18, 2024 (the "Original Amended and Restated Agreement"), and again amended and restated in that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, and Abilene DC 7, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, no abatement of tax on any land or improvements has been received by Developer or any 2025 Agreement Lessee under the Original Agreement. the Original Amended and Restated Agreement, or the 2025 Agreement; and

WHEREAS, the 2025 Agreement provides that a 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the 2025 Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Agreement, which terms shall supersede the terms of the 2025 Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, Lessee, Developer, and the City wish to execute such a separate tax abatement agreement with respect to the land described and depicted herein in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Leased Parcel"), which land was referred to as Leased Parcel 8 in the 2025 Agreement; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1 (the "Zone"), which consists of an approximately 941-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "B**" attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer has leased the land described and depicted in **Exhibit "A"** to Lessee, which portion is defined herein as the Leased Parcel; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate or cause to be located New Tangible Personal Property (hereinafter defined) to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel and improvements to the Leased Parcel including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to the Leased Parcel located thereon after the execution of this Agreement; and

WHEREAS, this abatement is authorized and permitted under Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Tax Abatement Agreement (Phase 8), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Leased Parcel for the year in which the Original Amended and Restated Agreement was executed (2024); provided that the Base Year Taxable Value for any Improvements or the Facility shall be $0 (which is the Taxable Value of the Improvements and Facility in the year the Original Amended and Restated Agreement was executed (2024)).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Leased Parcel; (ii) all necessary permits for the construction of the Improvements and/or such Facility, as the case may be, on the Leased Parcel pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Leased Parcel or the construction of the vertical elements of the Improvements or such Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or the Facility, as the case may be; and (ii) with respect to such Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for

tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on, and entirely within, the Leased Parcel.

"First Year of Abatement" means: (A) with respect to the Facility (or other Improvements located within the Leased Parcel), the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum square footage required for the Facility under Section 3.8(b) herein; and (B) with respect to New Tangible Personal Property, the first tax year that begins following the date of the installation of such New Tangible Personal Property at the Leased Parcel.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3.8(d), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean any infrastructure improvements to be constructed by Developer on the Leased Parcel.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in **Exhibit "A"**.

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee or its permitted assigns and/or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

"Zone" has the meaning ascribed to such term in the Recitals.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and may construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into a Lease for the Leased Parcel, intends to construct or cause the construction of a Facility on the Leased Parcel and intends to locate or cause permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

3.6 The Leased Parcel, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the Base Year Taxable Value.

3.8 As a condition precedent to receipt of any tax abatements to be received by Developer hereunder, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction for Improvements on the Leased Parcel (if any) to occur by February 28, 2028 and Completion of Construction for any Improvements on the Leased Parcel to occur by June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of such Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to receipt of any tax abatements to be received by Lessee hereunder, Lessee will construct a Facility on the Leased Parcel. Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction for the Facility to occur by February 28, 2028, and subject to events of Force Majeure to cause Completion of Construction of such Facility to occur on or before June 30, 2028, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

Subject to Section 3.8(g), as a condition for the tax abatements to be received under this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree that in order for the Facility to be eligible for tax abatement hereunder, the capital investment in repairs and improvements to the Leased Parcel with respect to the Facility, including any New Tangible Personal Property located at or installed within such Facility, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))**, with such investment to be made by **March 31, 2028**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2028**. For

purposes of this Agreement, "capital investment" for a Facility means the aggregate of the costs expended or caused to be expended by or on behalf of Developer, Lessee and/or an assignee or affiliate of Developer and/or Lessee relating to construction and installation of such Facility and related infrastructure and New Tangible Personal Property located thereon, documented for the Facility, to include those capital costs set forth on **Exhibit "D"** attached hereto and incorporated herein for all purposes.

(b) **Minimum Square Footage of the Facility.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee shall include a minimum **One Hundred Thousand (100,000)** square feet of space. As a condition to receipt of the abatement herein, Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) square feet of space on or before **June 30, 2028**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed by or on behalf of Lessee on the Leased Parcel and the Tangible Personal Property and New Tangible Personal Property added to such Leased Parcel shall have in the aggregate a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for such Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2028**, and continuing during the remaining Term of this Agreement to employ and maintain, or to cause its contractors, tenants, and/or subtenants with respect to the Facility to employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on **February 1, 2029**, and continuing during the Term of this Agreement, to deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions at such Facility, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions at such Facility (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2029** and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separate Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into

Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(f) **2025 Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Agreement shall remain in full force and effect.

(g) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Improvements shall be subject only to such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth in this Section 3 or elsewhere herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any of Developer's obligations.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Leased Parcel, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements or Tangible Personal Property. The foregoing percentage of Taxable Value of the Leased Parcel and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Leased Parcel and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility owned by such Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Facility. The foregoing percentage of Taxable Value of such Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assuming that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility, then Lessee and its permitted assigns would be eligible to receive tax abatement for such New Tangible Personal Property for a period of two (2) years. Only New Tangible Personal Property located at the Leased Parcel and/or at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized for the Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement for such Leased Parcel, Improvements, Facility, Tangible Personal Property, or New Tangible Personal Property. The Parties acknowledge that no abatement of tax on any property covered by this Agreement has been received under the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement; however, notwithstanding such acknowledgement, no Improvement, Facility, Tangible Personal Property, or New Tangible Personal Property shall receive tax abatement under this Agreement, the Original Agreement, the Original Amended and Restated Agreement, or the 2025 Agreement for a collective period longer than ten (10) years, and each provision in this Section 4 or elsewhere herein shall be construed in a manner consistent with such limitation on the period of tax abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each

agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel, the Improvements and the Facility shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3.8(g) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults) in the event: (i) either Developer or Lessee fail to cause Commencement of Construction or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). After the expiration of any applicable notice and cure period, as liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms, conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee

of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Leased Parcel, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or a Lessee to satisfy a minimum Three Hundred Fifty Million ($350,000,000) capital investment requirement imposed by Section 3.8(a) shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000) with respect to such Leased Parcel. The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or the Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, the Improvements and the Facility, and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as otherwise provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If an amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee and the City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of a Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as **Exhibit "C"**. Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as **Exhibit "C"**. City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as **Exhibit "C"** or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or otherwise encumber its interest in this Agreement, the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to

this Agreement, Developer and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Emily Crawford, City Manager
Email: emily.crawford@abilenetx.gov

If to Developer:

Lancium LLC
9002 Six Pines Dr
Suite 134
Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 8, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor

Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEE:

ABILENE DC 8, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 73.198 acre (3,188,504 square foot) tract of land situated in Section 55, Block 16, Texas and Pacific Railway Company Survey, Abstract No. 385, Taylor County, Texas, and being all of Lot 108, Block C of Corrected Plat of Lots 101, 107, 108, and 109 Block C Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 168 of the Plat Records of Taylor County, Texas, said 73.198 acre (3,188,504 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 108;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 108, a distance of 1,997.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the most easterly southeast corner of said Lot 108;

THENCE North 88 degrees 56 minutes 56 seconds West, with a south line of said Lot 108, a distance of 126.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for a reentrant corner of said Lot 108;

THENCE South 01 degree 07 minutes 21 seconds West, with an east line of said Lot 108, a distance of 128.09 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the most southerly southeast corner of said Lot 108;

THENCE North 89 degrees 24 minutes 28 seconds West, with the south line of said Lot 108, at a distance of 1,026.23 feet passing the common west line of said Lot 1 and the east line of said 16.00 acre tract of land, from which a 3/8 inch iron rod found for the common northeast corner of said 16.00 acre tract of land and a reentrant corner of said Lot 1 bears North 00 degrees 00 seconds 21 seconds West, a distance of 573.63 feet, continuing with the south line of said Lot 108, in all, a total distance of 1,526.16 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 108;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 108, at a distance of 572.89 feet passing the common north line of said 16.00 acre tract of land and the south line of said Lot 1, continuing with the west line of said Lot 108, in all, a total distance of 1,753.20 feet to a 1/2 inch iron rod with cap stamped "H & T' set for the common northwest corner of said Lot 108;

THENCE North 77 degrees 57 minutes 01 second East, with the north line of said Lot 108, a distance of 1696.70 feet to the **POINT OF BEGINNING** and containing 3,188,504 square feet or 73.198 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public

Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (Phase 8) (the "Agreement") with City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]

Exhibit D

Facility Capital Investment

Documentation of capital costs for the Facility located on the Leased Parcel, to include the following costs:

Site development and construction costs; general contractor and subcontractor fees; the cost of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the applicable Facility; and other costs and fees for the construction and completion of the Facility.

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

SECOND TAX ABATEMENT AGREEMENT (PHASE 8)

This Second Tax Abatement Agreement (Phase 8) (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC ,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 8, LLC**, a Delaware limited liability company ("Lessee"), (each of the City, Developer, and Lessee a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, that certain Second Amended and Restated Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Agreement") between Lessee, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, and Abilene DC 7, LLC (each, along with Lessee, a "2025 Agreement Lessee"), Developer, and City regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to the 2025 Agreement Lessees for construction of up to eight data center buildings; and

WHEREAS, that certain Second Amended and Restated Second Tax Abatement Agreement was entered into effective March 17, 2025 (the "2025 Second Agreement") between the Developer, the City, and the 2025 Agreement Lessees for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the periods for abatement under the 2025 Agreement; and

WHEREAS, the 2025 Second Agreement provides that if a 2025 Agreement Lessee executes a separate tax abatement agreement with respect to the land leased by such 2025 Agreement Lessee providing for the tax abatements to which property located on such leased land is entitled under the 2025 Agreement and otherwise containing substantially the same terms and conditions as the 2025 Agreement, such 2025 Agreement Lessee may request that Developer, such 2025 Agreement Lessee, and City execute a separate tax abatement agreement with respect to such land providing for the tax abatements to which such property is entitled under the 2025 Second Agreement, and otherwise containing substantially the same terms and conditions as the 2025 Second Agreement, which terms shall supersede the terms of the 2025 Second Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, as of the approximate date hereof, Lessee, Developer, and City have executed a separate tax abatement agreement with respect to the land leased from Developer to Lessee which is described and depicted herein in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leased Parcel") providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Agreement (the "First Abatement Agreement"), and Lessee, Developer, and City wish to execute a separate tax abatement agreement with respect to the Leased Parcel providing for the tax abatements to which property located on the Leased Parcel is entitled under the 2025 Second Agreement (such Leased Parcel being referred to as Leased Parcel 8 in the 2025 Second Agreement); and

WHEREAS, the Leased Parcel is located within the Second Reinvestment Zone No. RZ21-1, City of Abilene, as described in Exhibit "B" hereto (the "Zone"); and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate or cause to be located New Tangible Personal Property to the Leased Parcel at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Leased Parcel resulting from improvements to the Leased Parcel made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Leased Parcel after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Second Tax Abatement Agreement (Phase 8), authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, and its wholly owned subsidiary Lancium Abilene, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending ten (10) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary of the First Year of Abatement for the Facility.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Parcel.

"First Year of Abatement" means, with respect to any property constructed or located on the Leased Parcel after the final year of the period of abatement under the First Abatement Agreement, the first Tax Year that begins after such period of abatement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job based out of the Zone requiring a minimum of Two Thousand Eighty (2,080) hours of work based out of the Zone averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave; provided that the average wage (excluding benefits) of all Full-Time Equivalent Employment Positions based out of the Leased Parcel shall be at least $57,600.00 per year, and the average incurred amount for all Full-Time Equivalent Positions based out of the Leased Parcel including any benefits such as health care, 401(k) matching and potential equity incentives shall be at least $72,000.00 per year. For purposes of Section 3(c), any Full-Time Equivalent Employment Position based partially within the Leased Parcel and partially elsewhere in the Zone during a year shall be counted as a fractional Full-Time Equivalent Employment Position based out of the Leased Parcel for such year, with such fraction equal to the applicable employee's hours based out of the Leased Parcel divided by such employee's total hours based out of the Zone for such year, and the wages and benefits of such employee allocated to the Leased Parcel using such fraction for purposes of the above average wage and benefits requirements. The allocation of hours for this purpose shall be performed utilizing a reasonable methodology to be established by Lessee.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by or on behalf of Developer or Lessee on the Leased Parcel from and after the beginning of the First Year of Abatement, and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Lease" means a lease for the Leased Parcel.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Parcel" means the land described and depicted in Exhibit "A".

"Lessee" has the meaning ascribed to such term in the Recitals.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at such Facility by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" collectively means the Leased Parcel, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and

Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee, its permitted assigns and/or or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

"Term" has the meaning ascribed to that term in Section 4.7 herein.

SECTION 3. Property Subject to Tax Abatement.

(a) The application of this Agreement to any property constructed or located on the Leased Parcel is contingent upon completion of the full period of abatement under the First Abatement Agreement. Should no property constructed or located on the Leased Parcel complete such full period of abatement under the First Abatement Agreement, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the First Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however, if the full period of abatement under the First Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) The application of this Tax Abatement Agreement to Developer or Lessee is conditioned upon Developer or Lessee (as applicable) having made the new specific improvements or repairs to the Improvements or the Facility required of Developer or such Lessee pursuant to Section 3.8(a) (Minimum Expenditure), Section 3.8(b) (Minimum Square Footage of the Facility), and Section 3.8(c) (Minimum Taxable Value) of the First Abatement Agreement and that Developer or Lessee (as applicable) does not have an uncured breach of the First Abatement Agreement. For the avoidance of doubt, failure of either Developer or Lessee to satisfy the requirements of this Section 3(b) shall not affect the application of this Agreement to the other Party (Lessee or Developer) that is in compliance.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full period of abatement applicable to such Lessee under the First Abatement Agreement and during the Term of this Agreement to employ and maintain or have its contractors, tenants, and/or subtenants with respect to the Facility employ and maintain, a minimum of Fifty (50) Full-Time Equivalent Employment Positions working at the Leased Parcel. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, such Lessee shall deliver to the City an annual compliance verification signed by a

duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement at such Leased Parcel. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successors and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and the Facility, as applicable. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors use Separated Contracts for the purchase of materials and equipment to be incorporated into the Improvements and the Facility. Developer and each Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into the Improvements and Facility.

(e) **2025 Second Agreement**. This Agreement shall supersede the terms and conditions of the 2025 Second Agreement with respect to Lessee, the Premises and any property or improvements located thereon, including without limitation the Leased Parcel, the Facility, any Improvements, any New Tangible Personal Property and any Tangible Personal Property located thereon. For the avoidance of doubt, Lessee shall have no rights or obligations under the 2025 Second Agreement from and after the Effective Date hereof. In the event of a conflict between this Agreement and the 2025 Second Agreement with respect to the Premises and any property or improvements located thereon, this Agreement shall control. Except as modified or superseded herein or in a separate agreement, the 2025 Second Agreement shall remain in full force and effect.

(f) **Separate Abatement Conditions for Developer and Lessee**. Notwithstanding anything to the contrary in this Agreement, the Parties intend and agree that the conditions and obligations of Developer and Lessee shall be administered separately, such that (i) the tax abatements for Developer Improvements shall be subject only to such conditions for tax abatement set forth herein as apply specifically to such Improvements, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax abatement applying specifically to any Lessee obligations; and (ii) the tax abatements for the Facility and New Tangible Personal Property owned by Lessee or any of its assignees shall be subject to only such conditions for tax abatement set forth herein as apply specifically to such Facility and such New Tangible Personal Property, and such tax abatements shall not be subject to, or affected by failure to meet, conditions for tax

abatement applying specifically to any of Developer's obligations.

(g) The Leased Parcel subject to this Agreement is located within the Zone. Developer is the owner of the Leased Parcel which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Parcel to Lessee. Lessee has entered into the Lease, intends to construct or cause the construction of the Facility on the Leased Parcel and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Parcel or within improvements located thereon.

(h) The Premises are not an improvement project financed by tax increment bonds.

(i) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(j) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(k) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each applicable term of the Agreement.

(l) The Leased Parcel, the Improvements and each Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(m) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement for such property.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement for such Leased Parcel, Improvements, or Tangible Personal Property. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Parcel, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject

to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to land or to any other property for which an abatement was granted pursuant to the First Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Parcel, repairs to Lessee's Facility, and Tangible Personal Property owned by Lessee, for a period of ten (10) consecutive years, beginning with the First Year of Abatement . The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on such Leased Parcel, and repairs to such Facility made, after the beginning of the First Year of Abatement . The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Parcel or improvements located thereon after execution of this Agreement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Parcel and/or at the Facility located on such Leased Parcel, as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Parcel at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement , then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises and/or at the Facility after the Effective Date shall be eligible for tax abatement. This tax abatement shall not apply to any property for which an abatement was granted pursuant to the First Abatement Agreement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall, to the extent not otherwise exempt under applicable law, rules, or regulations, each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein ("Term").

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lesse each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Leased Parcel consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Leased Parcel shall be limited in use to commercial or industrial uses consistent with the City's development goals which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** Subject to Section 3(f) (regarding separation of conditions and obligations for tax abatement for Developer and Lessee) and Section 6(c) herein (regarding no cross defaults), in the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement on property owned by the Defaulting Party shall be recoverable against the Defaulting Party only (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing of such default, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default; provided that, if the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended so long as the Breaching Party is diligently pursuing cure.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement solely with respect to property owned by the Defaulting Party, by providing written notice to the Defaulting Party. Notwithstanding any statement to the contrary in this Agreement, it is the intent of the Parties that there be no cross-defaults between Parties such that all terms,

conditions and obligations of this Agreement shall apply to Developer, Lessee, and any assignee of Developer or Lessee under Section 10(c), independently. For the avoidance of doubt, a default of the Developer or with respect to the Improvements shall not constitute a default by Lessee or with respect to the Facility or any Tangible Personal Property or New Tangible Personal Property owned by Lessee or any of its assignees, nor shall a default by Lessee with respect to property Lessee owns constitute a default by an assignee of Lessee with respect to property owned by such assignee.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property owned by the Defaulting Party, as the case may be, without tax abatement for the years in which Defaulting Party was in default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Leased Parcel, Facility, and Tangible Personal Property to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection during the Term to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

Subject to Section 6, if either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only the property owned by that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. Except as provided herein, this Agreement may only be amended, altered or revoked by written instrument signed by the City, Developer and Lessee. If any amendment does not alter Developer's rights or obligations under this Agreement (as agreed to by Developer, which agreement shall not be unreasonably withheld, conditioned or delayed), Developer will consent to such amendment if requested by Lessee.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** Except as otherwise provided in this section, this Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign (without City consent) its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Leased Parcel and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing Lessee may assign (without City consent) its rights and obligations under this Agreement in whole or in part, including with respect to the Leased Parcel leased by such Lessee, the Facility and/or any property located thereon, to one or more new owners, lessees, tenants or affiliates or a financing joint venture (provided that, for any financing joint venture, Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property) provided such assignee expressly assumes the obligations and liabilities of such Lessee relating to such assigned rights in writing in a form reasonably approved by the City, which form may be substantially similar to the assignment form attached as Exhibit "C". Notwithstanding the foregoing, Lessee may assign (without City consent) this Agreement in whole or in part with regard to Tangible Personal Property and/or New Tangible Personal Property to one or more tenants or sublessees of all or a portion of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at such Facility, which assignment may be made in writing in a form substantially similar to the assignment form attached as Exhibit "C". City agrees to acknowledge any assignment to a new owner, lessee, tenant, subtenant, affiliate, or financing joint venture permitted by this Section 10(c) made pursuant to an assignment in substantially the form attached as Exhibit "C" or another approved assignment form by promptly acknowledging such assignment form. Notwithstanding the foregoing, Developer, a Lessee, or their tenants or assigns may (without City consent) (i) mortgage, pledge, collaterally assign, or

otherwise encumber its interest in this Agreement or the Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property located on the Leased Parcel to a lender for the purpose of financing any such Leased Parcel, Facility, Improvements, and/or New Tangible Personal Property; (ii) assign such Party's interest in the Agreement to such lender in connection with a foreclosure (or other exercise of remedies); and (iii) provide lender contact information to City, in which case City shall provide a copy to such lender of any notice of default issued to such Party and provide such lender a reasonable opportunity to cure such default. A Party's encumbering its interest in this Agreement may include an assignment of such Party's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In connection with a collateral assignment or other encumbrance described by this Section 10(c), City agrees to execute a written consent to such collateral assignment or encumbrance should the lender request such a consent.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year of the Eligibility Period. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:	City of Abilene, Texas P.O. Box 60 555 Walnut Street Abilene, Texas 79604 Attn: Emily Crawford, City Manager Email: emily.crawford@abilenetx.gov
if to Developer:	Lancium LLC 9002 Six Pines Dr Suite 134

Shenandoah, TX 77380
Attn: Keith Sigale, General Counsel
Notice Email: Legal@lancium.com and
Tax@lancium.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

If to Lessee:

Abilene DC 8, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoe.ai

with copy to:

Blue Owl Real Estate Capital
150 North Riverside Plaza, 37th Floor
Chicago, IL 60606
Attn: Asset Management
Email: RealEstateAM@blueowl.com

with copy to:

Oracle Corporation
2300 Oracle Way
Austin, TX 78741
Attn: Adriano Silveira
Notice Email: pc_taxreview_us_grp@oracle.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees**. In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Facility and Improvements, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted or caused to be submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or such Lessee has submitted or caused to be submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
Emily Crawford, City Manager
Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: _____

ABILENE DC 8, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

Exhibit A

Description of Leased Parcel

BEING a 73.198 acre (3,188,504 square foot) tract of land situated in Section 55, Block 16, Texas and Pacific Railway Company Survey, Abstract No. 385, Taylor County, Texas, and being all of Lot 108, Block C of Corrected Plat of Lots 101, 107, 108, and 109 Block C Lancium Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 5, Slide 168 of the Plat Records of Taylor County, Texas, said 73.198 acre (3,188,504 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "H & T" found for the northeast corner of said Lot 108;

THENCE South 01 degree 00 minutes 16 seconds West, with the east line of said Lot 108, a distance of 1,997.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the most easterly southeast corner of said Lot 108;

THENCE North 88 degrees 56 minutes 56 seconds West, with a south line of said Lot 108, a distance of 126.46 feet to a 1/2 inch iron rod with cap stamped "H & T" found for a reentrant corner of said Lot 108;

THENCE South 01 degree 07 minutes 21 seconds West, with an east line of said Lot 108, a distance of 128.09 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the most southerly southeast corner of said Lot 108;

THENCE North 89 degrees 24 minutes 28 seconds West, with the south line of said Lot 108, at a distance of 1,026.23 feet passing the common west line of said Lot 1 and the east line of said 16.00 acre tract of land, from which a 3/8 inch iron rod found for the common northeast corner of said 16.00 acre tract of land and a reentrant corner of said Lot 1 bears North 00 degrees 00 seconds 21 seconds West, a distance of 573.63 feet, continuing with the south line of said Lot 108, in all, a total distance of 1,526.16 feet to a 1/2 inch iron rod with cap stamped "H & T" found for the southwest corner of said Lot 108;

THENCE North 01 degree 00 minutes 16 seconds East, with the west line of said Lot 108, at a distance of 572.89 feet passing the common north line of said 16.00 acre tract of land and the south line of said Lot 1, continuing with the west line of said Lot 108, in all, a total distance of 1,753.20 feet to a 1/2 inch iron rod with cap stamped "H & T' set for the common northwest corner of said Lot 108;

THENCE North 77 degrees 57 minutes 01 second East, with the north line of said Lot 108, a distance of 1696.70 feet to the **POINT OF BEGINNING** and containing 3,188,504 square feet or 73.198 acres of land.

Exhibit B

Legal Description of Zone

CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Exhibit C

Form of Assignment

[Assigning party] entered into that certain Second Tax Abatement Agreement (Phase 8) (the "Agreement") with the City of Abilene, Texas, dated [ ].

Pursuant to Section 10(c) of the Agreement, [assignor], as a [Developer][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to a [new owner] [lessee] [tenant] [sublessee]. [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], a [new owner] [lessee] [tenant] [sublessee] [insert further explanation of relationship between assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section 10(c) of the Agreement to [assignee], to the extent such rights and responsibilities relate to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel], including the right to receive any tax abatements for which such [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] is eligible under the Agreement [specify any specific rights or responsibilities (e.g, job creation obligations) to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of [Developer] [Lessee] [to the extent applicable] under the Agreement to the extent provisions of the Agreement apply to [Leased Parcel] [Improvements] [Facility] [New Tangible Personal Property] owned by [assignee] on the [Leased Parcel]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

We respectfully request that you acknowledge the City's recognition of this assignment below.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[CITY]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED TAX ABATEMENT AGREEMENT

This Amendment No. 1 to Second Amended and Restated Tax Abatement Agreement (this "Amendment No. 1") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 1, LLC,** a Delaware limited liability company ("Lessee 1/2"), **ABILENE DC 3**, **LLC**, a Delaware limited liability company ("Lessee 3"), **ABILENE DC 4**, **LLC**, a Delaware limited liability company ("Lessee 4"), **ABILENE DC 5**, **LLC**, a Delaware limited liability company ("Lessee 5"), **ABILENE DC 6**, **LLC**, a Delaware limited liability company ("Lessee 6"), **ABILENE DC 7**, **LLC**, a Delaware limited liability company ("Lessee 7"), and **ABILENE DC 8**, **LLC**, a Delaware limited liability company ("Lessee 8") (each, along with successors and permitted assigns, a "Lessee" or collectively, the "Lessees") (each of the City, Developer, and Lessees a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, the Parties previously entered into that certain Second Amended and Restated Tax Abatement Agreement effective March 17, 2025 (the "Agreement") regarding the abatement of tax on the increase in value of land, improvements, and tangible personal property of Developer, and on improvements and tangible personal property located on land leased by Developer to Lessees for construction of up to eight data center buildings; and

WHEREAS, the Agreement provides that a Lessee may request that Developer, such Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the Agreement, and otherwise containing substantially the same terms and conditions as the Agreement, which terms shall supersede the terms of the Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, each Lessee, Developer, and the City, on or about the date hereof, will execute such a separate tax abatement agreement with respect to each of the Leased Parcels (as such term is defined in the Agreement); and

WHEREAS, the Parties wish to enter into this Amendment No. 1 to the Agreement to provide that the terms of such separate tax abatement agreement shall supersede the terms of this Agreement with respect to each of the Leased Parcels.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained

herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Agreement as follows:

1. Amendments.

A. The definition of "Developer" is hereby amended to read as follows:

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, and its subsidiares Rolling Plains EV Station LLC, a Delaware limited liability company, Lancium Abilene, LLC, a Delaware limited liability company, and Lancium Abilene Real Estate, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

B. Section 3.8(g) of the Agreement is hereby amended to read as follows:

"(g) **Separate Abatement Agreements for Leased Parcels**.

(i) The terms of that certain Tax Abatement Agreement (Phase 1/2) dated _____, 2025, by and between Developer, Lessee 1/2, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 1/2, Leased Parcel 1/2, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 1/2. For the avoidance of doubt, Lessee 1/2 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 1/2). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 1/2) with respect to Leased Parcel 1/2 and any property or improvements located thereon, Tax Abatement Agreement (Phase 1/2) shall control.

(ii) The terms of that certain Tax Abatement Agreement (Phase 3) dated _____, 2025, by and between Developer, Lessee 3, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 3, Leased Parcel 3, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 3. For the avoidance of doubt, Lessee 3 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 3). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 3) with respect to Leased Parcel 3 and any property or improvements located thereon, Tax Abatement Agreement (Phase 3) shall control.

(iii) The terms of that certain Tax Abatement Agreement (Phase 4) dated _____, 2025, by and between Developer, Lessee 4, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 4, Leased Parcel 4, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 4. For the avoidance of doubt, Lessee 4 shall have

no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 4). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 4) with respect to Leased Parcel 4 and any property or improvements located thereon, Tax Abatement Agreement (Phase 4) shall control.

(iv) The terms of that certain Tax Abatement Agreement (Phase 5) dated _____, 2025, by and between Developer, Lessee 5, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 5, Leased Parcel 5, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 5. For the avoidance of doubt, Lessee 5 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 5). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 5) with respect to Leased Parcel 5 and any property or improvements located thereon, Tax Abatement Agreement (Phase 5) shall control.

(v) The terms of that certain Tax Abatement Agreement (Phase 6) dated _____, 2025, by and between Developer, Lessee 6, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 6, Leased Parcel 6, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 6. For the avoidance of doubt, Lessee 6 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 6). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 6) with respect to Leased Parcel 6 and any property or improvements located thereon, Tax Abatement Agreement (Phase 6) shall control.

(vi) The terms of that certain Tax Abatement Agreement (Phase 7) dated _____, 2025, by and between Developer, Lessee 7, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 7, Leased Parcel 7, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 7. For the avoidance of doubt, Lessee 7 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 7). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 7) with respect to Leased Parcel 7 and any property or improvements located thereon, Tax Abatement Agreement (Phase 7) shall control.

(vii) The terms of that certain Tax Abatement Agreement (Phase 8) dated _____, 2025, by and between Developer, Lessee 8, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 8, Leased Parcel 8, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 8. For the avoidance of doubt, Lessee 8 shall have no rights or obligations under this Agreement from and after the Effective Date of Tax Abatement Agreement (Phase 8). In the event of a conflict between this Agreement and Tax Abatement Agreement (Phase 8) with respect to Leased Parcel 8 and any property or improvements located thereon, Tax Abatement Agreement (Phase 8) shall control.

(viii) Except as modified or superseded herein, the 2025 Second Agreement shall remain in full force and effect."

2. Effect. Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement as amended by this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement, the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be recorded with the official minutes of the meeting at which it has been approved.

3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
_____, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEES:

ABILENE DC 1, LLC,

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 3, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 4, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 5, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 6, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 7, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 8, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED SECOND TAX ABATEMENT AGREEMENT

This Amendment No. 1 to Second Amended and Restated Second Tax Abatement Agreement (this "Amendment No. 1") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality**,** a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company and its affiliates named herein (collectively, the "Developer"), and **ABILENE DC 1, LLC,** a Delaware limited liability company ("Lessee 1/2"), **ABILENE DC 3**, **LLC**, a Delaware limited liability company ("Lessee 3"), **ABILENE DC 4**, **LLC**, a Delaware limited liability company ("Lessee 4"), **ABILENE DC 5**, **LLC**, a Delaware limited liability company ("Lessee 5"), **ABILENE DC 6**, **LLC**, a Delaware limited liability company ("Lessee 6"), **ABILENE DC 7**, **LLC**, a Delaware limited liability company ("Lessee 7"), and **ABILENE DC 8**, **LLC**, a Delaware limited liability company ("Lessee 8") (each, along with successors and permitted assigns, a "Lessee" or collectively, the "Lessees") (each of the City, Developer, and Lessees a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, the Parties previously entered into that certain Second Amended and Restated Tax Second Abatement Agreement effective March 17, 2025 (the "Agreement") regarding the abatement of tax on new improvements and tangible personal property of Developer and Lessees to be constructed or located on the Land (as such term is defined in the Agreement) after the end of the periods for abatement under the Second Amended and Restated Tax Abatement Agreement (as such term is defined in the Agreement); and

WHEREAS, the Agreement provides that a Lessee may request that Developer, such Lessee, and City execute a separate tax abatement agreement with respect to the land leased by such Lessee, providing for the tax abatements to which any property located on such leased land is entitled under the Agreement, and otherwise containing substantially the same terms and conditions as the Agreement, which terms shall supersede the terms of the Agreement relating to such leased land and any improvements and/or property located thereon; and

WHEREAS, each Lessee, Developer, and the City, on or about the date hereof, will execute such a separate tax abatement agreement with respect to each of the Leased Parcels (as such term is defined in the Agreement); and

WHEREAS, the Parties wish to enter into this Amendment No. 1 to the Agreement to provide that the terms of such separate tax abatement agreement shall supersede the terms of this Agreement with respect to each of the Leased Parcels.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Agreement as follows:

1. Amendments.

A. The definition of "Developer" is hereby amended to read as follows:

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, and its subsidiares Rolling Plains EV Station LLC, a Delaware limited liability company, Lancium Abilene, LLC, a Delaware limited liability company, and Lancium Abilene Real Estate, LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9002 Six Pines Dr, Suite 134, Shenandoah, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

B. Section 3(f) of the Agreement is hereby amended to read as follows:

"(f) **Separate Abatement Agreements for Leased Parcels**.

(i) The terms of that certain Second Tax Abatement Agreement (Phase 1/2) dated _____, 2025, by and between Developer, Lessee 1/2, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 1/2, Leased Parcel 1/2, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 1/2. For the avoidance of doubt, Lessee 1/2 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 1/2). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 1/2) with respect to Leased Parcel 1/2 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 1/2) shall control.

(ii) The terms of that certain Second Tax Abatement Agreement (Phase 3) dated _____, 2025, by and between Developer, Lessee 3, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 3, Leased Parcel 3, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 3. For the avoidance of doubt, Lessee 3 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 3). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 3) with respect to Leased Parcel 3 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 3) shall control.

(iii) The terms of that certain Second Tax Abatement Agreement (Phase 4) dated _____, 2025, by and between Developer, Lessee 4, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 4, Leased Parcel 4, and

any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 4. For the avoidance of doubt, Lessee 4 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 4). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 4) with respect to Leased Parcel 4 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 4) shall control.

(iv) The terms of that certain Second Tax Abatement Agreement (Phase 5) dated _____, 2025, by and between Developer, Lessee 5, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 5, Leased Parcel 5, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 5. For the avoidance of doubt, Lessee 5 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 5). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 5) with respect to Leased Parcel 5 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 5) shall control.

(v) The terms of that certain Second Tax Abatement Agreement (Phase 6) dated _____, 2025, by and between Developer, Lessee 6, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 6, Leased Parcel 6, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 6. For the avoidance of doubt, Lessee 6 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 6). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 6) with respect to Leased Parcel 6 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 6) shall control.

(vi) The terms of that certain Second Tax Abatement Agreement (Phase 7) dated _____, 2025, by and between Developer, Lessee 7, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 7, Leased Parcel 7, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 7. For the avoidance of doubt, Lessee 7 shall have no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 7). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 7) with respect to Leased Parcel 7 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 7) shall control.

(vii) The terms of that certain Second Tax Abatement Agreement (Phase 8) dated _____, 2025, by and between Developer, Lessee 8, and City shall supersede the terms and conditions of this Agreement with respect to Lessee 8, Leased Parcel 8, and any Facility, Improvements, New Tangible Personal Property, and Tangible Personal Property located on Leased Parcel 8. For the avoidance of doubt, Lessee 8 shall have

no rights or obligations under this Agreement from and after the Effective Date of Second Tax Abatement Agreement (Phase 8). In the event of a conflict between this Agreement and Second Tax Abatement Agreement (Phase 8) with respect to Leased Parcel 8 and any property or improvements located thereon, Second Tax Abatement Agreement (Phase 8) shall control.

(viii) Except as modified or superseded herein, the 2025 Second Agreement shall remain in full force and effect."

2. Effect. Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement as amended by this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement, the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be recorded with the official minutes of the meeting at which it has been approved.

3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: _____
_____, City Manager

Date Signed: _____

ATTEST:

_____
Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed:_____

LESSEES:

ABILENE DC 1, LLC

a Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 3, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 4, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 5, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 6, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 7, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

ABILENE DC 8, LLC

A Delaware Limited Liability Company

By:_____
Name:_____
Title:_____
Date Signed:_____

NOTICE OF PUBLIC HEARING & MEETING

July 29, 2025

Public Notice is hereby given that the Abilene City Council will hold a PUBLIC HEARING and meeting for consideration of amending tax abatement agreements and adopting new tax abatement agreements for property located in Taylor County, Texas, on August 28, 2025 at 8:30 a.m., in regular session in the City Council Chambers, Second Floor, 555 Walnut Street, Abilene, Texas.

The Abilene City Council will consider amending that certain Second Amended Tax Abatement Agreement and that certain Second Amended Second Tax Abatement Agreement, each dated March 17, 2025 (the "Agreements"), and adopting new tax abatement agreements separately setting forth the rights and obligations relating to each separate data center site under the Agreements, the adoption of such separate abatements agreements being required by the Agreements, as follows:

1. At the time of this notice, the names of the property owners and applicants for the amended and new tax abatement agreements are Rolling Plains EV Stations, LLC, Lancium Abilene, LLC, Lancium, LLC, Abilene DC 1, LLC, Abilene DC 3, LLC, Abilene DC 4, LLC, Abilene DC 5, LLC, Abilene DC 6, LLC, Abilene DC 7, LLC, and Abilene DC 8, LLC.

2. The name of the reinvestment zone is City of Abilene, Texas Second Reinvestment Zone No. RZ21-1 and the location is as follows:

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

3. The improvements to be included in the tax abatement agreements generally consist of numerous commercial and industrial buildings and facilities and related tangible personal property.

4. The estimated costs of the improvements will exceed $1,000,000,000.

Pursuant to the Texas Open Meetings Act (the "Act"), the Abilene City Council will consider approval of the tax abatement agreements at 8:30 a.m. on August 28, 2025 in regular session in the City Council Chambers, 2d Floor, 555 Walnut Street, Abilene, Texas.

This notice shall remain continuously posted for at least 30 days prior to the meeting and shall be posted in the same manner as required by the Act for a public meeting.

This is to certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Abilene, TX on the 29th day of July, at 12:35 p.m., within such time as required by law.

By: KRichardson
Name: Kaitlin Richardson
Title: Deputy City Secretary

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Tax Abatement Agreement with Lancium

August 28, 2025

CITY OF ABILENE TEXAS

Tax Abatement Agreements

- The City approved an amended agreement with Lancium on Feb. 13, 2025, that allowed for lessees to be separated into individual tax abatement agreements in the future.

- Leases for all eight (8) building sites have now been executed.

- The purpose of the separate agreements is to provide the financial incentive to the lessees.

CITY OF ABILENE TEXAS

Tax Abatement Agreements

- The tax abatement granted to the lessee is 85% of the taxable value of new improvements and additions constructed on the leased parcel, repairs to lessee's facility, and tangible personal property owned by lessee for a period of ten (10) consecutive years.

- Each data center site has two (2) ten (10) year abatements.

CITY OF ABILENE TEXAS

Tax Abatement Agreements

- The terms of the separate agreements mirror the original agreements with the following clarifications:

- Employee Allocation: New language allows full-time employees who split time between buildings to be counted fractionally across agreements, provided their total hours in the reinvestment zone equal 2,080 annually. There is no reduction in the commitment to the number of employees.

CITY OF ABILENE TEXAS

Tax Abatement Agreements

- Construction Dates: Commencement dates have been added.
- Default Clarification: Clarifies that a tenant/assignee will not be penalized for defaults by the developer or lessee.
- Legal Descriptions: Finalized legal descriptions for buildings 3–8 have replaced previous approximations.

CITY OF ABILENE TEXAS

Tax Abatement Agreements

- No changes have been made from the original abatement agreements on the tax abatement percentage, number of employees, capital investment, or years of abatement.

- There are 14 tax abatement agreements – two (2) ten (10) year abatements for buildings 1/2 and two (2) ten (10) year abatements for buildings 3 through 8. Additionally, there are two (2) amendments to the current agreements with Lancium to clarify that buildings 1-8 are removed from the original tax abatement agreements.

CITY OF ABILENE TEXAS

Public Hearing and Resolution

- The Notice of Public Hearing and Meeting to consider amending the tax abatement agreements and adopting new tax abatement agreements was published on July 29, 2025.

- Hold one Public Hearing for all agreements.

- Consider Resolution for all agreements.

CITY OF ABILENE TEXAS