



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 October 9, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- National Chiropractic Health Month
- National Physical Therapy Month and Physician Assistant Week

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.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 25, 2025 and the Special Meeting Held on October 3, 2025 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Appointment of Chris Riley as an Assistant Municipal Court Judge **(Stanley Smith)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials Bid #CB-2561 **(Max Johnson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2026 Budget **(Marjorie Knight)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Renewal of a Lease Agreement with Partners Mall Abilene, LLC for the South Branch Library **(Julee Hammer)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape **(Julee Hammer)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive for Library Materials **(Julee Hammer)**
11. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Increasing Passenger Fares for CityLink **(Don Green)**
12. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action to Amend the Fee Schedule Ordinance to Increase the Permit Fee For Certain Food Establishment Permits **(Annette Lerma)**
13. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, Motor Vehicles and Traffic, Article I, In General, Section 18-11, Use of Golf Carts on Public Streets. **(Stanley Smith)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

14. **Ordinance (Final Reading) Z-2025-25:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owners, To Amend The Terms And Conditions Of A Planned Development District (PDD-104), Specifically To Allow For Multi-Family (MF) Base Zoning In Tract 4. Located Along East South 27th Street. **(Tim Littlejohn)**
15. **Ordinance (Final Reading) Z-2025-27:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.23 Acres From Multi-Family (MF) To Mixed Use (MX). Located At 1365 Sayles Boulevard. **(Tim Littlejohn)**
16. **Ordinance (Final Reading) Z-2025-28:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of

Approximately 32.55 Acres From Agriculture Open (AO), Multi-Family (MF) And General Commercial (GC) To General Commercial (GC). Located At 1755 E Stamford Street. **(Tim Littlejohn)**

17. **Ordinance (Final Reading) Z-2025-29:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 106.76 Acres From Residential Single-Family (RS-8) To Residential Single-Family (RS-6). Located At The 6700 Block Of Lantana Avenue. **(Tim Littlejohn)**
18. **Ordinance (Final Reading) Z-2025-30:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 99.45 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6). Located At The 6600 Block Of HWY 277 S. **(Tim Littlejohn)**
19. **Ordinance (Final Reading) Z-2025-31:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.10 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4325 Burl Harris Dr. **(Tim Littlejohn)**

EXECUTIVE SESSION

20. **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. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In the United States District Court, Northern District of Texas, Abilene Division, filed September 5, 2025

18. Eddie Pugh v. Rise Church of Abilene, Inc., et al.; Cause No. 52301-A, In the District Court of Taylor County, Texas, 42nd Judicial District; filed September 11, 2025

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Accepting a Proposal for Management Services on City Owned Property at 1002 S 32nd Street, known as Maxwell Golf Course **(Emily Crawford)**

22.

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

- Mayor's Advisory Board for People with Disabilities

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 3rd day of October, 2025, at 3:15p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 25, 2025 and the Special Meeting Held on October 3, 2025 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on September 25, 2025 and the Special Meeting Held on October 3, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 09-25-2025 Minutes - Regular - Morning

2. 10-03-2025 Minutes - Special

CITY COUNCIL MEETING
September 25, 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 September 25, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Travis Craver led the invocation.

Lorin Espinoza and Kayson Weir led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Councilmember Travis Craver presented the following proclamations:
 - Domestic Violence Awareness Month – Accepted by the Noah Project
 - Fire Prevention Week – Accepted by the Abilene Fire Marshal’s Office
- Council recognized Deputy City Manager Mindy Patterson for her years of service to the City, as she is retiring on September 30th.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-23. Item 17 was pulled from consideration prior to the meeting. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Erica Lonsford
- Kristi Andrew
- Danielle Delhomme
- Marelyn Shedd
- Eddie Pugh
- Bambi Pugh
- Dawn Utley
- Tammy Fogle

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

CONSENT AGENDA

Mayor Pro-tem Yates moved to approve the consent agenda, now consisting of items 4-16 and 18-23. 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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 11, 2025
5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Purchase of an Oshkosh Striker 4x4 1,500-Gallon Aircraft Rescue Fire Fighting Vehicle Through CB-2544
[ASSIGNED RESOLUTION NO. 181-2025]
6. 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 GL Seaman & Company Under OMNIA Partners and TIPS Purchasing Cooperative Contracts
[ASSIGNED RESOLUTION NO. 182-2025]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Amendment for Geographical Information Services in the Fiscal Year 2026 with Resource Data, Inc. via GSA Contract #GS-35F-0229S
[ASSIGNED RESOLUTION NO. 183-2025]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2026 Budget
[ASSIGNED RESOLUTION NO. 184-2025]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire a Professional Services Contract with Gartner, Inc. as a Provider of Information Technology Consulting Services through the Texas DIR Contract No. DIR-CPO-5253
[ASSIGNED RESOLUTION NO. 185-2025]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Cisco Enterprise Agreement and Software Assurance Services from CDW-G through the Texas DIR-CPO-5347 Contract
[ASSIGNED RESOLUTION NO. 186-2025]
11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Designating First Financial Bank as Primary Depository Bank for the City
[ASSIGNED RESOLUTION NO. 187-2025]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending Authorizing Representatives for TexPool Local Government Investment Pool Account
[ASSIGNED RESOLUTION NO. 188-2025]
13. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Body Armor for the Abilene Police Departments Specialty Units from G.T. Distributors Inc.
[ASSIGNED RESOLUTION NO. 189-2025]
14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Developers Agreement with Aaron Waldrop
[ASSIGNED RESOLUTION NO. 190-2025]

15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Developers Agreement with Kyle Paul
[ASSIGNED RESOLUTION NO. 191-2025]
16. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Emergency Change Order No. 1 to the Contract with Vortex Services LLC for the 36-Inch Aerial Sewer UV CIPP Liner Project
[ASSIGNED RESOLUTION NO. 192-2025]
18. Ordinance (First Reading) Z-2025-25: Receive a Report, Hold a Discussion and Take Action on A Request From The Owners, To Amend The Terms And Conditions Of A Planned Development District (PDD-104), Specifically To Allow For Multi-Family (MF) Base Zoning In Tract 4. Located Along East South 27th Street.
19. Ordinance (First Reading) Z-2025-27: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.23 Acres From Multi-Family (MF) To Mixed Use (MX). Located At 1365 Sayles Boulevard.
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21. Ordinance (First Reading) Z-2025-29: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 106.76 Acres From Residential Single-Family (RS-8) To Residential Single-Family (RS-6). Located At The 6700 Block Of Lantana Avenue.
22. Ordinance (First Reading) Z-2025-30: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 99.45 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6). Located At The 6600 Block Of HWY 277 S.
23. Ordinance (First Reading) Z-2025-31: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.10 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4325 Burl Harris Dr.

ITEMS PULLED FROM CONSIDERATION

17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendments to the Abilene-Taylor County Child Advocacy Center Advisory Board's Bylaws
[NOT CONSIDERED]

REGULAR AGENDA

24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2026
[ASSIGNED RESOLUTION NO. 194-2025]

Matthew Dane, Director of Water Utilities, presented the item. Adoption of the item would award a bid to purchase bulk chemicals to be used by the Water and Wastewater Treatment Plants for Fiscal Year 2026. For one of the bids, staff received two bids for the same amount, therefore, the Mayor must draw one of the names

to choose the winning bid. The City Secretary presented Mayor Hurt with a bucket with the two names inside. Mayor Hurt drew International Dioxide as the winning bidder.

Mayor Hurt opened the public hearing. The following spoke:

- Max McKinney

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

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

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

NAYS (0): None

25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code
[ASSIGNED ORDINANCE NO. 70-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would decrease the speed limit from 40 mph to 30 mph on Waldrop Drive between Hardwick and South Clack.

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

NAYS (0): None

26. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 10, "Fire Protection and Prevention," Article III, "Fire Prevention Code," Division 2, "Smoking Restrictions," Section 10-87, "Exemptions From Prohibition," of the Code of Ordinances regarding Retail Tobacco Stores
[ASSIGNED ORDINANCE NO. 71-2025]

Stanley Smith, City Attorney, presented the item. Adoption of the item would amend Chapter 10 of the Code of Ordinances to allow retail tobacco stores to allow the consumption of alcoholic beverages in compliance with the new BYOB ordinance, and still remain exempt from the smoking restrictions ordinance.

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

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

AYES (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 9:24 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. Brennon & Brittany Manske, et al. v. City of Abilene, Case No. 1:25-cv-00172-H
2. Eddie Pugh v. Rise Church et. Al; Cause No 52301-A
3. Child Advocacy Center Bylaws (agenda Item 17)

27.D.551.074 (Personnel Matters)

1. City Attorney (and agenda item #21)
2. City Secretary (and agenda item #22)
3. Boards & Commissions (re)Appointments

The Executive Session ended at 10:22 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 195-2025]

Councilmember Beard had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

Board	Term End Date
<i>Airport Development Board</i>	
Christie Eckhardt [New]	November 2029

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

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

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

Mayor Hurt announced items 29 and 30 would not be considered.

29. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney
[NOT CONSIDERED]

30. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary
[NOT CONSIDERED]

ADJOURNMENT

There being no further business, the meeting adjourned at 11:18 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
October 3, 2025 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Special Session on October 3, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Mayor Pro-tem Brian Yates led the invocation, and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

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

- Eddie Pugh

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 8:35 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:

- 2.D.551.087 (Business Prospect/Economic Development)
 - 1. Lancium, Project Diamond

The Executive Session ended at 9:49 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:49 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor and Members of the City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors (Shawna Atkinson)

GENERAL INFORMATION

The City of Abilene is a taxing unit in Jones County and participates in the selection of members of the Jones County Appraisal District Board of Directors, composed of 6 members who serve two-year terms, all of which expire on December 31, 2023. The City of Abilene may nominate, by resolution, one or more candidates for the directorship of the board.

SPECIAL CONSIDERATIONS

Mayor Hurt would like to nominate Ms. Mary Hogue.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the nomination of Ms. Mary Hogue for the Jones County Appraisal District Board of Directors

BOARD OR COMMISSION RECOMMENDATION

None

ATTACHMENTS:

1. Resolution Jones County
2. CAB
3. Jones County Presentation Slide

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF
JONES COUNTY APPRAISAL DISTRICT**

WHEREAS, the governing body within the Jones County Appraisal District has the right and responsibility to elect a person to the board of directors of the Jones County Appraisal District for a term of office commencing on January 1, 2026, and extending through December 31, 2027;

AND WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors;

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

SECTION 1: The facts and recitations outlined in the preamble of this resolution be, and they are hereby adopted, ratified and confirmed.

SECTION 2: Mary Hogue is hereby nominated as a candidate for a position on the Jones County Central Appraisal District board to be filled for a two-year term of office commencing on January 1, 2026.

SECTION 3: the presiding officer of the governing body of this taxing unit is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Jones County Appraisal District before October 17, 2025.

PASSED AND APPROVED THIS THE 9th DAY OF OCTOBER, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Jones County Appraisal District
P: (325) 823-2422
1137 E Court Plaza
PO Box 348
Anson, TX 79501

September 11, 2025

Dear Taxing Entity:

It is time to start the reorganization process for the Board of Directors of the Jones County Appraisal District. Each entity with voting entitlement will be allotted a number of votes based on their tax levy in Jones County. These votes will be cast on candidates nominated by the taxing entities. I have enclosed a copy of the voting split spreadsheet which is based on 6 directorships to be filled. Please refer to this spreadsheet to determine the number of votes allotted for your entity.

The members currently serving on the Board of Directors are Dale Spurgin, Tucker Teague, Jim Astin, Jim Bailey, Eugene Griffith, and Pete Klein. Their terms expire December 31, 2025. All of these current members are willing to serve again **with the exception of Pete Klein.** **Please find enclosed a nomination sheet along with a sheet on which you may list up to 6 candidates to represent your entity. This must be filled out and received back in the Appraisal District office by October 17, 2025.** You will then be sent a ballot by **October 30, 2025** reflecting the names of all the nominees. You may cast all your votes on one (1) candidate or distribute them among several candidates. I must receive this ballot back in my office by **December 12, 2025**. The 6 candidates who receive the largest cumulative votes will serve a 2-year term on the Board of Directors beginning **January 1, 2026**. You will be notified of these results by **December 30, 2025**.

I have enclosed a timeline and a copy of Sec.6.03 from the Property Tax Code for your reference. I have highlighted the portion that states the eligibility requirements for serving on this board. Please be sure your candidate(s) meet these requirements before nominating them. **Remember, your nominations are due by October 17, 2025.**

If you have any questions, please do not hesitate to ask. My contact information is listed above.

Sincerely,

Tammy Smith, RPA, RTA, CCA, CTA
Chief Appraiser, Jones CAD



Jones County Appraisal District
P: (325) 823-2422
1137 E Court Plaza
PO Box 348
Anson, TX 79501

BOARD OF DIRECTORS

Six Board of Directors appointed by taxing entities

January 1 of even-number years

Before

September 11 – Chief Appraiser will notify entities of nominations for Jones CAD Board of Directors

October 17 – Entities submit nomination names to Chief Appraiser

October 30 - Chief Appraiser prepares ballots

December 12 - entities submit resolution of votes to Chief Appraiser

December 31 – Chief Appraiser submit results to entities and candidates

Sec. 6.03. Board of Directors. [Effective until approval by the voters of H.J.R. 2, 88th Leg., 2nd C.S.]

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under Section 6.24(b). **To be eligible to serve on the board of directors, an individual other than a county assessor-collector**

serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

Entity	2024 Freeze Adjusted Taxable Value	2024 Tax Rate	2024 Taxes Before Ceiling Tax	2024 Total Ceiling Tax	2024 Levy	Votes	Entitlement
CAB	\$54,262,750	0.760700%	\$412,777	\$69,834	\$482,611	24	146
CAN	\$117,567,500	0.978540%	\$1,150,445		\$1,150,445	58	349
CHM	\$82,191,310	0.852647%	\$700,802		\$700,802	35	213
CHW	\$42,814,430	0.378655%	\$162,119		\$162,119	8	49
CLU	\$8,044,940	0.430874%	\$34,664		\$34,664	2	11
CST	\$118,115,080	0.928083%	\$1,096,206		\$1,096,206	55	332
GJO	\$1,059,603,358	0.558096%	\$5,913,604	\$846,070	\$6,759,674	342	2050
SAB	\$78,063,800	0.992400%	\$774,705	\$27,098	\$801,803	41	243
SAN	\$302,549,738	0.920200%	\$2,784,063	\$34,060	\$2,818,123	142	855
SCL	\$27,823,936	0.905100%	\$251,834	\$8,650	\$260,484	13	79
SHM	\$94,412,062	0.950500%	\$897,387	\$10,837	\$908,224	46	275
SHW	\$224,063,378	0.980200%	\$2,196,269	\$79,653	\$2,275,922	115	690
SLU	\$67,261,018	0.888000%	\$597,278	\$4,295	\$601,573	30	182
SME	\$51,650,452	0.849700%	\$438,874	\$24,808	\$463,682	23	141
SPC	\$4,324,400	0.869200%	\$37,588	\$2,310	\$39,898	2	12
SRO	\$1,855,700	1.042500%	\$19,346		\$19,346	1	6
SST	\$101,861,700	1.063000%	\$1,082,790	\$14,086	\$1,096,876	55	333
STR	\$11,597,078	0.970300%	\$112,526	\$2,296	\$114,822	6	35
					\$19,787,273		



Jones County Appraisal District
P: (325) 823-2422
1137 E Court Plaza
PO Box 348
Anson, TX 79501

Board of Directors 2026-2027 Nominations, Jones County Appraisal District

Each voting taxing entity may nominate from 1 to 6 people to fill the 6 places on the board of directors. You may nominate anyone who meets the requirements to serve. If you have any questions, please contact this office at the number listed above.

Please make your nomination(s) at the bottom of this page and return to the Appraisal District by October 17, 2025. I will then mail a ballot by October 30, 2025 reflecting the candidates and the number of votes allotted to your taxing entity.

Thank You,

Tammy Smith, RPA, RTA, CCA, CTA
Chief Appraiser

The voting taxing entity, **City of Abilene**, nominates the following:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Signed

Title

Date

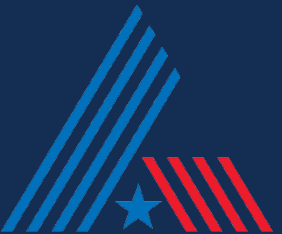
Resolution:

**Casting a Vote to Nominate a Member to the
Jones County Appraisal District Board of
Directors:**

Mary Hogue



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Appointment of Chris Riley as an Assistant Municipal Court Judge (Stanley Smith)

GENERAL INFORMATION

Section 77, Charter of the City of Abilene, provides for the appointment of Assistant Municipal Court Judges to act in the place of the Judge of the Municipal Court when the Judge of the Municipal Court is temporarily unable to act for any reason. Chris M. Riley is a qualified and competent attorney, and has agreed to serve in the temporary absence of the Judge of the Municipal Court. Chris Riley currently serves as an Assistant Municipal Court Judge.

Chris M. Riley, having the same qualifications as the Judge of the Municipal Court, is recommended for appointment as an Assistant Municipal Judge, in accordance with the City Charter of the City of Abilene.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends re-appointment of Chris Riley as an Assistant Municipal Court Judge.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2025 RESOLUTION Chris Riley Assistant Municipal Court Judge
2. 2025 Appoint Asst Municipal Court Judge Chris Riley

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPOINTING CHRIS M. RILEY AS AN ASSISTANT MUNICIPAL COURT JUDGE TO
ACT IN THE TEMPORARY ABSENCE OR UNAVAILABILITY OF THE JUDGE OF THE
MUNICIPAL COURT**

WHEREAS, there are occasions when the Judge of the Municipal Court is temporarily unable to serve; and

WHEREAS, Section 77, Charter of the City of Abilene, provides for the appointment of Assistant Municipal Court Judges to act in the place of the Judge of the Municipal Court when the Judge of the Municipal Court is temporarily unable to act for any reason; and

WHEREAS, Chris M. Riley is a qualified and competent attorney, and has agreed to serve in the temporary absence of the Judge of the Municipal Court; and

WHEREAS, Chris M. Riley, having the same qualifications as the Judge of the Municipal Court, is recommended for appointment as an Assistant Municipal Judge, in accordance with the City Charter of the City of Abilene;

**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 hereby approves of the appointment of Chris M. Riley as an Assistant Municipal Court Judge and hereby authorizes the Mayor to appoint him for a term of two (2) years beginning November 1, 2025 and continuing through November 1, 2027.

PART 2: That Chris M. Riley shall be paid only for the actual time that he shall serve as Assistant Municipal Court Judge.

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

ADOPTED this day 9th of October, 2025.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

APPOINTMENT OF CHRIS RILEY AS AN ASSISTANT JUDGE OF THE ABILENE MUNICIPAL COURT

October 9, 2025





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials Bid #CB-2561 (*Max Johnson*)

GENERAL INFORMATION

Staff requests City Council to award bids, by resolution, for materials used in maintenance and rehabilitation of City infrastructure. Notices were published in the Abilene Reporter News on August 24 and August 31, 2025. Bids were opened on September 9, 2025. The accompanying table lists the individual materials bids, staff recommended bidder, and unit price bid. Two alternate bids, Hot Mix Type D, Delivered and Picked Up, are also being requested in cases where primary awardee (J.H. Strain and Sons) cannot provide requested material within two days notice.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the materials is available in the 2025/2026 general operating budget for Street Maintenance Fund.

STAFF RECOMMENDATION

It is recommended that the City Council award, by resolution, the bulk materials supply contracts as listed and recommended by the City Staff and to authorize the City Manager or his designee to execute all necessary documents related to these contracts.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution CB# 2561 - 10-2-2025 - 3
2. Tabsheet CB # 2561
3. PP_Resolution Award of Bid CB#-2561 - 10-2-2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BULK MATERIALS SUPPLY CONTRACTS TO VARIOUS VENDORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PURCHASES

WHEREAS, the City of Abilene is requesting the City Council award bids for materials used in the maintenance of infrastructure across the city; and

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, and opened bids on September 9, 2025; and

WHEREAS, the following table lists the individual materials bid, the staff recommended bidder, and unit price bid:

Limestone Rock Asphalt Type CC	Vulcan Const. Materials	\$ 136.18/Per Ton
Hot Mix Type D – Delivered	J. H. Strain & Sons Inc.	\$ 101.00/Per Ton
Hot Mix Type D – Picked Up	J. H. Strain & Sons Inc.	\$ 92.00/Per Ton
Hot Mix Type B – Delivered	J. H. Strain & Sons Inc.	\$ 99.00/Per Ton
Hot Mix Type B – Picked Up	J. H. Strain & Sons Inc.	\$ 90.00/Per Ton
A-1 Flexible Base – Delivered	Vulcan Const. Materials	\$ 18.27/Per Ton
A-1 Flexible Base – Picked Up	J. H. Strain & Sons Inc.	\$ 9.50/Per Ton
A-2 Flexible Base – Delivered	Vulcan Const. Materials	\$ 18.27/Per Ton
Bin 10 – Delivered	J. H. Strain & Sons Inc.	\$ 17.00/Per Ton
Type A, Grade 3 Rock – Delivered	Vulcan Const. Materials	\$ 37.52/Per Ton
Type A, Grade 6 Rock – Delivered	Vulcan Const. Materials	\$ 33.23/Per Ton
Type A, Grade 6 Rock – Picked Up	Vulcan Const. Materials	\$ 16.50/Per Ton
Portland Cement Type 1	BFS/Abilene Lumber	\$ 16.87/Per Sack
Class A Portland Cement, 5 Sack	Strong Ready Mix	\$ 172.50/Per Cu Yd
Class P Portland Concrete	Strong Ready Mix	\$ 197.50/Per Cu Yd
Flowable Fill Concrete	Strong Ready Mix	\$ 140.00/Per Cu Yd
Polymer Modified Crack Sealant	Crafco Inc.	\$ 0.58/ Per Pound
HPPM	Hall Brothers, Inc.	\$ 165.00/Per Ton
CBS-1	No Bids Received by Cut Off Date	
Cushion/Blow Sand	No Bids Received by Cut Off Date	
Masonry Sand	No Bids Received by Cut Off Date	

End of list; and

WHEREAS, staff recommends an alternate supply contract with Vulcan Construction Materials for the purchase of Hot Mix Type D – Delivered at the price of \$104.88 per ton and Hot Mix Type D – Picked Up at the price of \$95.19 when the primary cannot provide the same material within two days notice.

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

PART 1: That the City Council award the supply contracts and alternate supply contracts as listed above plus delivery cost for Limestone Rock Asphalt Type CC and to authorize the City Manager or designee to execute all necessary documents related to the contracts.

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

ADOPTED this 9th day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 2

DEPARTMENT: STREETS
BID NO.: CB-2561
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 9, 2025

VULCAN MATERIALS
ABILENE, TX

J.H. STRAIN & SONS, INC.
TYE, TX

GREEN DREAM
INTERNATIONAL
AUSTIN, TX

BFS / ABILENE LUMBER
ABILENE, TX

STRONG READY MIX
ABILENE, TX

CRAFCO INC.
CHANDLER, AZ

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	300	TON	*136.18											
2.	HOT MIX, TYPE D – DELIVERED	600	TON	**104.88		*101.00									
3.	HOT MIX, TYPE D – PICKED UP	1,200	TON	**95.19		*92.00									
4.	HOT MIX, TYPE B – DELIVERED	300	TON	103.88		*99.00									
5.	HOT MIX, TYPE B – PICKED UP	200	TON	94.19		*90.00									
6.	A-1 FLEX BASE – DELIVERED	16,000	TON	*18.27		18.50		23.10							
7.	A-1 FLEX BASE – PICKED UP	500	TON	10.75		*9.50		11.10							
8.	A-2 FLEX BASE – DELIVERED	900	TON	*18.27		18.50		23.10							
9.	BIN 10 – DELIVERED	300	TON	18.02		*17.00									
10.	TYPE A GRADE 3 ROCK – DELIVERED	150	TON	*37.52		55.00									
11.	TYPE A GRADE 6 ROCK – DELIVERED	1,000	TON	*33.23											
12.	TYPE A GRADE 6 ROCK – PICKED UP	100	TON	*16.50											
13.	PORTLAND CEMENT, TYPE I	500	SACK							*16.87					
14.	CLASS A PORTLAND CEMENT, 5-SACK	200	CY									*172.50			
15.	CLASS P CONCRETE	100	YD									*197.50			
16.	FLOWABLE FILL CONCRETE	30	YD									*140.00			
17.	POLYMER MODIFIED CRACK SEALANT	110,000	LBS											*0.58	
18.	HPPM	400	TONS			180.00									
19.	CBS-1	5,000	GAL												
20.	CUSHION/BLOW SAND	300	TONS												
21.	MASONRY SAND	25	TONS												
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

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

PAGE
2 OF 2

DEPARTMENT: STREETS
BID NO.: CB-2561
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 9, 2025

HALL BROTHERS, INC.
SPRINGTOWN, TX

AUSTIN ASPHALT INC.
COPELL, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	300	TON												
2.	HOT MIX, TYPE D – DELIVERED	600	TON												
3.	HOT MIX, TYPE D – PICKED UP	1,200	TON												
4.	HOT MIX, TYPE B – DELIVERED	300	TON												
5.	HOT MIX, TYPE B – PICKED UP	200	TON												
6.	A-1 FLEX BASE - DELIVERED	16,000	TON												
7.	A-1 FLEX BASE – PICKED UP	500	TON												
8.	A-2 FLEX BASE – DELIVERED	900	TON												
9.	BIN 10 - DELIVERED	300	TON												
10.	TYPE A GRADE 3 ROCK – DELIVERED	150	TON												
11.	TYPE A GRADE 6 ROCK - DELIVERED	1,000	TON												
12.	TYPE A GRADE 6 ROCK – PICKED UP	100	TON												
13.	PORTLAND CEMENT, TYPE I	500	SACK												
14.	CLASS A PORTLAND CEMENT, 5-SACK	200	CY												
15.	CLASS P CONCRETE	100	YD												
16.	FLOWABLE FILL CONCRETE	30	YD												
17.	POLYMER MODIFIED CRACK SEALANT	110,000	LBS												
18.	HPPM	400	TONS	*165.00		175.00									
19.	CBS-1	5,000	GAL												
20.	CUSHION/BLOW SAND	300	TONS												
21.	MASONRY SAND	25	TONS												
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Resolution Award of Bid Annual Street Services Division Materials Bid #CB-2561

Max Johnson





Contracted Material Cost – Item by Item (Page 1 of 3)

Item	Company	Unit Price
Limestone Rock Asphalt, Type CC	Vulcan Const. Materials	\$ 136.18/Per Ton
Hot Mix Type D-Delivered	J.H. Strain and Sons Inc.	\$ 101.00/Per Ton
Hot Mix Type D-Delivered (Alternate)	Vulcan Const. Materials	\$ 104.88/Per Ton
Hot Mix Type D-Picked Up	J.H. Strain and Sons Inc.	\$ 92.00/Per Ton
Hot Mix Type D-Picked Up (Alternate)	Vulcan Const. Materials	\$ 95.19/Per Ton
Hot Mix Type B-Delivered	J.H. Strain and Sons Inc.	\$ 99.00/Per Ton
Hot Mix Type B-Picked Up	J.H. Strain and Sons Inc.	\$ 90.00/Per Ton

Alternate – This contract will be used when J. H. Strain and Sons Inc. is unable to provide Hot Mix Type D-Delivered or Hot Mix Type D-Picked Up within 2 days notice from the city.





Contracted Material Cost – Item by Item (Page 2 of 3)

<u>Item</u>	<u>Company</u>	<u>Unit Price</u>
A-1 Flexible Base-Delivered	Vulcan Const. Materials	\$ 18.27/Per Ton
A-1 Flexible Base-Picked Up	J.H. Strain and Sons Inc.	\$ 9.50/Per Ton
A-2 Flexible Base-Delivered	Vulcan Const. Materials	\$ 18.27/Per Ton
Bin 10-Delivered	J.H. Strain and Sons Inc	\$ 17.00/Per Ton
Type A, Grade 3 Rock-Delivered	Vulcan Const. Materials	\$ 37.52/Per Ton
Type A, Grade 6 Rock-Delivered	Vulcan Const. Materials	\$ 33.23/Per Ton
Type A, Grade 6 Rock-Picked Up	J.H. Strain and Sons Inc.	\$ 16.50/Per Ton





Contracted Material Cost – Item by Item (Page 3 of 3)

Item	Company	Unit Price
Portland Cement Type I	BFS/Abilene Lumber	\$ 16.87/Per Sack
Class A Portland Cement, 5 Sack	Strong Ready Mix	\$ 172.50/Per Cu Yd
Class P Portland Concrete	Strong Ready Mix	\$ 197.50/Per Yd
Flowable Fill Concrete	Strong Ready Mix	\$ 140.00/Per Yd
Polymer Modified Crack Sealant	Crafco Inc.	\$ 0.58/Per Pound
HPPM	Hall Brothers, Inc.	\$ 165.00/Per Ton
CBS-1	No Bids Received by Cut Off Date	
Cushion/Blow Sand	No Bids Received by Cut Off Date	
Masonry Sand	No Bids Received by Cut Off Date	





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Marjorie Knight, Director of Finance

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2026 Budget (Marjorie Knight)

GENERAL INFORMATION

On September 22, 2025, the Abilene Convention Center Hotel Development Corporation (ACCHDC) Board approved its FY 2026 budget. Per the ACCHDC's bylaws, the budget is not effective until it has also been approved by the City Council. The ACCHDC, a discretely presented component unit of the City, was established to develop and finance a downtown hotel within 1,000 feet of the Abilene Convention Center to promote tourism and economic development. The downtown hotel is operated as the DoubleTree by Hilton Abilene Downtown Convention Center under a management agreement with Hilton, through its subsidiary Doubletree Management LLC.

The budget is presented on a GAAP basis and combines Hilton's hotel operating budget with an administrative budget that includes debt service, depreciation, and other non-operating costs. Hilton operates on a calendar year and is not required to submit its budget to the ACCHDC until November 1. Because the ACCHDC fiscal year begins October 1, Hilton provided a preliminary draft budget so that the Board could adopt a budget before the start of the fiscal year. Adjustments are expected once Hilton's final budget is submitted in November and staff will return to Council with any required revisions.

Preliminary figures reflect \$15.99 million in operating revenues, \$14.51 million in operating expenses, and \$1.48 million in net operating income. Non-operating expenses total \$1.99 million, primarily bond interest. After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2026 debt service, with a surplus of \$119,457.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City's FY 2026 budget provides for a \$1 million contingency loan within the Downtown Hotel Operating Fund to be utilized if ACCHDC's hotel revenues are insufficient to meet debt service obligations. Based on ACCHDC's preliminary budget, operating revenues are projected to be adequate to cover debt service in FY 2026, and City assistance is not anticipated. Additionally, ACCHDC met its October 2025 debt service payment without support from the City.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Abilene Convention Center Hotel Development Corporation's Budget.

BOARD OR COMMISSION RECOMMENDATION

The Abilene Convention Center Hotel Development Corporation's Board approved the budget on September 22, 2025.

ATTACHMENTS:

1. Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2026 Budget
2. Exhibit A- ACCHDC FY 2026 Budget - 09-22-2025
3. Presentation - ACCHDC FY 2026 Budget Preliminary

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT
CORPORATION FY 2026 BUDGET.**

WHEREAS, the Abilene Convention Center Hotel Development Corporation board of directors approved their FY 2026 Budget at their September 22, 2025, board meeting; and

WHEREAS, the bylaws of the Abilene Convention Center Hotel Development Corporation require the budget to be approved by the City Council of the City of Abilene, Texas; and

WHEREAS, attached as Exhibit A is the FY 2026 Budget of the Abilene Convention Center Hotel Development Corporation.

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

Part 1: The City Council of the City of Abilene, Texas has approved the budget of the Abilene Convention Center Hotel Development Corporation for FY 2026.

ADOPTED this 9th day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Convention Center Hotel Development Corporation
Proposed Budget
Fiscal Year ended September 30, 2026
with comparative totals for Fiscal Years ended September 30, 2025 and 2024

	2024	2025		2026
	Actual	Adopted Budget	Projected	Proposed Budget
REVENUES				
Operating:				
Rooms	\$ 7,257,251	\$ 8,151,809	\$ 9,782,251	\$ 9,718,796
Food and beverage	3,376,623	4,319,657	3,402,140	5,578,835
Other departments and services	248,777	541,128	656,446	692,113
Total Operating Revenues	10,882,651	13,012,594	13,840,837	15,989,744
EXPENSES				
Operating:				
Rooms	2,226,160	2,147,565	2,176,752	2,135,164
Food and beverage	2,883,673	3,374,134	2,610,296	4,002,831
Other departments and services	156,552	370,971	464,226	404,731
General and administrative	1,597,149	1,565,425	1,399,542	1,790,800
Information and telecommunications	284,790	264,319	285,453	267,026
Sales and marketing	1,675,619	1,917,083	2,076,404	2,218,853
Property operations and maintenance	571,743	633,178	682,976	614,532
Management fees	217,652	308,226	330,791	479,692
Utilities	408,658	468,948	435,034	504,704
Pre-opening expense	6,796	-	-	-
Depreciation	2,068,074	2,080,047	2,089,479	2,090,336
Total Operating Expenses	12,096,866	13,129,896	12,550,953	14,508,668
OPERATING INCOME (LOSS)	(1,214,215)	(117,302)	1,289,884	1,481,076
NON-OPERATING REVENUES AND (EXPENSES):				
Investment earnings	278,996	216,000	222,906	216,000
Contributions and donations	-	-	950,000	-
Miscellaneous revenue	18,901	-	15,975	-
Other non-operating expense	(630,097)	(439,476)	(435,077)	(445,564)
Contribution to City	(886,195)	-	-	-
Interest and fee expense	(1,787,632)	(1,774,784)	(1,774,784)	(1,760,783)
Total Non-Operating Revenue and (Expenses)	(3,006,027)	(1,998,260)	(1,020,980)	(1,990,347)
CHANGE IN NET POSITION	(4,220,242)	(2,115,563)	268,904	(509,271)
NET POSITION, BEGINNING OF YEAR	(475,053)	(4,685,011)	(4,695,295)	(4,426,391)
NET POSITION, END OF YEAR	\$ (4,695,295)	\$ (6,800,574)	\$ (4,426,391)	\$ (4,935,662)
AVAILABLE FOR DEBT SERVICE				
Operating income (loss)		\$ (117,302)	\$ 1,289,884	\$ 1,481,076
Add back depreciation		2,080,047	2,089,479	2,090,336
Less Transfers to Main Operating ¹		(236,871)	(249,187)	(208,990)
Less Senior FF&E Fund ²		(260,252)	(246,354)	(440,741)
Less Administrative Expense Fund ²		(125,000)	(125,000)	(127,500)
Less Senior Asset Management Fee Fund ²		(65,063)	(69,204)	(79,949)
Net Available for Debt Service		\$ 1,275,559	\$ 2,689,618	\$ 2,714,232
UPCOMING DEBT SERVICE REQUIREMENTS⁴				
Debt service due 04-01-2025 / 2026		\$ 933,825	\$ 933,825	\$ 922,388
Debt service due 10-01-2025 / 2026		1,663,825	1,663,825	1,672,388
Net Upcoming Debt Service Requirements		\$ 2,597,650	\$ 2,597,650	\$ 2,594,775
Surplus (Deficit) in funding upcoming debt service requirements		\$ (1,322,091)	\$ 91,968 ⁴	\$ 119,457 ⁵

¹Transfers to Main Operating are to maintain working capital requirements and non-operating expenses paid directly by Hilton which include insurance, taxes, and leases.

²Per Trust Indenture, monthly flow of funds from Hotel is distributed in this order: (1) fund Senior FF&E Fund at 2% of operating revenues, (2) Administrative Expense Fund adjusted annually for inflation, and (3) fund Senior Asset Management Fund at .5% of operating revenues before flowing to Debt Service Funds. Distributions must also cover any accrued unpaid deposits from prior months.

³The Corporation's fiscal year runs October - September. Due to the timing of the October debt service payment falling on the first day of the fiscal year, funds for the October payment must be planned for and set aside in the prior fiscal year. The City provided a loan to the Corporation in FY 2024 to fund the October 2024 debt service payment.

⁴The City committed to a loan to fund the April 2025 and October 2025 debt service payments in their 2025 budget, if needed. The City loaned \$711,728 for the April 2025 loan payment. As of July 31, 2025 the Corporation has \$1,241,939 on deposit for the October 2025 debt service payment, with \$421,885 remaining to fund.

It is anticipated the Corporation may be able to make this payment without the City's assistance, however, the City does have funding set aside if another loan is required.

⁵The City of Abilene's proposed 2026 budget includes \$1 million as a contingency loan for the Corporation if further assistance is required for debt service.

Abilene Convention Center Hotel Development Corporation
Consolidated Budget
Fiscal Year ended September 30, 2026

	2026		
	<u>Hilton</u>	<u>Corporation</u>	<u>Consolidated</u>
REVENUES			
Operating:			
Rooms	\$ 9,718,796	\$ -	\$ 9,718,796
Food and beverage	5,578,835	-	5,578,835
Other departments and services	692,113	-	692,113
Total Operating Revenues	<u>15,989,744</u>	<u>-</u>	<u>15,989,744</u>
EXPENSES			
Operating:			
Rooms	2,135,164	-	2,135,164
Food and beverage	4,002,831	-	4,002,831
Other departments and services	404,731	-	404,731
General and administrative	1,790,800	-	1,790,800
Information and telecommunications	267,026	-	267,026
Sales and marketing	2,218,853	-	2,218,853
Property operations and maintenance	614,532	-	614,532
Management fees	479,692	-	479,692
Utilities	504,704	-	504,704
Depreciation	-	2,090,336	2,090,336
Total Operating Expenses	<u>12,418,332</u>	<u>2,090,336</u>	<u>14,508,668</u>
OPERATING INCOME (LOSS)	<u>3,571,412</u>	<u>(2,090,336)</u>	<u>1,481,076</u>
NON-OPERATING REVENUES AND (EXPENSES):			
Investment earnings	-	216,000	216,000
Other non-operating expense	(208,990)	(236,573)	(445,564)
Interest and fee expense	-	(1,760,783)	(1,760,783)
Total Non-Operating Revenue and (Expenses)	<u>(208,990)</u>	<u>(1,781,357)</u>	<u>(1,990,347)</u>
CHANGE IN NET POSITION	<u>\$ 3,362,421</u>	<u>\$ (3,871,693)</u>	<u>\$ (509,271)</u>

Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2026 Budget





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Budget

- In accordance with the ACCHDC's bylaws, their budget must be approved by City Council
- The ACCHDC operates as the DoubleTree by Hilton Abilene Downtown Convention Center.
- This is a preliminary budget. Hilton will submit its final calendar year 2026 budget in November, and staff will return to Council with any required revisions





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Budget

- Preliminary figures reflect \$15.99 million in operating revenues, \$14.51 million in operating expenses, and \$1.48 million in net operating income.
- Non-operating expenses total \$1.99 million, primarily bond interest.
- After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2026 debt service, with a surplus of \$119,457.





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Julee Hammer, Library Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Renewal of a Lease Agreement with Partners Mall Abilene, LLC for the South Branch Library (Julee Hammer)

GENERAL INFORMATION

On August 21, 2015, the City of Abilene entered into a lease agreement with the Mall of Abilene for the South Branch library. The current term of the lease expires on March 31, 2026, but Abilene must elect now whether to extend the term of the lease. Abilene desires to extend the term of the lease for an additional five (5) year period.

The lease fee will be \$12,083.33 per month, or \$145,000 per year. The total lease payment will be \$725,000 for 5 years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$145,000 for the South Branch Library lease is approved in the FY2026 budget.

STAFF RECOMMENDATION

Staff recommends extension of the South Branch library lease for an additional five (5) year period.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Resolution South Branch Library lease extention
2. Abilene Public Library, South Branch Lease
3. Presentation - Lease Renewal with Mall of Abilene for South Branch

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT EXTENDING
THE TERM OF THE SOUTH BRANCH LIBRARY LEASE WITH THE MALL OF ABILENE**

WHEREAS, On August 21, 2015, the City of Abilene entered into a lease agreement with the Mall of Abilene for the South Branch library; and

WHEREAS, the current term of the lease expires on March 31, 2026, but Abilene must elect now whether to extend the term of the lease; and

WHEREAS, the City Council desires to extend the term of the South Branch Library lease for an additional five (5) year period; and

WHEREAS, the lease fee will be \$12,083.33 per month, or \$145,000 per year, and the total lease payment will be \$725,000 for 5 years.

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

Part 1: That the City Council authorizes the City Manager to enter into an agreement to extend the term of the South Branch Library lease for an additional five (5) year term.

Part 2: That the City Council approves the lease payment of \$12,083.33 per month, or \$145,000 per year, and that the total lease payment will be \$725,000 for 5 years.

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

ADOPTED this 9th day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

STANDARD FORM OF LEASE

MALL OF ABILENE

Abilene Mall, LLC
Landlord

City of Abilene
Tenant

Abilene Public Library - South Branch
Trade Name

LEASE INDEX

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Expiration Date
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INDENTURE OF LEASE

This Lease, executed as of the 21st day of August, 2015, by and between ABILENE MALL, LLC, a Michigan limited liability company ("Landlord"), and CITY OF ABILENE, a municipal corporation ("Tenant").

REFERENCE PROVISIONS

In addition to other provisions that are defined elsewhere in this Lease, the following references define terms used in this Lease:

- 1.01 **Trade Name:** Abilene Public Library - South Branch
- 1.02 **Premises:** Space No. 1246, containing approximately 20,432 square feet of floor area
- 1.03 **Shopping Center Name and Address:** Mall of Abilene
4310 Buffalo Gap Road
Abilene, TX 79606
- 1.04 **Commencement Date:** The earlier of: (a) the date Tenant opens for business in the Premises, or (b) 150 days following the last to occur of the following (i) this Lease is fully executed and delivered, (ii) Landlord makes the Premises available to Tenant in compliance with all applicable laws, including those relating to the Americans with Disabilities Act and Hazardous Materials, (iii) Landlord has completed all abatement work of any Hazardous Substances in the Premises, and (iv) provided that Tenant submits Tenant's Plans to Landlord as and when required hereunder, all approvals, permits and variances and all governmental or quasigovernmental authorities and third parties (whether private or public) having approval authority pursuant to law, contract or otherwise have been obtained.
- 1.05 **Expiration Date:** Ten (10) years plus any partial month following the Commencement Date
- 1.06 **Construction Completion Date:** The day immediately prior to the Commencement Date
- 1.07 **Gross Annual Rent:**
- | | | |
|--|------------------------|-----------------------|
| Commencement Date - 60th full calendar month of the Term | \$135,000.00 per annum | \$11,250.00 per month |
| 61st full calendar month of the Term - 120th full calendar month of the Term | \$140,000.00 per annum | \$11,666.67 per month |
| Option Period 1 | \$145,000.00 per annum | \$12,083.33 per month |
| Option Period 2 | \$150,000.00 per annum | \$12,500.00 per month |
- 1.08 **Permitted Use:** Tenant shall use the Premises for the following purpose, and for no other purpose whatsoever: For the operation of the South Branch of the public library.
- 1.09 **Operating Costs:** Included in Gross Annual Rent and as set forth in Article 4
- 1.10 **Taxes:** Included in Gross Annual Rent and as set forth in Article 5
- 1.11 **Insurance Charge:** None
- 1.12 **Marketing Service Charge:** Included in Gross Annual Rent and as set forth in Article 11
- 1.13 **Advertising and Promotion Service Charge:** Included in Gross Annual Rent and as set forth in Article 11
- 1.14 **Security Deposit:** None
- 1.15 **Address for Notices:**
- | | |
|-----------------|---|
| To Landlord: | Gregory Greenfield & Associates, Ltd.
124 Johnson Ferry Road, NE
Atlanta, GA 30328
Attn: Asset Manager/Mall of Abilene |
| with a copy to: | Jones Lang LaSalle
3344 Peachtree Road NE, Suite 1200
Atlanta, GA 30326
Attn: Counsel/Mall of Abilene |
| To Tenant: | City of Abilene
555 Walnut St.
P.O. Box 60
Abilene, TX 79604 |

1.16 Address for Sending Rent Payments to Landlord:

Mall of Abilene
P.O. Box 932310
Atlanta, GA 30384-2310

1.17 Address for Sending Billing Statements to Tenant:

City of Abilene
555 Walnut St.
P.O. Box 60
Abilene, TX 79604

1.18 Lease Documents: In addition to the Indenture of Lease and the Lease Agreement, the following are attached to the Lease and are hereby incorporated and made a part of the Lease:

EXHIBITS

- ☒ Exhibit "A" Premises
☒ Exhibit "C" Rules and Regulations

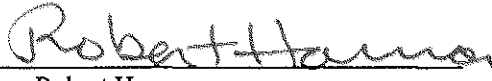
1.19 Tenant Inducement: Landlord shall pay to Tenant, upon the terms and conditions below, the amount of \$150,000.00 (the "Tenant Inducement") in consideration for Tenant entering into this Lease. Landlord shall pay the Tenant Inducement to Tenant within 30 days after Tenant has commenced Tenant's Work. Following completion of Tenant's Work, Tenant shall deliver to Landlord original final lien waivers and releases (in such form as reasonably acceptable to Landlord) properly executed by all third party general contractors and/or subcontractors that performed Tenant's Work.

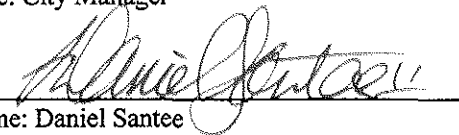
IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

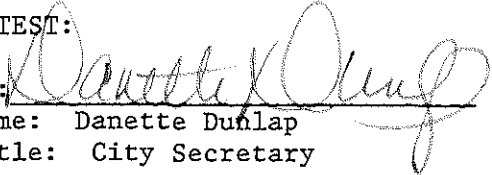
LANDLORD: ABILENE MALL LLC, a Michigan limited liability company

By: 
Gregory R. Greenfield
Authorized Signer

TENANT: CITY OF ABILENE, a municipal corporation

By: 
Name: Robert Hanna
Title: City Manager

By: 
Name: Daniel Santee
Title: City Attorney

ATTEST:
By: 
Name: Danette Dunlap
Title: City Secretary

LEASE AGREEMENT

ARTICLE 1 PREMISES AND TERM

Section 1.01 Premises. Tenant hereby rents from Landlord the Premises described in the Indenture of Lease and located approximately as indicated on Exhibit A (the "Premises"), erected as part of a shopping center described in the Indenture of Lease and includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time (the "Center"). Landlord's determination of the Premises floor area will be deemed presumptively correct.

Section 1.02 Term.

(a) The term of this Lease (the "Term") will commence on the Commencement Date and end on the Expiration Date unless sooner terminated as provided in this Lease. Tenant agrees that the failure of Landlord to deliver possession of the Premises by the time provided herein will not give rise to any claim for damages by Tenant against Landlord or permit Tenant to rescind or terminate this Lease. If Landlord has not delivered possession of the Premises within 12 months from the date of this Lease, then either party will have the right to terminate this Lease upon written notice to the other, and thereafter neither party will have any liability to the other. If the Term has not commenced for any reason, including without limitation Unavoidable Delays, within 24 months from the date of this Lease, then this Lease will terminate automatically without further act or notice of either Landlord or Tenant. Upon written request by Landlord or Tenant, the parties agree to execute an instrument certifying the Commencement Date and Expiration Date of this Lease.

(b) Provided that Tenant is not then in default under this Lease at the time of exercise of the respective options, Tenant shall have 2 additional options to extend the term of the Lease for periods of 5 years each ("Option Period 1" and "Option Period 2"). Each of the options must be exercised, if at all, not later than 6 months prior to the Expiration Date set forth in the Indenture of Lease or Option Period 1, as applicable, by written notice delivered to Landlord, TIME BEING OF THE ESSENCE. If Tenant fails to exercise either option in strict accordance with the provisions of this paragraph, the option and any subsequent option(s) will expire and the term of this Lease will terminate on the Expiration Date or Option Period 1, as applicable. If Tenant exercises either option, then all terms and conditions of this Lease shall continue to apply through the applicable option period except that Gross Annual Rent will be adjusted as set forth in Indenture of Lease of this Lease. Tenant shall have no additional options to extend or renew, except as set forth herein.

ARTICLE 2 RENT

Section 2.01 Gross Annual Rent. Tenant shall pay the Gross Annual Rent set forth in the Indenture of Lease in advance, equal monthly installments on or before the first day of each month during the Term, without notice, demand, setoff or deduction. If the Commencement Date is other than the first day of a month, Tenant shall pay on the Commencement Date a partial Gross Annual Rent payment for such first fractional month, prorated on a per diem basis, and thereafter Gross Annual Rent payments will be made not later than the first day of each calendar month. Notwithstanding anything in this Lease to the contrary, payment by Tenant of the Gross Annual Rent shall satisfy and discharge in full Tenant's obligation to pay all of the following: (i) Tenant's share of Operating Costs pursuant to Section 4.03 of the Lease; (ii) Tenant's share of Taxes pursuant to Section 5.02 of the Lease; (iii) the Insurance Charge pursuant to Section 6.08; (iv) the Marketing Service Charge pursuant to Section 11.01 of the Lease; (v) the Advertising and Promotional Service Charge pursuant to Section 11.01 of the Lease; and (vi) water, sewer and trash services. Landlord may make such allocation of the Gross Annual Rent to and among the foregoing and other rents as Landlord may from time to time determine to be appropriate.

Section 2.02 Lease Year. "Lease Year" means the period from January 1 through December 31 of each year. "Partial Lease Year" means that portion of the Term prior to the first full Lease Year or following the last full Lease Year of the Term.

Section 2.03 Late Charges. If Tenant fails to pay any sums required under this Lease within 10 days after the date the same becomes due, then Tenant shall pay to Landlord a late charge equal to the lesser of (a) the maximum rate permitted by applicable law or (b) the greater of \$250 or 2 cents per each dollar overdue. Acceptance of the late charge will not constitute a waiver of Tenant's default relating to such nonpayment by Tenant nor will it prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease or at law. In addition, all past due sums will bear interest at the Default Rate. The "Default Rate" means the lesser of (a) the maximum rate permitted by applicable law or (b) the rate of 4 percentage points over the Prime Rate. "Prime Rate" means the "Prime Rate" of interest published in the "Money Rates" column of The Wall Street Journal on the first business day of each month, or a reasonably comparable substitute reasonably identified by Landlord. If any check tendered by Tenant to Landlord is not honored on initial presentation, Tenant shall pay Landlord the greater of \$50 or the amount Landlord's bank charges Landlord for processing such returned check.

ARTICLE 3 CONDITION AND REMODELING

Section 3.01 Condition of Premises. Except as set forth herein, Tenant agrees to accept the Premises in "AS IS" condition as existing on delivery of possession to Tenant, and agrees that Landlord has made no representations or

warranties as to the condition of the Premises. Landlord represents and warrants that as of the date that Landlord makes the Premises available to Tenant for the commencement of Tenant's Work, the Premises will be in compliance with all applicable laws, rules and regulations, including but not limited to, laws related to the Americans with Disabilities Act and Hazardous Materials, and Landlord shall perform the following work in the Premises: fill in the demising wall that currently passes through to Landlord's storage area and replace the existing 25-ton HVAC unit serving the Premises with a new unit. Except as set forth above, by taking possession of the Premises, Tenant acknowledges and agrees that: (a) it has had the opportunity to inspect the Premises; (b) Tenant accepts the Premises "AS IS" and "WITH ALL FAULTS"; and (c) Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises (including, but not limited to, habitability or fitness for a particular purpose of the Premises). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

Section 3.02 Tenant's Work. Tenant shall install new or like new fixtures and shelving in the Premises and otherwise remodel the Premises as Tenant desires in accordance with the criteria, procedures and schedules set forth in this Lease. "Tenant's Work" means all work required to be performed in the Premises under this Section and all other alterations to the Premises made by Tenant pursuant to this Lease. Tenant's Work will be at Tenant's sole cost, comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements and be performed in a first-class and workmanlike manner, incorporating only new materials. Tenant shall commence Tenant's Work promptly after Landlord has turned over possession of the Premises to Tenant, and complete Tenant's Work no later than the Construction Completion Date.

Section 3.03 Plans and Specifications. On or before the 60th day following full execution of this Lease, Tenant shall submit to Landlord for approval a written description of Tenant's Work, material samples and sign plans ("Tenant's Plans"), which will be prepared in conformity with the requirements of this Lease, provided that Tenant shall provide plans and specifications to Landlord for review if Tenant intends to alter the exterior storefront of the Premises. Within 20 days following receipt of Tenant's Plans, Landlord will notify Tenant of any changes reasonably required by Landlord. Promptly following receipt of Landlord's notice, Tenant shall revise Tenant's Plans to incorporate Landlord's required changes and will deliver the revised plans to Landlord within 20 days following receipt of Landlord's notice. If Landlord requires further changes to Tenant's Plans, Tenant will similarly revise and resubmit them to Landlord within an additional period of 20 days. Approval of Tenant's Plans will not constitute an assumption of responsibility by Landlord for their accuracy, sufficiency or compliance with any applicable governmental laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements. Tenant may not begin any work in the Premises until Tenant receives Landlord's written approval of Tenant's Plans which approval shall not be unduly delayed.

Section 3.04 General Requirements. In performing Tenant's Work, Tenant shall comply with the following requirements:

(a) The parties acknowledge that Tenant intends to perform Tenant's Work itself, and in such event, Landlord acknowledges that Tenant is a self-insured entity and shall only be required to provide the Supplemental Policy described in Section 6.01 below before commencing Tenant's Work. In the event that Tenant causes any third party contractor to perform Tenant's Work, Tenant may not permit its contractors to commence any work until such contractors provide the following and shall cause its contractors to maintain during the period of construction and fixturing work within the Premises the following: (i) "All Risk" Builder's Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed at the Premises in a form and from companies reasonably acceptable to Landlord; (ii) Commercial General Liability Insurance with minimum limits with respect to bodily injury or death and property damage of \$5,000,000 per occurrence and general aggregate naming Landlord, Landlord's managing agent and Landlord's lender as additional insureds in a form and from companies reasonably acceptable to Landlord; and (iii) payment and performance bonds or other security satisfactory to Landlord for the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.

(b) Tenant shall perform Tenant's Work in a manner so as to avoid any labor dispute which is likely to cause stoppage or impairment of work or delivery service or any other services in the Center. In the event there is any such stoppage or impairment as the result of any labor dispute, Tenant shall take all actions reasonably necessary to eliminate the dispute, including without limitation removing the disputants from the job site until the dispute is over.

(c) All utility charges in connection with Tenant's Work will be at Tenant's expense. Tenant's Work will comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant shall obtain at its expense all permits and pay all fees required by public authorities or utility companies in connection with Tenant's Work.

(d) Tenant shall maintain the Premises in a clean and orderly condition during construction and shall keep the Common Areas free of Tenant's or its contractors' trash and personal property. Tenant shall remove on a daily basis all unused construction materials, equipment shipping containers, packaging, debris and waste from the Center and deposit them in receptacles provided by Landlord (or, at Landlord's option, in receptacles provided by Tenant and placed in a location designated by Landlord) or otherwise remove them from the Center.

(e) Tenant will not be permitted to open the Premises for business until all of the following are completed: (i) the satisfactory completion by Tenant of all of Tenant's Work; (ii) the issuance of a Certificate of Occupancy by the

applicable governmental agency in the municipality where the Center is located; and (iii) Tenant's Work is complete and the Premises are constructed in accordance with Tenant's Plans.

(f) Landlord will have the right to enter the Premises during construction and take such steps Landlord reasonably deems necessary for the protection of the Center and any adjacent premises. Landlord will have the right to perform any portion of Tenant's Work at Tenant's cost that Landlord reasonably determines should be performed immediately and on an emergency basis to protect the safety of persons and the physical integrity of the Center.

(g) INTENTIONALLY OMITTED.

(h) Tenant shall coordinate Tenant's Work with all work being performed by Landlord or other occupants of the Center so that Tenant's Work will not interfere with the operation of the Center or interfere with or delay the completion of other work in the Center. Tenant shall comply with, and shall cause its contractors and subcontractors to comply with, all reasonable rules and regulations of the Center, including without limitation construction procedures and regulations.

(i) Except as specifically provided in this Lease, Tenant shall not be required to pay any so-called construction chargebacks or any other charges for construction work performed by Landlord to the Premises for the benefit of Tenant. The following, whether or not deemed construction chargebacks, will not be waived: sprinkler shut down fees; any revisions to Landlord's systems (e.g., HVAC, mechanical, electrical) necessary to accommodate Tenant's design, in cases where Tenant's store design standards require revisions to such systems; reimbursements to Landlord for roof penetrations performed by Landlord's roofing contractor in connection with Tenant's Work; costs incurred by Landlord for the installation and maintenance of any smoke detection or evacuation system or other life safety system in the Center, including air balancing in the Premises and elsewhere in the Center; charges for utilities consumed by Tenant during Tenant's construction and prior to the date Tenant contracts directly for utility services; charges for trash removal during construction of the Premises.

(j) Within 30 days following completion of Tenant's Work or any subsequent Tenant improvements, Tenant shall deliver to Landlord (i) all certificates and other approvals with respect to Tenant's Work that may be required from any governmental authority and any board of underwriter's or similar body for the use and occupancy of the Premises, including without limitation the underwriter's approval of Tenant's sprinkler installation, if necessary; and (ii) an original executed final lien waiver and release of mechanics' liens for the Premises, executed by Tenant's general contractor and by every subcontractor and supplier of labor and materials engaged in Tenant's Work supplying labor or materials indicating that all amounts due to such parties have been paid in full. The above notwithstanding, Tenant shall only be required to obtain such waiver and releases for those parties supplying material or labor in the amount of \$2,500 or more; provided, however, such amounts do not exceed \$20,000 in the aggregate (otherwise Tenant must supply such waivers and releases).

Section 3.05 Alterations. Tenant may make alterations to the Premises subject to the limitations set forth in this Lease. All alterations will be at Tenant's expense and may not reduce the value of the Premises. Tenant shall not perform any of the following alterations to the Premises without obtaining Landlord's prior written consent: (a) any alterations costing in excess of \$10 multiplied times the number of square feet of floor area in the Premises; (b) any alterations involving structural alterations or additions; (c) any alterations affecting the exterior storefront, signs, graphics, mechanical system, exterior walls, floors, ceilings or the roof of the Premises; (d) any alterations that erect or increase the size of an existing mezzanine; and (e) any alterations that require or result in any penetration into or through the roof or the floor of the Premises. Tenant shall give Landlord at least 15 days prior written notice before starting any alterations to the Premises, whether or not Landlord's consent is required by this Lease.

Section 3.06 Signs; Displays. Tenant may place such signs on the interior of the Premises as Tenant desires. In addition, Tenant may place such exterior signs on the Premises as comply with the provisions of this Section 3.08 and such ancillary small signs related to Library operations as Tenant may desire, such as hours of operation or book drop, etc. All exterior signs will comply with City of Abilene Ordinance and the rights of Major Tenants and will consist of exterior building mounted and monument signage. Exterior signage will be approved by Landlord provided signage is in compliance with code and conveys location and purpose of the Library facility. Landlord will not refuse reasonable exterior signage requests provided they comply with the provisions set forth above.

Section 3.07 Construction Liens.

(a) Tenant may not cause, suffer or permit, and shall have no authority to create, any liens for labor or materials on the interest of either the Landlord or of the lessor under any ground lease in the Premises or the Center. Notwithstanding anything in this Lease, the interest of Landlord shall not be subject to liens for improvements made by the Tenant. All other persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Premises, and all materialmen, contractors, subcontractors, mechanics and laborers are charged with notice that they must look only to the Tenant and to the Tenant's interest in the Premises to secure payment of any bill for work done or materials furnished at the request or instruction of Tenant. Nothing in this Lease shall be construed as in any way constituting a consent, request or requirement by Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon, or to any part thereof. Notwithstanding anything in this Lease, or in any other writing signed by Landlord to the contrary, neither this Lease nor any other writing by Landlord shall be construed as evidencing, indicating, or causing an appearance that any erection, construction, alteration or repair to be done, or caused to be done, by Tenant was in fact for the immediate use and benefit of Landlord. Neither the requirement in this Lease that the Tenant perform certain construction work in the Premises nor Landlord's participation in the plan review

and approval process should be deemed to make the Tenant an agent of Landlord for any purpose, including without limitation, in carrying out the construction work required by this Lease. Any such construction work will be done exclusively for the benefit of the Tenant, is not performed for or on behalf of Landlord, and Landlord receives no benefit from such work. When a new tenant acquires possession of the Premises, such new tenant will be required to make improvements to the Premises that will suit the particular needs of the new tenant.

(b) Tenant agrees that it will not enter into any contract for construction work to the Premises unless the following language is included in such contract: "Notwithstanding anything herein to the contrary, the contractor acknowledges that Tenant holds only a leasehold interest in the property which is the subject matter of this contract. Tenant is not the agent of the owner of the property, and no lien resulting from work performed under this contract will attach to the interest of such owner." Landlord and its representatives shall have the right to go upon and inspect the Premises at all reasonable times at their own risk and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices that Landlord may deem to be proper for the protection of Landlord's interest in the Premises and the Center.

(c) If a lien is filed, Tenant shall notify Landlord in writing within 5 days of Tenant's receiving notice of such lien. Tenant may contest the lien in good faith, but even if Tenant contests the lien, within 10 days after the lien is filed, Tenant shall have the lien released of record by payment, bond, court order, or otherwise. If Tenant fails to release of record any such lien within the above period, at its option Landlord may pay the claim or post a bond. Any payments, costs and expenses, including without limitation reasonable attorney's fees and expenses incurred by Landlord will be paid by Tenant to Landlord within 30 days of billing, together with interest at the Default Rate from the dates such amounts are incurred.

ARTICLE 4 COMMON AREAS

Section 4.01 Common Areas. "Common Areas" means all areas, access roads, facilities, improvements, fixtures and equipment in or near the Center which are now or hereafter made available by Landlord for the general use in common of tenants and their customers, including without limitation customer and employee parking areas and facilities, driveways, sidewalks, loading docks and areas, delivery areas, parking decks (if any), malls, elevators, escalators, landscaped areas, lighting facilities, sanitary systems and utility lines. Except as otherwise provided in this Lease, Tenant and its employees and invitees will have the nonexclusive right to use the Common Areas during the Term. All Common Areas will be subject to the exclusive control of Landlord. Landlord may close temporarily any Common Areas during days the Center is not open for business, or on such other days to make repairs or changes, to prevent the accrual of rights to any person or the public or for other reasonable purposes. Landlord shall operate and maintain the Common Areas in good order and condition consistent with similar shopping centers in the geographic region in which the Center is located. Landlord shall have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays, seating, planters and other improvements in the Common Areas, and to convert the Common Areas to retail areas.

Section 4.02 Operating Costs. "Operating Costs" means all reasonable costs paid or incurred to operate, manage, maintain, repair and replace the Common Areas and the Center.

Section 4.03 Tenant's Share of Operating Costs. Included in Gross Annual Rent.

Section 4.04 Major Tenant. "Major Tenant" means any store containing at least 15,000 square feet of floor area.

ARTICLE 5 TAXES

Section 5.01 Taxes Defined. "Taxes" means all real property taxes and assessments levied or assessed upon the land, buildings and improvements to the Center.

Section 5.02 Tenant's Share of Taxes. Included in Gross Annual Rent.

Section 5.03 Taxes on Tenant's Property. Tenant shall be responsible for and shall pay, before same becomes delinquent, all federal, state, county and municipal taxes assessed against any leasehold interest or personal property of any kind owned by or placed in, on or about the Premises by Tenant during the term, and all taxes on trade fixtures, inventory, and merchandise, and all sales, excise and other taxes on Tenant's business shall be paid entirely by Tenant.

ARTICLE 6 INSURANCE, SUBROGATION AND INDEMNITY

Section 6.01 Tenant's Insurance. Landlord acknowledges that Tenant is a self-insured entity. Tenant shall self-insure, up to the limits of liability set forth in the Texas Tort Claims Act, against loss of life, personal injury and/or property damage with respect to the Premises and the business operated by Tenant. Further, said self-insurance shall cover all personal property, trade fixtures, inventory and merchandise owned by or placed in or about the Premises by Tenant, as well as breakage of glass owned by Landlord. A letter of self insurance will be provided upon request.

Section 6.02 Increased Premiums. Tenant may not do or authorize to be done anything that will violate the provisions of Landlord's insurance policies or prevent Landlord from procuring policies in amounts and companies reasonably selected by Landlord. Tenant shall not be required to pay any increase in rates of insurance carried by Landlord attributable to Tenant's operation of a business for the Permitted Use set forth in the Indenture of Lease. If

anything Tenant does, authorizes or fails to do causes an increase in Landlord's insurance premiums in violation of this provision, Tenant shall pay the amount of such increase to Landlord within 30 days after billing. Tenant shall, at its expense, comply with all requirements of the insurance underwriters or any governmental authority having jurisdiction which are necessary for the maintenance by Landlord of reasonable "All Risk" property insurance.

Section 6.03 Landlord's Insurance. Landlord shall carry (through the purchase of insurance policies, blanket insurance policies or a self-insurance plan) the following: (a) Commercial General Liability Insurance on that portion of the Center which Landlord owns or which Landlord leases as a tenant under a ground lease or sublease, with minimum limits for bodily injury or death and property damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (b) Fire and Extended Coverage property insurance, (including, at Landlord's option, rent loss, earthquake and flood) covering the improvements in and to that portion of the Center which Landlord owns or which Landlord leases as a tenant under a ground lease, in an amount not less than 80% of the replacement cost thereof (excluding the cost of excavations, foundations and footings), with such commercially reasonable deductibles as Landlord deems advisable. Tenant acknowledges that Landlord intends to purchase a commercial general liability insurance policy with respect to the Premises. Beginning on the Commencement Date, Tenant shall pay Landlord, a sum equal to the number of square feet of floor area in the Premises multiplied by the charge per square foot for such insurance (the "Insurance Charge"), payable in equal monthly installments on the first day of each month. The Insurance Charge for any partial year or partial month will be prorated on a per diem basis. Landlord may adjust the Insurance Charge to reflect Landlord's actual cost of such insurance per square foot of floor area of the Premises. Upon notice from Landlord, Tenant shall begin paying the adjusted amount until a subsequent adjustment is made. Landlord estimates that such insurance will cost \$0.083 per square foot of floor area of the Premises in calendar year 2015. In the event that the cost of such insurance shall vary materially from such cost, Landlord shall inform Tenant.

Section 6.04 Subrogation. Each party, on behalf of itself and on behalf of anyone claiming under or through it by way of subrogation or otherwise, waives all rights and causes of action against the other party and the officers, employees, agents, servants or invitees of the other party, for damage to or destruction of real or personal property to the extent caused by any peril normally covered under "All Risk" policies of insurance issued in the geographic area in which the Center is located (whether or not such party actually carries such insurance policies), or by any peril actually covered under the property insurance maintained by such party. This waiver will be complete and total, even if such loss or damage may have been caused by the negligence of the other party, its officers, employees, agents, servants or invitees and will not be affected or limited by the amount of insurance proceeds available to the waiving party, regardless of the reason for such deficiency in proceeds. However, if one party's insurance carrier prohibits waiver of subrogation, then the other party's release and waiver will become null and void, it being understood that in this instance each waiver is given in consideration for the other. Each party covenants that its insurance policies will contain waiver of subrogation endorsements, and that if such endorsements are about to become unavailable, it will give the other party not less than 30 days prior written notice of such impending unavailability. Tenant shall cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation endorsements.

Section 6.05 Indemnification. LANDLORD AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND TENANT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST LIABILITY FOR ANY CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS RESULTING FROM THE NEGLIGENCE OF LANDLORD, ITS OFFICERS, AGENTS, AND EMPLOYEES IN EXECUTION OF, OPERATION OR PERFORMANCE UNDER THIS LEASE. Landlord and Tenant agree that in any action based on an allegation of joint negligence on the part of Landlord and Tenant each party shall only be responsible for that portion or percentage of any damages awarded which is directly attributable to the negligence of that party.

Section 6.07 Waiver and Release. Acknowledging the waiver of subrogation and that Tenant is self-insured, Tenant agrees that unless and then solely to the extent that such damage is caused by the negligence or willful misconduct of Landlord, Landlord's management agent or their respective agents, servants, employees or contractors, Tenant or any person claiming through Tenant shall look to Tenant's self-insurance program for any damage resulting from any accident, casualty or occurrence in or upon any part of the Center.

ARTICLE 7

CONDUCT OF BUSINESS BY TENANT

Section 7.01 Use of the Premises. Tenant shall use the Premises solely for the Permitted Use specified in the Indenture of Lease. Tenant shall conduct business in the Premises under the Trade Name specified in the Indenture of Lease, which Trade Name Tenant represents that it has the right to use, and no other trade name may be used without the prior written approval of Landlord.

Section 7.02 Continuous Operation. Tenant agrees continuously throughout the Term to operate on as schedule of at least as many hours as Tenant's other library facilities, maintaining at least the number of hours necessary for accreditation with the State Library and Archives Commission, which as of the date hereof, are approximately 63 hours per week. Notwithstanding the foregoing, Tenant may operate any additional hours that are during the Center's operating hours.

Section 7.03 Use Restrictions. Tenant may not: use or permit any person to use the Premises for conducting a second-hand, clearance, outlet, off-price or discount store, auction, distress or fire sale, bankruptcy sale, inventory liquidation sale, or lost-our-lease, moving or other going-out-of-business sale or for any use in violation of any

applicable governmental laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements; sell, distribute or permit at or within the Premises any firearms (other than those carried by licensed security officers), or any items that may reasonably be construed to be pornographic or intended for use in connection with narcotics or other unlawful substances; permit any objectionable advertising medium that is visible outside the Premises; solicit business, distribute handbills or other advertising matter in the Common Areas; permit the loading, unloading, parking or standing of delivery or other vehicles outside any area designated for such use, nor permit any use of vehicles which interfere with the use of any Common Areas; or commit or permit waste or a nuisance upon the Premises. Notwithstanding the above, Tenant bears no responsibility for activity engaged by its invitees when utilizing access to the internet and/or social media either on or adjacent to the Premises. In addition, notwithstanding the foregoing, Tenant may allow the Friends of the Library to operate second-hand or clearance sales of books from less than 500 square feet of the Premises.

Section 7.04 Conditions of Use. Tenant shall: operate only in a manner consistent with the general high standards of merchandising in the Center; store and dispose of trash at Tenant's cost in odor proof, pest-proof containers within the interior of the Premises shielded from the view of the general public (or in such other area designated by Landlord for such use, including trash compactors now or hereafter serving the Center); keep the Premises clean, free of insects, pests, objectionable noises, odors or nuisances; keep all mechanical equipment free of vibration and noise and in good working order and condition; light the show windows of the Premises and all signs each night for not less than one hour after the Premises is permitted to be closed; and comply with all applicable governmental laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements, including without limitation those with authority over insurance rates, with respect to the use or occupancy of the Premises.

Section 7.05 Other Services. Landlord may make available additional services to the Premises, including without limitation pest control, trash removal, cleaning and maintenance, and in such event Tenant shall utilize such services.

Section 7.06 Rules and Regulations. Landlord may at any time adopt reasonable rules and regulations applicable to the Premises and the Center. Notice of such rules and regulations and of any amendments thereto will be given to Tenant by delivering a copy to Tenant or Tenant's store manager, and Tenant thereafter agrees to comply with the same. Landlord agrees that any such rules and regulations (a) shall be applied uniformly to substantially all non-Major Tenant retail tenants of the Center, (b) shall neither increase nor decrease Tenant's rights as expressly provided under this Lease, and (c) shall be instituted with at least 30 days prior notice. The rules and regulations in effect as of the date of this Lease are attached hereto as Exhibit C.

ARTICLE 8 REPAIRS AND MAINTENANCE

Section 8.01 Tenant's Obligations. Except as set forth in Section 9.04 below, Tenant, at its cost and expense, shall keep all parts of the Premises not required to be maintained by Landlord under this Article 8 in good order and repair, in a safe, clean and orderly condition, including without limitation making all non-structural repairs and replacement to the Premises and its component systems. The foregoing will obligate Tenant to repair, maintain and replace, without limitation, the storefront, all entrances and vestibules, partitions, the glass in all doors and windows of the Premises, all interior portions of the Premises, all fixtures and signs, as well as all plumbing, electrical, sprinkler, heating, ventilation and air conditioning systems, mechanical systems, all sewer lines exclusively serving the Premises, as well as all other apparatus or equipment which were installed by or for Tenant outside of the Premises, except for damage thereto caused by the negligence or willful misconduct of Landlord, its agents, servants, employees, or contractors. Tenant shall cause the Premises to comply with all applicable governmental laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements. If Tenant fails to perform Tenant's maintenance obligations hereunder within 30 days following notice from Landlord, Landlord will have the right at its option to perform such work. In such event, Tenant shall reimburse the actual, reasonable costs incurred by Landlord in performing such work within 30 days after billing, together with an administrative fee equal to 15% of the cost of such work to reimburse Landlord for its administrative expense in connection with such work.

Section 8.02 Landlord's Obligations.

(a) Landlord shall keep the foundations, roof and structural portions of the walls of the Premises, exterior plumbing not required to be maintained by Tenant hereunder, and utility lines not exclusively servicing the Premises (except to the extent that the same are the obligations of the appropriate utility company) in good order, repair and condition, except for damage thereto caused by the negligence or willful misconduct of Tenant, its agents, servants, employees, or contractors, or caused by any use of the Premises by Tenant or by alterations, additions or improvements made by Tenant or anyone claiming through Tenant. Landlord shall begin the required repairs as soon as reasonably possible after receipt of written notice from Tenant or after Landlord has actual knowledge of the need for such repairs. Any difference in floor level, any shifting of the floor slab, or deviation in finished floor height will not be deemed a structural defect requiring repair by Landlord, but rather a normal construction practice which will be Tenant's responsibility to appropriately plan for in its construction of the Premises. The provisions of this Section will not apply in the event of casualty or condemnation, in which event the applicable provisions of Articles 12 and 13 of this Lease will control Landlord's obligations.

(b) If Landlord fails to perform its maintenance obligations required under this Section within 30 days following notice from Tenant, and if due to the failure by Landlord to make the repair Tenant is unable to operate its business in the Premises, Tenant will have the right to perform such work, except that Tenant will not perform any work in a manner so as to void any warranties of Landlord relating to the Center or the Premises. Landlord shall reimburse Tenant for all actual, reasonable costs of such work within 30 days of receipt of notice, which notice shall include

supporting documentation. If Landlord fails to reimburse Tenant within such period, Tenant may deduct such sums from the next installment of Gross Annual Rent or other charges due under this Lease.

Section 8.03 Condition Upon Surrender. Upon any surrender of the Premises, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear and damage by casualty excepted to the extent not required to be repaired by Tenant. Tenant shall deliver all keys to the Premises and notify the general manager of the Center in writing of all combinations on locks, safes and vaults, if any, in the Premises which Landlord does not require Tenant to remove in accordance with Article 15 of this Lease.

ARTICLE 9 UTILITY SERVICES

Section 9.01 Utilities and Payments by Tenant.

(a) All fees and charges for electricity, water, sewer, gas and all other utility services used or consumed in the Premises or in providing heating and air-conditioning to the Premises, including all sales and other taxes or fees applicable to the sale or supply of such utilities, will be paid promptly by Tenant directly to the entity collecting the same, beginning on the earlier of the date possession of the Premises is delivered to Tenant or the date construction of Tenant's improvements begins. If required by Landlord or applicable code, Tenant shall provide and pay for its own meters for water, sewer, gas and all other utilities. The type of meter and the location and manner of installation will be subject to Landlord's prior written approval. Landlord will have the right to designate an alternate third party utility company or provider to provide any utility service to the Premises. Tenant acknowledges that the Premises are separately metered for electricity, and Tenant shall pay all electricity charges for use at the Premises directly to the applicable utility provider.

(b) In connection with any expansion, renovation or remodeling of the Center or the utility systems therein, Landlord reserves the right at no additional cost to Tenant to modify Tenant's existing utility services, including without limitation water, electricity, gas, heating, ventilation and air conditioning, in any manner that Landlord deems necessary or appropriate in light of changes to the systems for the Center.

Section 9.02 Other Utility Services. If Tenant requires the use of telecommunication services, including without limitation satellite service, Internet access, credit card verification or other data transmission, Tenant shall contract for such services with one of the service providers available at the Center provided that the charge for such services is competitive within the geographical area in which the Center is located. Neither Tenant nor its service providers shall place telecommunication or any other facilities on the roof or anywhere else outside the Premises without the prior written approval of Landlord.

Section 9.03 Failure or Interruption. Landlord will not be liable to Tenant for damages or otherwise if any utility or other service is unavailable, fails, or is interrupted, nor will any such unavailability, failure or interruption relieve Tenant from its obligations under this Lease, except as provided in this Section. If any utility is interrupted due to the negligence or willful misconduct of Landlord, and such interruption causes Tenant to close its business operations in the Premises for a period of 2 consecutive days or longer, then as Tenant's sole remedy, Gross Annual Rent and all other charges will be abated until service is restored, Tenant hereby waiving all other remedies available under this Lease, at law or in equity. Tenant will not be entitled to the above abatement if the interruption in utility service is caused by the negligence or willful misconduct of Tenant, its principals, agents, servants, employees or contractors. Landlord shall not have any obligation except as otherwise explicitly provided herein to provide Tenant any utility service or any facilities for the delivery thereof to the Premises.

Section 9.04 Heating and Air Conditioning.

(a) Landlord represents that as of the date Landlord makes the Premises available to Tenant for the commencement of Tenant's Work, the heating, ventilation and air conditioning units serving the Premises will be in good working order and condition, and provided that Tenant complies with the terms of this Section 9.04, Landlord shall make any repairs to the heating, ventilation and air conditioning units serving the Premises in the initial 12 months of the Term. Thereafter, Tenant shall maintain, repair and replace air conditioning, heating and ventilation systems specifically for the Premises. Tenant shall provide qualified service to periodically inspect, clean and repair such systems, including changing filters on a quarterly basis and shall provide copies of such contractor's reports to Landlord. Tenant shall maintain the Premises at such temperature as will prevent the freezing or bursting of pipes and the draining of heated and chilled air from any enclosed sections of the Center.

(b) In the event that Tenant must replace either or both of the HVAC units serving the Premises that were not replaced as a part of Landlord's Work (i.e., two 20 ton HVAC units) during the Term, Landlord will reimburse Tenant up to \$20,000 for Tenant's out-of-pocket expenses in making such replacement.

Section 9.05 Sprinklers. Landlord has provided and will maintain a sprinkler system in the Center (exclusive of the Premises, which is Tenant's responsibility to maintain any and all repairs and replacements thereto necessitated by any negligence or willful misconduct of Tenant or its agents, servants, employees and contractors).

Section 9.06 Trash. Tenant trash, waste, and garbage must be stored within the Premises until brought by Tenant, if so directed by Landlord, to a common trash room in the common area of the Center. Landlord may assign each Tenant a trash room location by the Center, at such location as Landlord may determine in its sole discretion. Landlord has provided and will maintain trash pickup in the Center.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

Section 10.01 Transfers Requiring Landlord Consent.

(a) Except as explicitly set forth in this Article, Tenant may not, without Landlord's consent, either directly or indirectly, either make or permit any of the following: an assignment of all or any portion of Tenant's interest in this Lease; a sublease of all or any portion of the Premises; a sale, assignment pledge or other transfer of shares of stock, partnership interests or other ownership interest in Tenant or any guarantor of this Lease resulting in a change in the voting control of Tenant or any guarantor (except that the sale of stock of a corporation that is the Tenant or any guarantor will not constitute an assignment under this Lease, and Landlord's consent thereto is not required, if the stock of such corporation is, both before and after the sale, traded on a national securities exchange registered with the Securities and Exchange Commission); a sale, assignment, pledge or other transfer of an aggregate of more than 25% of the business assets of Tenant or any guarantor; a management or other agreement or arrangement under which Tenant permits any person other than a bona-fide employee of Tenant either to direct, manage or control the day-to-day operations of the business operated in the Premises or to participate in the income or profits derived therefrom; a hypothecation, mortgage, pledge or other grant of a security interest in this Lease; or an attachment, execution or other lien upon Tenant's rights or interest under this Lease. Notwithstanding the foregoing, the parties hereby acknowledge and agree that if Tenant desires to assign this Lease or sublet all or a part the Premises to an entity that is not a governmental entity of the State of Texas, as a condition to Landlord's consent, Landlord may require that such assignment or sublet shall be subject to the insurance, indemnity and default provisions that Landlord typically requires of private party tenants in the Center.

(b) Landlord may accept rent from any occupant of the Premises and apply such sums to the rent payable by Tenant under this Lease, but no such acceptance of rent will constitute a waiver of any restriction contained in this Article or release Tenant from its obligations under this Lease. Notwithstanding any assignment or subletting of this Lease, Tenant shall remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and shall not be released in any manner.

(c) In addition to Landlord's right to approve or disapprove of any proposed assignment or subletting, Landlord shall have the right (except for an assignment or subletting explicitly permitted under this Lease), to be exercised by giving notice to Tenant within 30 days after receipt of Tenant's request to assign or sublet, to recapture the Premises, or the portion thereof described in the sublease. If notice of such recapture is given and Tenant does not withdraw such request to assign or sublet within 20 days following Tenant's receipt of Landlord's notice to recapture, then such notice shall serve to terminate this Lease with respect to the space involved or, if the proposed assignment or sublease covers the entire Premises and the Term, it shall serve to terminate this Lease, in either case as of the 30th day after the date of Landlord's notice. If this Lease is terminated pursuant to the terms hereof with respect to less than the entire Premises, the Gross Annual Rent and all charges based on the floor area of the Premises will be adjusted on the basis of the proportion of the total floor area retained by Tenant to Tenant's total floor area originally demised hereby, and this Lease as so amended will continue in full force and effect.

(e) The provision against subletting in this Section will apply so as to prohibit Tenant from granting concessions without Landlord's consent for the operation of one or more departments of the business of Tenant. Further, as an ancillary use to Tenant's operations from the Premises, Tenant may sublet up to 25% of the Premises to the Abilene Library Consortium, Friends of Abilene Public Library, or any other library organization whose specific purpose is to support/maintain Abilene Public Library.

ARTICLE 11 MARKETING SERVICE

Section 11.01 Marketing Service. Landlord may operate a service ("Marketing Service") to advertising efforts for the Center. The Marketing Service will be administered by Landlord and all costs and expenses of such administration will be charged to the Marketing Service. In addition to its other obligations under this Lease, Tenant shall participate and cooperate in all joint advertising, special sales and promotions sponsored by the Marketing Service, at no charge to Tenant. In addition, Landlord may operate a service (the "Advertising and Promotion Service") to maintain advertising and sales promotion for the benefit of all of the merchants of the Center. The Advertising and Promotion Service will be administered by Landlord and all costs and expenses of such administration will be charged to the Advertising and Promotion Service. In addition to its other obligations under this Lease, Tenant shall participate and cooperate in all joint advertising, special sales and promotions sponsored by the Advertising and Promotion Service, at no charge to Tenant.

ARTICLE 12 DAMAGE AND DESTRUCTION

Section 12.01 Damage or Destruction to the Premises.

(a) If the Premises is damaged or destroyed by fire or other casualty insured under the coverage Landlord is required to carry under Article 6 of this Lease or if Landlord does not terminate the Lease as provided in Section 12.01(b) below, fire or other casualty that is not insured, subject to the limitations set forth below, Landlord shall

repair such damage. In such event, Gross Annual Rent and all other charges payable under this Lease will abate proportionately as to any portion of the Premises rendered untenable from the date of the casualty until the earlier of (i) 60 days following completion of Landlord's repairs or (ii) the date Tenant re-opens for business in the Premises. If Landlord fails to complete such repairs within 12 months following the casualty (or such longer period if the work is not capable of being performed by such date provided Landlord is diligently working to complete the same), Tenant will have the right to terminate this Lease by written notice to Landlord within 30 days following the end of the 12 month period. In the event of such termination, the parties will be released from all further obligations under this Lease except for accrued obligations then unpaid or unperformed.

(b) If the Premises is damaged or destroyed by a fire or other casualty (i) which is not insured under the coverage Landlord is required to carry under Article 6 of this Lease, and Landlord at its option elects not to repair the Premises, or (ii) to the extent of more than 50% of the cost to replace the Premises during the last 3 years of this Lease, then either party will have the right to terminate this Lease effective as of the date of such casualty by written notice to the other within 60 days after the damage or destruction. In exercising its termination rights under this Section, Landlord will not unreasonably discriminate between Tenant and other tenants of the Center whose premises are similarly affected by the casualty. In the event this Lease is so terminated, the parties will be released from all further obligations under this Lease except for accrued obligations then unpaid or unperformed.

(c) If Landlord is required to repair or reconstruct the Premises pursuant to the provisions of this Lease, its obligation will be limited to the construction of the structural demising walls (without drywall) and roof of the Premises. Tenant shall submit to Landlord for its approval detailed plans and specifications for all other work not required to be performed by Landlord. Upon approval of such plans and specifications and within 15 days following notice that Landlord's repairs are complete, Tenant shall promptly commence and diligently pursue to completion all work to restore the Premises to the condition immediately prior to the casualty, except for the work required by Landlord above. If Tenant has closed for business, Tenant shall promptly reopen for business upon completion of Tenant's repairs. If this Lease is terminated as described above, the parties will be released from all further obligations under this Lease except for accrued obligations then unpaid or unperformed.

(d) Tenant shall notify Landlord of any accident or damage occurring in, on or about the Premises as soon as possible but in no event later than 72 hours after Tenant has knowledge of such accident or damage, except that notice is not required if Landlord has actual knowledge of such accident or damage. If Tenant fails to so notify Landlord, and Landlord's insurance is detrimentally affected thereby, then in addition to all other rights and remedies available to Landlord under this Lease or at law or in equity, Landlord shall, at its option, be relieved of any of the obligations set forth in Section 12.01.

(e) Notwithstanding anything contained herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises.

Section 12.02 Damage or Destruction to the Center. In the event 50% or more of the leasable floor area of the Center is damaged or destroyed, Landlord will have the right to terminate this Lease effective upon 30 days prior written notice to Tenant. If Landlord does not terminate this Lease under such circumstances, and if Landlord has not substantially completed the Center base building construction within 12 months following the casualty (or such longer period if the work is not capable of being performed by such date provided Landlord is diligently working to complete the same), Tenant will have the right to terminate this Lease by written notice to Landlord within 30 days following the end of the 12 month period. In the event of such termination, the parties will be released from all further obligations under this Lease except for accrued obligations then unpaid or unperformed. In the event that neither party so terminates this Lease, Gross Annual Rent and all other charges payable under this Lease will abate proportionately as to any portion of the Premises rendered untenable from the date of the casualty until the earlier of (i) 60 days following completion of Landlord's repairs or (ii) the date Tenant re-opens for business in the Premises.

ARTICLE 13 CONDEMNATION

Section 13.01 Condemnation of the Premises. If any portion of the Premises is acquired or condemned by right of eminent domain or conveyed in lieu of condemnation, then either Landlord or Tenant will have the right to terminate this Lease by written notice to the other within 30 days following Landlord's notice to Tenant of such taking or conveyance. If this Lease is terminated under this Section, this Lease will terminate effective as of the date Tenant is required to deliver possession of the Premises or the applicable portion thereof. If this Lease is not terminated, within a reasonable time after possession is physically taken the Premises will be restored by Landlord and Tenant in accordance with their respective obligations to perform work as set forth in Section 12.01(c) of this Lease. Thereafter, the Gross Annual Rent will be adjusted in proportion to the reduction in the floor area of the Premises. If this Lease is not terminated as provided above, and if Landlord fails to restore the Premises as provided above within 12 months following the taking or conveyance (or such longer period if the work is not capable of being performed by such date provided Landlord is diligently working to complete the same), Tenant will have the right to terminate this Lease by written notice to Landlord within 30 days following the end of the above 12 month period, and in such event this Lease will terminate 30 days following Landlord's receipt of such notice.

Section 13.02 Condemnation of the Center.

(a) If more than 1/3 of the floor area of the buildings of which the Premises are a part, more than 1/3 of the leasable floor area of the Center, or more than 1/3 of the Common Areas are taken or conveyed, or if so much of the Center is taken or conveyed that, in Landlord's reasonable judgment, the remainder cannot be restored to a functional or

economically viable whole, Landlord will have the right to terminate this Lease by written notice to Tenant. If this Lease is terminated as provided in this Section, this Lease will terminate as of the effective date of the taking or conveyance.

(b) If (i) parking at the Center is taken to the extent that following such taking or conveyance parking cannot be restored to the minimum amount required by code, with variance, or (ii) the Common Areas adjoining and providing access to the Premises are taken or conveyed, then either Landlord or Tenant will have the right to terminate this Lease by written notice to the other within 30 days following Landlord's notice to Tenant of such taking or conveyance. If this Lease is not so terminated, and if Landlord has not substantially completed the Center base building construction within 18 months following the taking or conveyance (or such longer period if the work is not capable of being performed by such date provided Landlord is diligently working to complete the same), Tenant will have the right to terminate this Lease by written notice to Landlord within 30 days following the end of the 18 month period, and in such event this Lease will terminate 30 days following Landlord's receipt of such notice.

Section 13.03 Termination. If this Lease is terminated as provided in this Article, the parties will be released from all further obligations under this Lease except for accrued obligations then unpaid or unperformed. In exercising its termination rights under this Article, Landlord will not unreasonably discriminate between Tenant and other tenants of the Center whose premises are similarly affected by a taking or conveyance.

Section 13.04 Condemnation Awards. In the event of any taking or conveyance, except as set forth below, Landlord will be entitled to the entire award or compensation in such proceedings, and Tenant hereby assigns to Landlord all rights to damages on account of any such taking or conveyance. The above notwithstanding, to the extent the same does not diminish Landlord's or its mortgagee's award, Tenant may keep any award made directly to Tenant by the condemning authority as compensation for loss of Tenant's business, equipment, merchandise, personal property, relocation expenses, and the unamortized amount of leasehold improvements made to the Premises paid for by Tenant and not reimbursed or paid by Landlord.

ARTICLE 14

SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 14.01 Subordination and Attornment. This Lease is automatically subordinate to the lien of any presently existing or future mortgage or other method of financing, ground lease of the Center, and any operating or reciprocal easement or similar agreements entered into between Landlord and other owners or lessees of real estate within or near the Center. If the Premises or Center comes into the hands of a mortgagee, ground lessor or any other person as a result of a foreclosure, exercise of power of sale, termination of ground lease, or otherwise, Tenant shall attorn to the purchaser, mortgagee or other such person and recognize the same as Landlord under this Lease, subject to all the terms and conditions of this Lease. Upon written request from Landlord, Tenant shall execute all documents to evidence such subordination and attornment within 10 days of request therefor.

Section 14.02 Estoppel Certificate. Within 10 days following written notice, but not more than 3 times per 12 month period, Landlord and Tenant shall execute and deliver to the other an estoppel certificate (a) ratifying this Lease; (b) confirming the Commencement Date and Expiration Date; and certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended except as stated; (ii) that all conditions and agreements under this Lease to be performed by the other party have been satisfied except as stated; (iii) that to the best of such party's knowledge, the other party is not in default under this Lease except as stated; (iv) that to the best of such party's knowledge, it has no defenses or offsets against the enforcement of this Lease except as stated; (v) reciting the advance rent, if any, paid by Tenant and the date to which such rent has been paid; (vi) reciting the amount of security deposited with Landlord, if any; and (vii) any other factual information relating to the Lease reasonably requested by the other party. Any such estoppel certificate may be relied upon by the other party, by a lender or prospective lender or purchaser of Landlord, or by a prospective assignee or purchaser of Tenant. A copy of any notice from Tenant requesting an estoppel certificate shall be sent simultaneously to Landlord's managing agent, attention: Counsel.

ARTICLE 15

FIXTURES AND PERSONAL PROPERTY

Section 15.01 Tenant's Property. Any trade fixtures, signs and other personal property installed or attached to the Premises by Tenant must be new when installed or attached. All such trade fixtures, signs and other personal property of Tenant installed by and at the expense of Tenant but not permanently affixed to the Premises will remain the property of Tenant. Upon the last day of the Term or the date of earlier termination of this Lease, Tenant at its expense shall remove all of its trade fixtures, signs and other personal property from the Premises (including without limitation any vaults and safes, regardless of whether permanently affixed), and repair any damage to the Premises caused by or otherwise caused by Tenant vacating the Premises. At Landlord's option, any such trade fixtures, signs and other personal property not removed by Tenant at or prior to any termination of this Lease will become the property of Landlord without compensation therefor. If Landlord gives Tenant notice to remove such items following the expiration or earlier termination of this Lease, Tenant shall promptly remove such items. If Tenant fails to remove such items within 45 days of Landlord's request therefor, Landlord will have the right to remove the same and repair any damage caused by such removal. In such event, Tenant shall reimburse the reasonable costs incurred by Landlord in performing such work within 30 days after billing, together with an administrative fee equal to 15% of the cost of such work to reimburse Landlord for its administrative expense in connection with such work.

Section 15.02 Improvements. All improvements to the Premises by Tenant, including without limitation all air conditioning, heating, lighting, electrical and plumbing equipment and fixtures, all wiring and other apparatus

related thereto installed for or by Tenant, will immediately upon installation attach to the fee and become Landlord's property and will remain upon the Premises upon the expiration of this Lease.

Section 15.03 Subordination of Landlord's Lien. Landlord hereby subordinates any statutory landlord's lien Landlord may have in any trade fixtures, equipment, machinery and inventory of Tenant in favor of any bona fide third-party lender having a security interest in such property. Tenant acknowledges that, notwithstanding Landlord's agreement to subordinate any statutory lien as provided above, Tenant shall not have the right to hypothecate or collaterally assign its interest on this Lease.

ARTICLE 16 DEFAULT BY TENANT

Section 16.01 Event of Default. "Event of Default" means: (a) if Tenant defaults in the payment when due of any amount payable under this Lease and such default continues for 10 days after written notice from Landlord; (b) if Tenant defaults in fulfilling any of its other covenants under this Lease and such default continues for 30 days after written notice from Landlord, or, if the default is not reasonably susceptible of cure within such period, if Tenant does not in good faith commence to cure the default within such 30 day period and thereafter diligently prosecute the cure to completion; or (c) if any event described in Section 16.08 occurs.

Section 16.02 Remedies of Landlord. Upon an Event of Default, Landlord may, at its option, terminate this Lease by written notice to Tenant and recover possession of the Premises. In addition, upon such an Event of Default, Landlord may recover from Tenant the rents and charges under this Lease (all of which shall be deemed to be "Rent") that have become due hereunder up to the date of such termination. Tenant agrees that this Section 16.02 will override and control any conflicting provisions of Sections 93.002 and 93.003 of the TEX. PROP. CODE, as well as any successor statute governing the right of a landlord to change the door locks of a commercial tenant. The remedies specifically provided in this Lease are in addition to other remedies available to Landlord under applicable law.

Section 16.03 Redemption. To the extent permitted by law, Tenant waives any and all rights of redemption granted under any present or future laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises due to Tenant's default under this Lease or otherwise.

Section 16.04 Accord and Satisfaction. Landlord may accept any payment made by or for Tenant and apply the same to such obligations of Tenant as Landlord may determine to be appropriate, without waiver of or prejudice to any rights of Landlord. Landlord may deposit checks, whether sent to a lock box or otherwise, without reference to any statement or endorsement made thereon or in connection therewith, and Tenant agrees not to make any such statement or endorsement that purports to affect the rights or remedies of Landlord. Neither any statement or endorsement made on or with any check or other payment, nor Landlord's acceptance of such payment, shall constitute an accord or satisfaction or otherwise waive, release or affect the rights of Landlord to recover from Tenant all amounts owing under this Lease and to pursue any and all of its rights and remedies for a default of Tenant.

Section 16.05 Venue and Jurisdiction. Tenant consents and agrees that the courts of the state or commonwealth and county in which the Center is located will have jurisdiction over its person in actions arising under or relating to this Lease. Tenant agrees that any action arising out of or relating to this Lease will be brought in such state or commonwealth and waives any argument that such venue is improper.

ARTICLE 17 DEFAULT BY LANDLORD

Section 17.01. Remedies of Tenant. If Landlord defaults in fulfilling any of its covenants under this Lease and such default continues for 30 days after written notice from Tenant, or, if the default is not reasonably susceptible of cure within such period, if Landlord does not in good faith commence to cure the default within such 30 day period and thereafter diligently prosecute the cure to completion, Tenant may recover any damages arising from Landlord's default. Tenant agrees that any money judgment resulting from any default or other claim arising under this Lease will be satisfied only out of the rents and profits received by Landlord from the operation of the Center and from Landlord's right, title and interest in the Center, that no other real, personal or mixed property of Landlord or any of its principals, shareholders, owners, trustees, beneficiaries, members, officers, directors or agents, wherever situated, will be subject to levy on any such judgment, and that Landlord will not have any personal liability whatsoever under this Lease.

ARTICLE 18 SECURITY DEPOSIT

INTENTIONALLY OMITTED.

ARTICLE 19 HAZARDOUS MATERIAL

Section 19.01 Hazardous Material.

(a) Tenant may not cause or permit any Hazardous Material to be brought on, kept, used, discharged, leaked or emitted in, about or treated at the Premises. If the Premises contain any Hazardous Material brought onto the Premises by Tenant, an affiliate of Tenant, or their respective agents, employees, contractors or invitees, Tenant

shall remove such material at Tenant's cost and expense. Such removal work will be performed on behalf of Tenant by a contractor approved by Landlord and will be done in compliance with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant shall promptly remedy any damage to the Premises arising from Tenant's removal, disturbance or release of any Hazardous Material and pay to Landlord the amount of any and all costs, expenses or damages incurred by Landlord arising from such removal, disturbance or release. Without limiting the generality of the foregoing, if the presence of any Hazardous Material on or about the Premises or the Center caused or permitted by Tenant results in the contamination of the Premises or the Center, Tenant, at its cost and expense, shall promptly take all action and expense necessary to return the Premises and the Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises or Center after first obtaining Landlord's written approval of such actions. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of minor amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general retail use, such as computer chemicals and janitorial supplies.

(b) "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including without limitation, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including without limitation any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, *et seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. Section 9601).

ARTICLE 20

MISCELLANEOUS

Section 20.01 Access by Landlord. Landlord and its designated agents, employees or contractors will have the right to enter the Premises upon at least 24 hours prior written notice to Tenant (except in the case of emergency no such notice will be required) to examine the Premises, show it to prospective purchasers and others, and for the purpose of making tests, inspections, repairs, alterations, improvements or additions as Landlord deems desirable. The above will not obligate Landlord to make any repairs except as otherwise expressly provided in this Lease.

Section 20.02 Additional Construction. The exterior walls and roof of, the floor above, and the area beneath the Premises are not demised under this Lease, and Landlord reserves the right to use the same. Landlord may install, maintain and use pipes, utility lines, ducts, conduits, flues, lines, wires, drains sprinkler main and valves, access panels and structural elements serving the Premises or other parts of the Center within or through the Premises. Landlord shall use reasonable efforts to locate new facilities and elements above the finished ceiling, within walls, below the floor, in Tenant's storage area and in other locations that will minimize to the extent practicable the disruption of Tenant's business. Landlord may change, add to or subtract from the Common Areas or any building in the Center, construct other buildings and improvements, use portions of the Common Areas for promotions, exhibits, shows, the placement of carts and kiosks or such other uses as Landlord deems appropriate, and do such other acts to the Common Areas as Landlord believes reasonably necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business. If the Premises are rendered untenantable for a period in excess of 3 days as a result of the work done by Landlord in exercising such reserved rights, the Gross Annual Rent will abate from the date the Premises become untenantable until Landlord's work is completed to the extent that Tenant may reopen for business. Landlord will assist Tenant in the beautification of the exterior approach to the Premises by adding two handicapped parking spaces located near the exterior entrance to the Premises; providing a painted walkway from the parking lot up to the sidewalk at the exterior entrance to the Premises; planting and maintaining foliage in the island located outside the exterior entrance to the Premises; maintaining the adjoining service areas in a clean and sanitary manner and keeping the current fences around the trash disposal area so as to provide a pleasant transition for library patrons from the parking lot to the exterior entrance to the Premises.

Section 20.03 Holding Over. If Tenant, without Landlord's written consent, fails to surrender possession of the Premises on the Expiration Date, no holdover tenancy will be created, and Tenant will be a tenant at sufferance with no right whatsoever to continue to use or occupy the Premises. In the event of any holding over without Landlord's written consent, Landlord will have the right to recover possession of the Premises as provided by this Lease and by law. Any holding over with the prior written consent of Landlord after the end of the Term will be construed as a tenancy from month to month at the Gross Annual Rent required by Tenant during the last year of the Term and will otherwise be on the terms and conditions specified in this Lease so far as is applicable, including the payment of charges provided in this Lease.

Section 20.04 Successors and Assigns. All of the provisions of this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns, but no rights will inure to the benefit of any successor, assignee or other transferee of Tenant except as expressly permitted by the terms of this Lease. Landlord will have the right to assign or otherwise transfer its interest in the Premises and this Lease, and Landlord will be released from all liability accruing thereafter if the transferee assumes in writing all of the obligations of Landlord accruing after the date of the conveyance.

Section 20.05 Quiet Enjoyment. Provided Tenant pays all rents and other sums due hereunder and otherwise performs all covenants and conditions of this Lease, Tenant will have quiet possession of the Premises during the Term, subject to the terms of this Lease. Landlord shall not be responsible for any acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

Section 20.06 Waiver. If either party fails to require the other to perform any term of this Lease, that failure will not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver will not be treated as waiving a later breach of the term. No term of this Lease will be deemed waived unless waived in writing by the waiving party. If Landlord accepts a payment of Gross Annual Rent or any other monetary obligation of Tenant under this Lease, such acceptance will not be deemed a waiver of any preceding breach by Tenant of any term of this Lease, other than the failure of Tenant to make the particular payment accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such sums.

Section 20.07 Unavoidable Delays. If either Landlord or Tenant is prevented or delayed from performing any act required under this Lease because of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, judicial orders, enemy or hostile governmental action, civil commotion, failure of power, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform ("Unavoidable Delays"), the period for performing such act will be extended for a period equal to any such Unavoidable Delay. However, Unavoidable Delays will not excuse the obligation for payment of Gross Annual Rent or any other charges required by the terms of this Lease except if Tenant is unable to complete construction of its initial improvements to the Premises due to any such Unavoidable Delays. In such event, Tenant will not be required to pay Gross Annual Rent or other charges for the period of days following the Commencement Date equal to the number of days Tenant was unable to perform Tenant's Work. The foregoing notwithstanding, in the event any work performed by Tenant or Tenant's contractor results in a strike, lockout or labor dispute, such strike, lockout, or labor dispute will not excuse the performance by Tenant as provided in this Section.

Section 20.08 Entire Agreement. There are no oral or written agreements or representations between Landlord and Tenant regarding the Premises except as expressly set forth herein. No amendment or modification of this Lease will be binding upon Landlord or Tenant unless in writing and signed by each party. Tenant acknowledges that it has not entered into this Lease in reliance upon any representation, warranty or agreement except as expressly set forth in this Lease. Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and the Center to the conduct of Tenant's business. Landlord does not represent, and Tenant does not rely upon, the fact that any specific tenant or number of tenants or anchor tenants or major tenants will occupy any space in the Center during the Term.

Section 20.09 Authorizations; Relationship of Parties. Landlord and Tenant each represent and warrant that the execution of this Lease has been duly and validly authorized on its behalf. Nothing in this Lease will be deemed to create a partnership or joint venture between Landlord and Tenant, or cause either party to be responsible in any way for the debts of the other party, or confer enforceable rights upon any person not a party to this Lease except as may be expressly provided in this Lease.

Section 20.10 Captions and Terms. The captions of Articles and Sections contained herein are for convenience only and do not limit or amplify the terms and conditions of this Lease. Except as expressly provided in this Lease, the word "Term" will include the original Term and any extension, renewal or holdover of this Lease. If more than 1 person or entity is named as Landlord or Tenant under this Lease and executes as such, then the words "Landlord" and "Tenant" are intended to refer to all such persons or entities, and the liability of such persons or entities will be joint and several. The use in this Lease of a singular term includes the plural and use of the masculine, feminine or neuter genders includes all others.

Section 20.11 Governing Law; Partial Invalidity. The laws of the state or commonwealth where the Center is located will govern the validity, performance and enforcement of this Lease. Although Landlord wrote the printed provisions of this Lease, this Lease will not be construed either for or against Landlord or Tenant. If any provision of this Lease is held to any extent invalid or unenforceable, the remainder of this Lease will not be affected and will remain in full force and effect. Landlord and Tenant agree that TIME IS OF THE ESSENCE with respect to the performance of the respective obligations under this Lease.

Section 20.12 Recording. The parties agree that this Lease may not be recorded.

Section 20.13 Brokers. Landlord and Tenant each represent and warrant that there are and will be no claims for brokerage commissions or finder's fees in connection with the making of this Lease other than as disclosed to the other party, and Landlord agrees to indemnify, defend and hold harmless the other from and against any liabilities from any claim for such a commission or fee arising from commitments made or alleged to have been made by Landlord, including reasonable attorneys' fees and expenses actually incurred in connection with any such claim.

Section 20.14 Consents and Approvals. Wherever in this Lease either Landlord or Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval will not be unreasonably withheld, delayed or conditioned.

Section 20.15 Disputed Charges. Tenant shall notify Landlord in writing within 60 days after receipt of any notice of payments due under this Lease if Tenant disputes the amount of such payment or the fact that such payment is due from Tenant. Failure to deliver this notice will constitute a waiver of Tenant's right to dispute such billing or the amount thereof. Delivery of notice hereunder will not release Tenant of its responsibility to make such payment in a timely fashion, nor mitigate Landlord's rights under this Lease in connection with Tenant's failure to do so.

Upon receipt of notice of a disputed charge and the payment of such charge, Landlord agrees to cooperate as reasonably necessary to demonstrate to Tenant the propriety of the billing.

Section 20.16 Notices. All payments of Gross Annual Rent and other monetary obligations of Tenant will be sent to the address set forth in the Indenture of Lease, or to such other address as notified by Landlord to Tenant in writing. All notices to be given under this Lease by either party will be written and sent by certified mail, return receipt requested, postage pre-paid, or by express mail delivery service, addressed to the party at the address set forth in the Indenture of Lease, or to such other address as notified in writing by the parties. Notice will be deemed given as of the date of receipt or rejection or inability to deliver shown on the return receipt or other similar advice of delivery or attempted delivery.

Section 20.17 Submission of Lease. Submission of this Lease to Tenant will not constitute an offer to lease the Premises, and this Lease will become effective only upon execution and delivery of this Lease by both Landlord and Tenant.

Section 20.18 Termination of Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant may terminate this Lease upon 180 days written notice to Landlord without penalty except as expressly provided herein under the following conditions:

- (a) The City Council of the City of Abilene determines it is in the best interest of the City to cease funding the Lease.
- (b) The City Council of the City of Abilene determines it is in the best interest of the City to cease operating a branch library at this location.
- (c) On or after the fifth (5th) anniversary of the Commencement Date, the City Council of the City of Abilene determines it is in the best interest of the City to relocate the South Branch of the library to a City owned facility.

In the event that this Lease shall terminate for any reason prior to the fifth (5th) anniversary of the Commencement Date, Tenant shall repay Landlord the unamortized value of the Tenant Inducement amortized over the initial five (5) years of the Term without interest; e.g., if this Lease shall terminate on the third anniversary of the Commencement Date, Tenant shall pay Landlord \$60,000.00.

Section 20.19 Documentation Fee. If Tenant requests that Landlord prepare, review, or execute an amendment to or assignment of this Lease, a waiver or subordination, or any other document relating to this Lease or the Premises (except for estoppel certificates), Tenant shall pay Landlord, or Landlord's managing agent, as directed, a reasonable fee, not exceeding \$500, as reimbursement for the administrative and legal expense in connection with such document. Tenant shall pay the above fee within 30 days of billing.

Section 20.20 Attorneys' Fees. In the event legal action by Landlord is required to enforce performance by Tenant of any condition, obligation or requirement of this Lease, Tenant agrees to pay all reasonable attorneys' fees and costs actually incurred by Landlord in connection with such action.

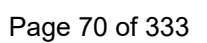
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EXHIBIT C
RULES AND REGULATIONS

1. Loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated by Landlord.
2. Tractor trailers that must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers shall be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted at or in the Center.
3. Except for small parcel packages, no deliveries will be permitted through the malls unless the Tenant does not have a rear service door. In such event, prior arrangements must be made with the resident Mall Supervisor for delivery at such Premises. Merchandise being received shall immediately be moved into Tenant's Premises and not be left in the service or receiving areas.
4. Tenant is responsible for storage and removal of its trash in the manner prescribed from time to time by Landlord. Tenant shall not use the plumbing for a purpose other than that for which they are constructed. Tenant shall not dispose of the following items in the plumbing, sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products; paint products, other than craft, tempera or watercolors; or any other item which the same are not designed to receive. All store floor area of Tenant, including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.
5. Other than as permitted under the provisions of Section 3.08, Tenant shall not permit or suffer any advertising medium to be placed on mall walls, within 3 feet of Tenant's mall or exterior windows, on standards in the mall, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Center, outside the Premises without the written permission of Landlord.
6. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, or which may cause shared walls to vibrate or otherwise disturb adjacent tenants, including without limitation flashing lights, searchlights, loud speakers, phonographs, radios or television. No radio, television, or other communication antenna equipment or device shall be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, without the prior written consent of Landlord.
7. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside the Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of the Premise to display, store or place any merchandise. No sale of merchandise by tent sale, truckload sale or the like, shall be permitted on the parking lot or other portions of the Common Areas. No auction, fire, bankruptcy, going-out-of-business or liquidation sales shall be conducted on or at the Premises.
8. Tenant shall not permit or suffer any portion of the Premises to be used for living, overnight sleeping, residential or lodging purposes, except for library program related "lock-ins" or other overnight activities that are a part of the library programming, which programs shall be coordinated with the on-site Center management.
9. Nothing shall be erected or placed on the roof or exterior walls of the Premises without the prior written consent of Landlord, including without limitation any radio and television aerials and equipment. If Landlord's consent is not received, anything erected or placed on the roof may be removed, without notice, and any damage to the walls or roof shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Neither Tenant nor its contractors shall go on the roof or make any roof penetrations without the written approval of Landlord, which approval may include without limitation evidence of appropriate insurance coverage.
10. Upon written request by Landlord, Tenant shall use the pest extermination contractor that Landlord may choose, which extermination contractor's prices shall be competitive in the trade area in which the Center is located. Such extermination services shall be performed at such intervals as reasonably required by Landlord. Tenant shall not keep or permit any animals in the Premises, unless expressly allowed by in this Lease, or unless used by disabled persons.
11. Tenant shall contract and pay for extra security for any of Tenant's after mall hours permitted by Landlord.
12. Tenant shall keep all rear exit door pathways clear through stockroom to exit door.
13. Tenant shall have the responsibility for protecting the Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.
14. Landlord may from time to time establish designated employee parking areas. Tenant shall require its employees to park only in these areas. Any violators may be fined a reasonable amount for each violation, and Landlord shall have the right to tow cars at the violator's expense.

15. Tenant shall not, in or on any part of the Common Area:

- (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
- (b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved by Landlord.
- (c) Distribute any circular, booklet, handbill, placard or other material, except for activities as approved by Landlord.
- (d) Solicit membership in any organization, group or association or contribution for any purpose.
- (e) Create a nuisance.
- (f) Use any Common Area (including the enclosed mall) for any purpose when none of the other retail establishments within the Center is open for business or employment, except for activities as approved by Landlord.
- (g) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
- (h) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Center, or the property of customers, business invitees or employees situated within the Center.

Resolution: Renewal of a Lease Agreement with Partners Mall Abilene, LLC for the South Branch Library





Resolution: Renewal of a Lease Agreement with Partners Mall Abilene, LLC for the South Branch Library

- On August 21, 2015, the City of Abilene entered into a lease agreement with the Mall of Abilene for the South Branch library.
- The current term of the lease expires on March 31, 2026, but Abilene must elect now whether to extend the term of the lease.





Resolution: Renewal of a Lease Agreement with Partners Mall Abilene, LLC for the South Branch Library

- Abilene desires to extend the term of the lease for an additional five (5) year period.
- The lease fee will be \$12,083.33 per month, or \$145,000 per year. The total lease payment will be \$725,000 for 5 years.
- \$145,000 is allocated for South Branch rental in the FY2026 budget.





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Julee Hammer, Library Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape (Julee Hammer)

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue to approve Library purchases from Midwest Tape.

Midwest Tape's digital product, Hoopla, provides library patrons with on-demand access to eBooks and eAudio content. The materials available through Hoopla are very popular and usage has risen steadily.

There is no signed agreement with Hoopla. The service is done on a Purchase Order basis with funds on deposit and the City may withdraw or change its service thresholds at any time. Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

FY2026 Fiscal Impact:

The total purchases from Midwest Tape for FY2026 are expected to be \$157,000. This amount falls within the FY2026 Council-approved budget for all library materials, which is \$504,510.

Competitive bidding is not required for the purchase of books, papers, and other materials for a

public library if those books, papers, and materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do not apply to the purchase of rare books, papers, and other rare library materials for a public library.

For those materials that are not exclusive, the library follows the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts. Using the CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts. The City of Abilene participates in the CO-OP program and utilizes vendors listed in the CMBL/HUB vendor list.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Midwest Tape 10 2025
2. Midwest Tape City Council 10 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE PURCHASE OF LIBRARY MATERIALS FROM MIDWEST TAPE LLC THROUGH THE CITY'S PARTICIPATION IN THE STATE CO-OP PROGRAM CMBL/HUB FOR LIBRARY MATERIALS.

WHEREAS, The City of Abilene is a participant in the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts; and

WHEREAS, Midwest Tape LLC is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, DVDs, and digital downloadable eBooks, audiobooks, videos; and

WHEREAS, The State of Texas CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from Midwest Tape LLC.

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

ADOPTED this 9th day of October 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Library Materials Purchases from Midwest Tape LLC





General Information

- Midwest Tape holds exclusive distribution rights for books, papers and related materials, including rare materials.
- Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list
- Midwest Tape's digital product, Hoopla, provides library patrons with access to eBooks, eAudio, and eVideo content.





General Information

FY26 Fiscal Impact:

- FY26 expected materials purchases from Midwest Tape \$157,000
- FY26 approved budget for all forms of materials \$504,510

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from Midwest Tape.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Julee Hammer, Library Director

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive for Library Materials (Julee Hammer)**

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue the agreement with OverDrive for library materials. The City of Abilene entered into an agreement with OverDrive on October 24, 2006.

OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks. OverDrive is sole source, meeting our competitive bidding requirements.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total purchases from OverDrive for FY2026 is expected to be \$120,000. This falls within the FY2026 Council-approved budget for all forms of library materials, which is \$504,510.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Overdrive 10 2025
2. OverDrive City Council 10 2025

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO CONTINUE THE AGREEMENT BETWEEN THE
ABILENE PUBLIC LIBRARY AND OVERDRIVE.**

WHEREAS, The City of Abilene entered into an agreement with OverDrive on October 24, 2006; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, and digital downloadable eBooks, and audiobooks; and

WHEREAS, OverDrive is sole source thereby meeting our competitive bidding requirements; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from OverDrive.

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

ADOPTED this 9th day of October 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Agreement Between Abilene Public Library and OverDrive





General Information

- OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks.
- OverDrive is sole source, meeting competitive bidding requirements





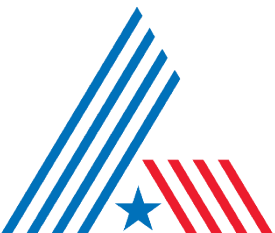
General Information

FY26 Fiscal Impact:

- FY26 expected materials purchases from OverDrive \$120,000
- FY26 approved budget for all forms of materials \$504,510

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from OverDrive.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Don Green, Director

SUBJECT: 11. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Increasing Passenger Fares for CityLink (Don Green)

GENERAL INFORMATION

CityLink's fares were last increased effective October 1, 2016 (Resolution 123-2016). Since that time, the increased cost of operating CityLink has been absorbed by operating grants from TXDOT and the Federal Transit Administration, and the city's budget. During the very high inflationary periods of 2020-2023, CityLink used COVID-related federal grants to help offset those inflationary pressures and delay the need to increase fares.

Additionally, City Council approved an additional \$743,125.00 from the General Fund for FY26 to help fund increased personnel costs and improve staff recruiting and retainage. The annual Federal and State operating grants available to the City for transit operations are already fully utilized.

The Department of Transportation Services and CityLink recognize that fare increases may impose an additional financial burden on many of its users, but increased user fees are now unavoidable and will be combined with the increased City budgeted funds to meet the higher operating costs.

Fares are proposed to increase November 3, 2025, and October 1, 2026. The fares are detailed as a file in the packet.

SPECIAL CONSIDERATIONS

CityLink informed its passengers of the proposed fares increase through notices in the facility and buses and vans, as well as on its web page. The fares increase was also on the agenda of the

September 9, 2025 meeting of the Mayor's Advisory Board for People with Disabilities and the public was given an opportunity to comment. There was one person who spoke and was opposed to the increase.

CityLink conducted a survey of passengers as part of the required Title VI Equity Analysis. The study found the majority of respondents supported the increase and no disparate impacts to targeted classes of passengers would exist with the fare increase.

FUNDING/FISCAL IMPACT

The proposed fares are estimated to increase operating revenues by \$164,500 in FY26, and an additional \$164,500 in FY27.

STAFF RECOMMENDATION

Staff recommends adoption of the new fares for FY26 and FY27.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CityLink Fares Increase Resolution 10-23-25
2. Attachment A - CityLink Fares (Effective 11-3-25 and 10-1-26)
3. 123-2016_CityLink Fees_Fares
4. Proposed CityLink Fares Increases (Revised 9-24-25)
5. TITLE VI FARE CHANGE EQUITY ANALYSIS
6. CityLink Fares Increase Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE INCREASED FARES TO ALL CATEGORIES OF TRANSIT SERVICE
PROVIDED BY CITYLINK**

WHEREAS, the City of Abilene (City) owns and operates CityLink; and

WHEREAS, the City receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America, and Texas Department of Transportation (TXDOT) for operating costs; and

WHEREAS, the City also supports CityLink's operating costs through a General Fund subsidy;
and

WHEREAS, the last fare increase was October 1, 2016; and

WHEREAS, the City has increased its financial support of CityLink in Fiscal Year 2026, but additional funding is needed to maintain reliable operations; and

WHEREAS, the City made the proposed fares publicly available prior to Council action and conducted two public hearings; and

WHEREAS, the City conducted a survey to insure there was no disparate impact to any group of people served by CityLink.

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

- Part 1. That CityLink is authorized to charge the new fares as shown in Attachment A with one increase effective November 3, 2025 and the other increase effective October 1, 2026.
- Part 2. That this Resolution takes effect upon its approval.

ADOPTED this 23rd Day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CityLink Fares (FY26 and FY27)

		Fare Effective 11/3/2025	Fare Effective 10/1/2026	
FIXED ROUTE	<u>Passes</u>			
	Adult Monthly	\$ 53.00	\$ 61.00	
	Elderly/Disabled Monthly	\$ 23.50	\$ 27.00	
	Youth monthly	\$ 29.50	\$ 34.00	
	Adult Weekly	N/A	N/A	
	Youth Weekly	N/A	N/A	
	Elderly/Disabled Weekly	N/A	N/A	
	Day Pass	\$ 3.75	\$ 4.50	
	<u>One way Fares</u>			
	Adult	\$ 1.75	\$ 2.00	
	Youth	\$ 1.25	\$ 1.50	
	Elderly/Disabled	\$ 0.75	\$ 0.85	
	Transfers	N/A	N/A	
PARATRANSIT (ADA)	<u>Ticket Books</u>			
	BA1 (10 rides)	\$ 25.00	\$ 30.00	
	BA2 (20 rides)	\$ 75.00	\$ 90.00	
	per-trip			
	BA1	\$ 2.50	\$ 3.00	
	BA2	\$ 3.75	\$ 4.50	
	DIB	N/A	N/A	
	No-Show Fee			
SENIOR CENTER RIDES	Attendant Fee	\$ -	\$ -	
	Per Trip	\$ 1.50	\$ 1.50	
MICROTRANSIT/ON- DEMAND	Any combination of Fixed			any combination of Fixed Route payment methods
	Route pricing	\$ 4.00	\$ 5.00	
	No-Show Fee	\$ 2.50	\$ 5.00	
EVENING SERVICE	one way			
	work/school	\$ 3.25	\$ 4.00	
	general	\$ 7.00	\$ 8.00	
	no-show flat fee	\$ 6.50	\$ 8.00	

RESOLUTION NO. 123-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE INCREASED FARES TO ALL CATEGORIES OF TRANSIT
SERVICE PROVIDED BY CITYLINK**

WHEREAS, the City of Abilene (City) owns and operates CityLink; and

WHEREAS, the City receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America and Texas Department of Transportation (TXDOT) operating costs; and

WHEREAS, the City also supports CityLink's operating costs through a General Fund subsidy; and

WHEREAS, the last fare increase was October 1, 2007; and

WHEREAS, to reduce the increasing impact to the General Fund a fare increase of all transit categories was considered; and

WHEREAS, the city submitted the proposed fares for FTA review and conducted two public hearings; and

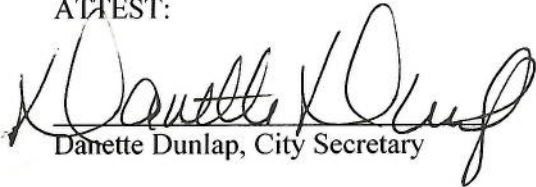
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

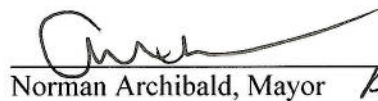
Part 1. That CityLink is authorized to charge the new fares as shown in Attachment A.

Part 2. That this Resolution takes effect October 1, 2016.

ADOPTED this 22nd day of September 2016.

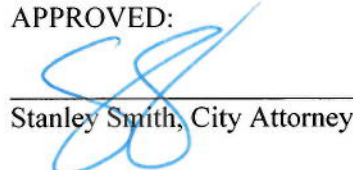
ATTEST:


Danette Dunlap, City Secretary


Norman Archibald, Mayor

Anthony Williams
Mayor Pro-Tem

APPROVED:


Stanley Smith, City Attorney

ATTACHMENT A

To

RESOLUTION NO. 123-2016

FIXED SCHEDULE BUS ROUTE FARES

<u>Media</u>	<u>Approved Fares</u>
Adult Fare	\$ 1.50
Youth Fare	\$ 1.00
Day Pass	\$ 3.00
7 Day Pass	\$15.00
31 Day Pass	\$45.00
7 Day Youth Pass	\$10.00
31 Day Youth Pass	\$25.00

<u>Discounted Fares</u>	
Elderly/Disabled	\$.65
7 Day Elderly/Disabled Pass	\$ 8.00
31 Day Elderly/Disabled Pass	\$20.00

ADA PARATRANSIT FARE STRUCTURE

<u>Media Type</u>	<u>Approved Fares</u>
Regular Service Area Fare	\$ 2.00
Extended Service Area Fare	\$ 3.00
10 Ride Book Regular Service Area	\$20.00
10 Ride Book Extended Service Area	\$30.00
20 Ride Book Extended Service Area	\$60.00

<u>Demand Response/Evening Service</u>	
CDBG Work Fare	\$ 2.50
Evening Service General Fare	\$ 6.00
10 Ride CDBG Book	\$25.00
10 Ride General Fare Book	\$60.00

Proposed CityLink Fares Increases (FY26 and FY27)

		Current Fares	Total Fare Increase	Increase revenue	Fare Effective 11/3/2025	Fare Effective 10/1/2026
FIXED ROUTE	<u>Passes</u>					
	Adult Monthly	\$ 45.00	\$ 61.00	\$ 16.00	\$ 53.00	\$ 61.00
	Elderly/Disabled Monthly	\$ 20.00	\$ 27.00	\$ 7.00	\$ 23.50	\$ 27.00
	Youth monthly	\$ 25.00	\$ 34.00	\$ 9.00	\$ 29.50	\$ 34.00
	Adult Weekly	\$ 15.00	eliminate		N/A	N/A
	Youth Weekly	\$ 10.00	eliminate		N/A	N/A
	Elderly/Disabled Weekly	\$ 8.00	eliminate		N/A	N/A
	Day Pass	\$ 3.00	\$ 4.50	\$ 1.50	\$ 3.75	\$ 4.50
	<u>One way Fares</u>					
	Adult	\$ 1.50	\$ 2.00	\$ 0.50	\$ 1.75	\$ 2.00
	Youth	\$ 1.00	\$ 1.50	\$ 0.50	\$ 1.25	\$ 1.50
	Elderly/Disabled	\$ 0.65	\$ 0.85	\$ 0.20	\$ 0.75	\$ 0.85
	Transfers	free	eliminate		N/A	N/A
PARATRANSIT (ADA)	<u>Ticket Books</u>					
	BA1 (10 rides)	\$ 20.00	\$ 30.00	\$ 10.00	\$ 25.00	\$ 30.00
	BA2 (20 rides)	\$ 60.00	\$ 90.00	\$ 30.00	\$ 75.00	\$ 90.00
			change to \$ 45.00			
	per-trip					
	BA1	\$ 2.00	\$ 3.00	\$ 1.00	\$ 2.50	\$ 3.00
	BA2	\$ 3.00	\$ 4.50	\$ 1.50	\$ 3.75	\$ 4.50
	DIB		eliminate		N/A	N/A
	No-Show Fee					
SENIOR CENTER RIDES	Attendant Fee	\$ -		\$ -	\$ -	\$ -
	Per Trip	Free	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
MICROTRANSIT/ON- DEMAND	any combination of FXRT payment methods		\$ 5.00	\$ 5.00	\$ 2.50	\$ 5.00
	No-Show Fee	N/A	\$ 5.00	\$ 5.00	\$ 2.50	\$ 2.50
EVENING SERVICE	one way					
	work/school	\$ 2.50	\$ 4.00	\$ 1.50	\$ 3.25	\$ 4.00
	general	\$ 6.00	\$ 8.00	\$ 2.00	\$ 7.00	\$ 8.00
	no-show flat fee	\$ 5.00	\$ 8.00	\$ 3.00	\$ 6.50	\$ 8.00

***** ALL PASSES PURCHASED PRIOR TO NOVEMBER 3, 2025 WILL BE VALID UNTIL
SEPTEMBER 30, 2026.

TITLE VI FARE CHANGE EQUITY ANALYSIS

INTRODUCTION

CityLink Transit has proposed a fare change for public comment and consideration by the City of Abilene City Council. This report provides an evaluation of the proposed fare change based upon the FTA (Federal Transit Administration) Title VI Requirements to Evaluate Service and Fare Changes.

Policy

It is policy of CityLink Transit to conduct a fare equity analysis during the planning phase of the potential fare change to determine whether the proposed fare change would have disparate impact on minority populations and /or disproportionate burden on low-income populations.

CityLink Transit defines these impacts as follows:

A disparate impact occurs when the minority percentage of the population adversely affected by any fare change is greater than 8% of the population of CityLink Transit Service area.

A disproportionate impact occurs when the low-income percentage of the population adversely affected by any fare is greater than 8% of the population of the CityLink Transit Service area.

If any disparate impact and/or disproportionate burden is found, CityLink Transit will consider steps to avoid, minimize, or migrate the adverse impacts and reanalyze the modified changes to determine if the impacts are removed or lessened.

FARE CHANGE PROPOSAL AND FARE USGAE

For the purposes of Title VI compliance under FTA Circular 4702.18, only fixed route fares are considered for the disparate impact and disproportionate burden guidelines. Complementary ADA Paratransit fares are guided under a different circular: however, ADA fares were added into the proposal.

CityLink Transit conducted a ridership survey in August 31-September 13, 2025, and the data was utilized from the survey for this equity analysis of fare equities. The survey garnered 172 results during a period of two weeks. The results of the survey as it relates to Title VI and this fare equity analysis are listed below.

Table 1:

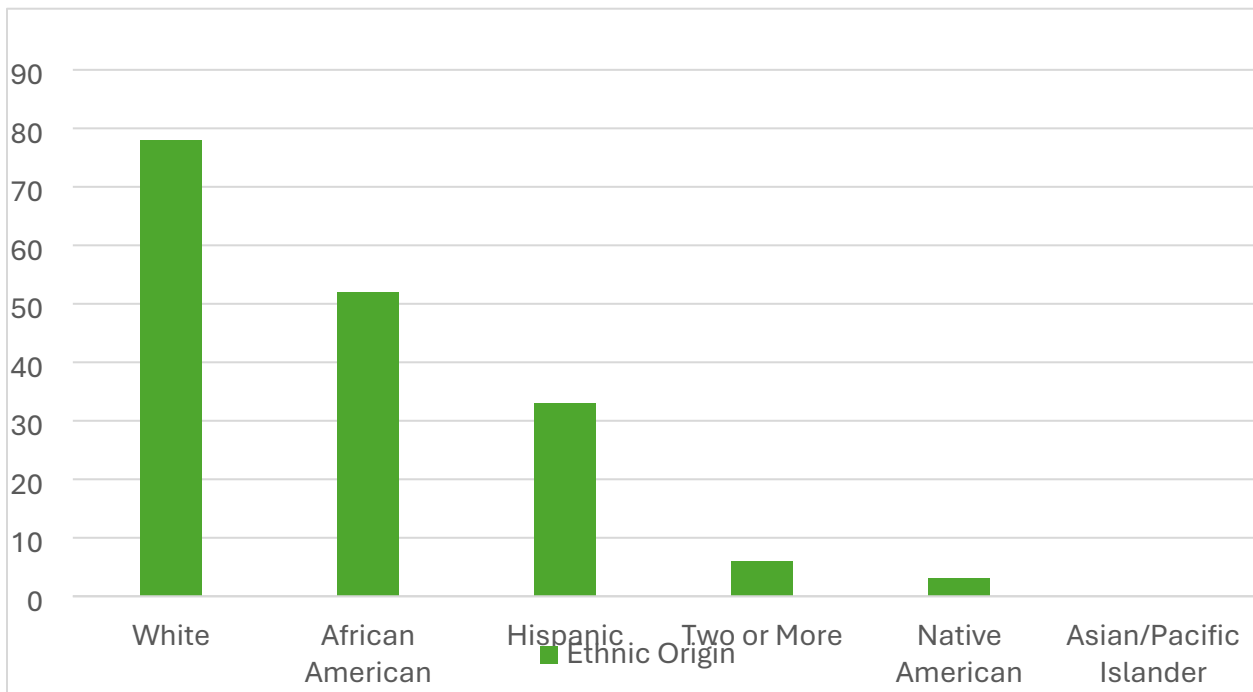
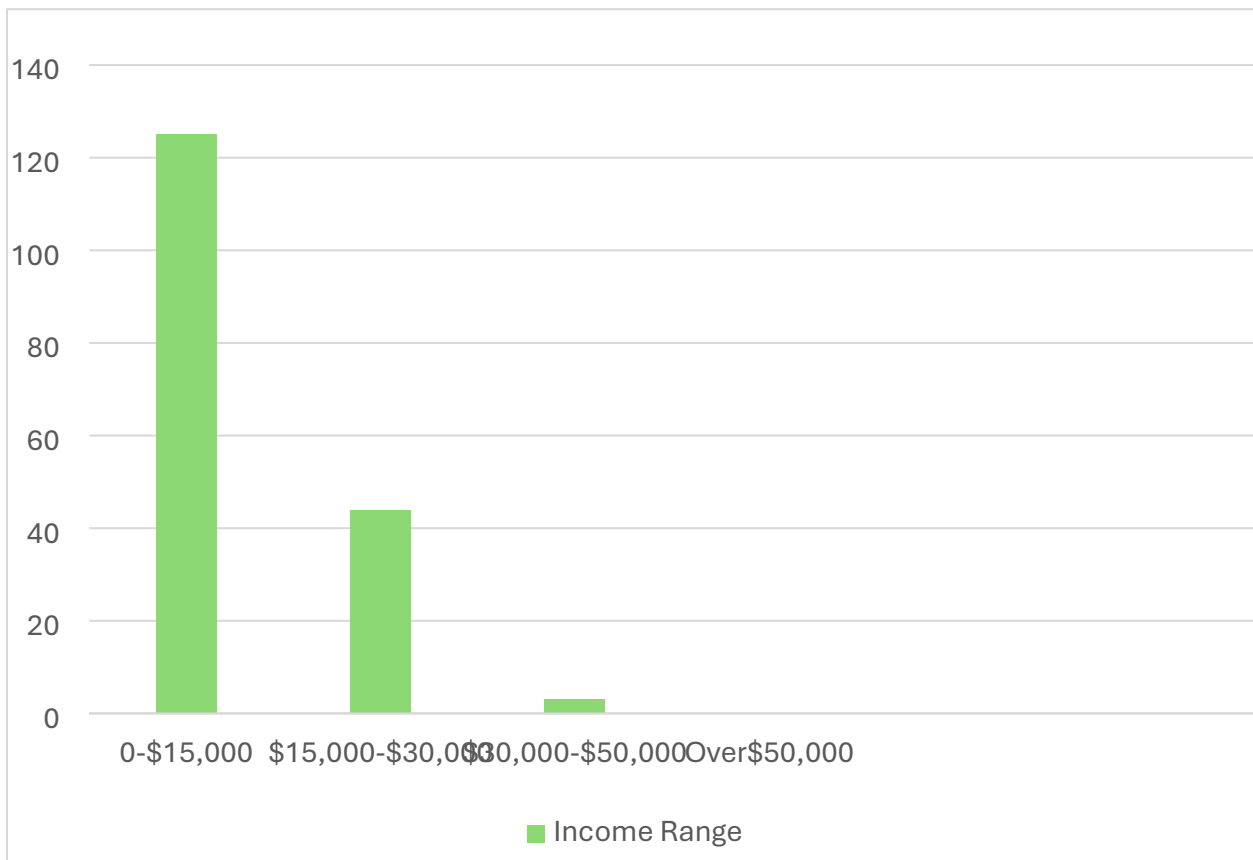


Table 2:



In the survey that was conducted, CityLink Transit also asked the riders of CityLink Transit their openness/acceptance of a different fare increase. The results are listed in the table below with the most acceptable fare increase of the basic fare to \$1.75.

Table 3:



The tables above indicate that 45.34% of CityLink Transit ridership is considered low income and 30.2% of the ridership would be minority riders. It also shows that overwhelmingly the ridership as a whole would support the \$1.75 increase in the general fare.

To conduct the fare equality analysis CityLink Transit utilized data from the ridership survey and from data gathered electronically from the farebox on the buses and cash receipts for fare media purchased at CityLink offices. The data was collected over the course of the year April 2024 through April 2025. Even though ADA fares are not required to be part of the fare equity analysis, CityLink Transit included ADA data in the analysis. The reasoning for the inclusion is CityLink is proposing a complete system increase in fares that would cover all system modes of CityLink Transit, Fixed Route, Complementary ADA Paratransit and Evening Service.

The tables below show the current and media type, the total proposed fares over FY26 and FY27.

Table 3:

		Current Fares	Total Fare Increase
FIXED ROUTE	<u>Passes</u>		
		\$45.0	
	Adult Monthly	0	\$61.00
		\$20.0	
	Elderly/Disabled Monthly	0	\$27.00
		\$25.0	
	Youth monthly	0	\$34.00
		\$15.0	
	Adult Weekly	0	eliminate
		\$10.0	
	Youth Weekly	0	eliminate
	Elderly/Disabled Wweekly	\$8.00	eliminate
	Day Pass	\$3.00	\$4.50
	<u>One way Fares</u>		
	Adult	\$1.50	\$2.00
	Youth	\$1.00	\$1.50
	Elderly/Disabled	\$0.65	\$0.85
	Transfers	free	eliminate
PARATRANSIT	<u>Ticket Books</u>		
		\$20.0	
	(ADA) BA1 (10 rides)	0	\$30.00
		\$60.0	
	BA2 (20 rides)	0	\$90.00

			change to (10 rides)	\$45.00
	per-trip			
	BA1	\$2.00		\$3.00
	BA2	\$3.00		\$4.50
	DIB			eliminate
	No-Show Fee			
	Attendant Fee	\$-		
SENIOR CENTER RIDES	Per Trip	Free		\$1.50
MICROTRANSIT/ ON-DEMAND	any combination of FXRT payment methods			\$5.00
	No-Show Fee	N/A		\$5.00
EVENING SERVICE	one way			
	work/school	\$2.50		\$4.00
	general	\$6.00		\$8.00
	no-show flat fee	\$5.00		\$8.00

Analysis of the percentage of users of the various fares and media type does not indicate any disparate impact or disproportionate burden found. CityLink Transit requested technical assistance from FTA in verification of the methodology and data collection utilized. The review showed the methodology to be valid, and the data collection correct. Although unique, it is possible for the percentage of users to remain virtually the same across all modes of a transit system. This type of occurrence is typically found in those systems where ridership is overwhelmingly transit dependent on low-income riders.

Outreach Plan

CityLink Transit will launch an outreach plan and public comment period September 2025 to educate riders and public about potential fare changes prior to submitting to City Council in October 2025. CityLink Transit will collect feedback from both the riders and the public about the possible fare changes as well as general stakeholders and community groups.

Activities During Public Comment Period.

Articulating the proposed fare change could affect all riders, not just the traditionally represented populations.

Conduct 2 public hearings.

Directly inform and engage existing CityLink Transit passengers through various outlets and media.

Comply with and go beyond FTA Title VI intents related to engagement.

A public outreach report compiling prior to the results of the public comments will be completed prior to the submittal of the proposed fare changes to the city council for review.

City Council Meeting





CityLink Fares Increases

- CityLink's fares were last increased (Resolution 123-2016) effective October 1, 2016.
- Since that time, the increased cost of operating CityLink has been absorbed by operating grants from TXDOT and the Federal Transit Administration.
- During the very high inflationary periods of 2020-2023, CityLink used COVID-related federal grants to help offset those inflationary pressures and delay the need to increase fares.



- Additionally, City Council approved an additional \$743,125.00 from the General Fund for FY26 to help fund increased personnel costs to help with staff recruiting and retainage.
- The Department of Transportation Services and CityLink recognize that fare increases may impose an additional financial burden on many of its users, but increased user fees are now unavoidable and will be combined with the increased City budgeted funds to meet the higher operating costs.
- Fares are proposed to increase November 3, 2025, and October 1, 2026. The fares are detailed as a file in the packet.



Questions?





City Council Agenda Memo

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Annette Lerma, Director

SUBJECT: **12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action to Amend the Fee Schedule Ordinance to Increase the Permit Fee For Certain Food Establishment Permits (*Annette Lerma*)**

GENERAL INFORMATION

SB1008 states in part that locals cannot exceed the state fee for any food establishment permit. It also mandates that locals cannot charge any fee that the state does not have in their fee schedule. See the presentation for details on what permits must be removed and lowered to match the state's fee. Most of our fees are significantly lower than the state's fees and some jurisdictions around the state have increased all of their fees to match the state. In consideration for local businesses, we recommend only raising our fees by ten percent. This is in anticipation of the impact HB2844 will have on our ability to collect revenue for all mobile food units (MFU) that vend within the City of Abilene. HB2844, although it states it is effective September 1, 2025, the part that will impact us will go into effect July 1, 2026. At that time, the state becomes the only authorized permitter and regulator of all MFUs in Texas. The intent of the law is to provide a consistent set of regulations for vendors that often travel to multiple jurisdictions and eliminate confusion and cost. While the intent is great, the impact to public health may be detrimental in practice. The state was given no additional revenue to hire inspectors and administrative staff to regulate all MFU operating in the state of Texas. They have expressed their desire to contract with locals to continue the inspection portion, but made it clear that locals will have no authority to permit or shut a MFU down for non-compliance with Texas Food Establishment Rules. The state must do all regulatory activities.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

We do not yet know what revenue we may be able to earn if we choose to contract with the state to do inspections, but knowing they did not receive any additional funding to implement this mandate, we anticipate it will not replace our lost revenue. See attachment for different scenarios considered and the funding impact for each.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2025 Fee Ordinance Amendment - environmental health fees
2. Exhibit A Fee Ordinance Food Establishments
3. EH Fee Schedule Scenarios_10.2.25
4. City Council Presentation_Food Establishment Fee Changes_Oct 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 63-2025 AND AMENDING FEES AND CHARGES FOR ENVIRONMENTAL HEALTH FOOD ESTABLISHMENT PERMIT, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 63-2025 ("Fee Ordinance") on August 14, 2025 setting fees and charges commencing on October 1, 2025; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to amend health food establishment fees and discontinue fees that are no longer authorized; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PASSED ON FIRST READING on the 9th day of October, A.D. 2025.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
23rd day of October, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Temporary food permit and/or inspection	\$52.00/event \$75.00
Food permits 4 times a year	\$385.00 \$350.00
Food permits 3 times a year	\$302.00 \$275.00
Food permits 2 times a year (and multi-seasonal)	\$220.00 \$200.00
Food permit 1 time a year	\$100.00 \$75.00
Food permit 1 time a year (temporary, non-profit, ball parks)	\$75.00
Food permit 1 time a year (seasonal) – snow cone 9-month option	\$100.00
Re-inspection fee for food establishment permit	\$75.00
Biannual school inspection fee Step-increase of \$50 for subsequent re-inspections	\$82.00
Late permit fee assessed January 15th, if paid January 16-January 31 (in addition to permit fee)	\$100.00 \$50.00
Late permit fee, if paid after January 31 – (in addition to permit fee)	\$100.00
Mobile food truck/trailer permit	\$200.00
Late temporary food permit (express processing)	\$50.00
Catering add-on to annual permit (waives requirement to submit Temp Event App/Fee for each occurrence)	\$200.00
Express permit inspection (less than 48 hours notice)	\$50.00

Fee Schedule Notes and Scenarios

The estimated **revenue loss** due to SB 1008 and HB 2844 is **\$34,500** annually due to no longer permitting mobile food units, daycare kitchens, or non-profits organizations, decreasing the fee for temporary event food vendors, and removal of plan review fees and the catering permit add-on.

Note: The following scenarios only account for food establishment revenue. Revenue from pool/spa permits is not included. Current revenue from mobile food units, daycare kitchens, non-profits, plan review fees, and catering permits are not included either.

For reference, the **current fee** schedule numbers are as follows:

4 Timers- $\$350 \times 191 = \$66,850$

3 Timers- $\$275 \times 142 = \$39,050$

ISD Schools- $\$75 \times 34 = \$2,550$

For Profit Schools- $\$75 \times 4 = \300

2 Timers- $\$200 \times 277 = \$55,400$

1 Timers - $\$100$ or $\$75$ (depending on type) $\times 36 = \$2,850$

Temporary Event Permits - $\$75 \times 100$ (estimate) = $\$7,500$

TOTAL \$174,500

Scenario #1 – Match the State fee schedule

4 Timers- $\$773 \times 191 = \$147,643$

3 Timers- $\$515 \times 142 = \$73,130$

ISD Schools- $\$300 \times 34 = \$10,200$

For Profit Schools- $\$258 \times 4 = \$1,032$

2 Timers- $\$258 \times 277 = \$71,466$

1 Timers- $\$100 \times 36 = \$3,600^*$

Temporary Event Permits - $\$52 \times 100$ (estimate) = $\$5,200$

TOTAL \$312,271 (an increase in revenue of \$137,771)

Scenario #2 – Match the State fee schedule except in the case of schools, which would continue to be charged \$75 annually, whether for profit or ISD

4 Timers- $\$773 \times 191 = \$147,643$

3 Timers- $\$515 \times 142 = \$73,130$

ISD Schools- $\$75 \times 34 = \$2,550$

For Profit Schools- $\$75 \times 4 = \300

2 Timers- $\$258 \times 277 = \$71,466$

1 Timers- $\$100 \times 36 = \$3,600^*$

Temporary Event Permits - $\$52 \times 100$ (estimate) = $\$5,200$

TOTAL \$303,889 (an increase in revenue of \$129,389)

Scenario #3 – Increasing fees by 10% where allowed

4 Timers- $\$385 \times 191 = \$73,535$

3 Timers- $\$302 \times 142 = \$42,884$

ISD Schools- $\$82 \times 34 = \$2,788$

For Profit Schools- $\$82 \times 4 = \328

2 Timers- $\$220 \times 277 = \$60,940$

1 Timers- $\$100 \times 36 = \$3,600^*$

Temporary Event Permits- $\$52 \times 100$ (estimate) = $\$5,200$

TOTAL \$189,275 (an increase in revenue of \$14,775)

Scenario #4 – Increasing fees by 25% where allowed

***This option fully recoups the revenue lost due to SB 1008 and HB 2844.**

4 Timers- $\$438 \times 191 = \$83,658$

3 Timers- $\$344 \times 142 = \$48,848$

ISD Schools- $\$94 \times 34 = \$3,196$

For Profit Schools- $\$94 \times 4 = \376

2 Timers- $\$250 \times 277 = \$69,250$

1 Timers- $\$100 \times 36 = \$3,600^*$

Temporary Event Permits- $\$52 \times 100$ (estimate) = $\$5,200$

TOTAL \$214,128 (an increase in revenue of \$39,628)

Proposed Food Establishment Fee Schedule Changes

October 9, 2025





89th Legislative Session

Senate Bill 1008

- Effective date September 1, 2025
- Limits local food establishment permit requirements
- Limits local food establishment fees
- Requires a copy of the fee schedule to be included in the DSHS registry
- Requires stakeholder notice for fee schedule, permit, or inspection protocol revision via email to stakeholders at least 60 days prior to revision effectiveness

House Bill 2844

- DSHS to act as permitting authority for mobile food units as of July 1, 2026, after which time local revenue from permitting fees will end
- Full financial impact unknown. Will depend on whether City of Abilene enters into a collaborative agreement with DSHS and what reimbursement rates will be





S.B. 1008 Impact on Environmental Health

- Senate Bill 1008 impact on Environmental Health revenue
 - May no longer permit daycare kitchens or non-profit organizations
 - Restrictions on late fees and reinspection fees
 - Step-increases removed
 - Annual fees may not exceed what DSHS would charge biennially, including any processing fees or added costs
 - Express processing fee for temporary event vendors removed
 - Plan review fee removed
 - Preliminary inspection fee removed
 - Catering Permit add-on removed
 - Temporary permit fee decreased to \$52/event





Current Fee Schedule for Food Establishments

- Food permit 4 times a year - \$350
- Food permit 3 times a year - \$275
- Food permit 2 times a year - \$200
- Food permit 1 time a year - \$75
- Food permit 1 time a year (temporary, non-profit, ball parks) - \$75
- Food permit 1 time a year (seasonal, snow cone 9-month) - \$100
- Re-inspection fee - \$75 with step-increases of \$50 for sub. reinspections
- Late fee, Jan 15th - \$50
- Late fee, Jan 31st - \$100
- Plan review fee - \$100
- Preliminary inspection fee - \$50
- Catering permit add-on - \$200
- Temporary food permit and/or inspection - \$75
- Temporary permit express processing - \$50

*Please note that Swimming Pool/Spa fees and Mobile Food Unit fees are not included in this presentation as no changes are proposed at this time for those fees.





Proposed Fee Schedule for Food Establishments

- Proposed 10% increase on applicable food establishment permit fees to mitigate, in part, loss of revenue due to Senate Bill 1008
- Proposed fee schedule:
 - Food permit 4 times a year - \$385
 - Food permit 3 times a year - \$302
 - Food permit 2 times a year - \$220
 - Food permit 1 time a year - \$100
 - Simplifying the 1-timer permit to single category
 - Temporary event permit - \$52/event
 - Biannual school inspection fee - \$82
 - Schools currently charged as non-profits
 - Schools required to have 2 inspections yearly
 - Permit no longer to be issued
 - Applies to both ISDs and for-profit schools
 - Late permit fee assessed January 15th - \$100
 - Reinspection fee - \$75





Revenue Impact

- Estimated total loss in revenue: -\$34,500
- Estimated total increase with recommended 10% increase: +\$14,775

Options considered:

- Match state fee (which SB1008 allows locals to do): estimated total increase in revenue would be +\$137,771
- 25% increase would essentially break even: +\$39,628

Considerations:

- Wanted to be sensitive to local business
- Still unknown what state contracted fee will be for Mobile Food Inspections
- Fees collected for FY 25 permits but not FY 26





Current Recommendation

- Increase food establishment fees by 10%
- Register fees with DSHS registry as required by statute
- Notify local food establishments 60 days prior to implementation as required by statute
- Contract with DSHS to conduct Mobile Food Unit inspections at their request
- Evaluate impact once state rules are implemented July 1, 2026
- Adjust fees as needed to further offset costs in FY 27

*Since HB2844 (state becomes only authorized regulator for MFU) does not go into effect until July 1, 2026, we are operating at status quo regarding MFUs until that date





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Stanley Smith, City Attorney

SUBJECT: **13. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, Motor Vehicles and Traffic, Article I, In General, Section 18-11, Use of Golf Carts on Public Streets. (Stanley Smith)

GENERAL INFORMATION

Pioneer Drive Baptist Church is renovating its campus to include the demolition of its current sanctuary. During the construction, access to many of the facilities at Pioneer Drive Baptist Church will be blocked or otherwise impassable, and the use of golf carts to transport members and guests of the church around its campus and to and from the parking lots would be beneficial.

The City of Abilene seeks to accommodate and assist Pioneer Drive Baptist Church.

Texas Transportation Code, section 551.404 grants a municipality the authority to allow an operator to operate a golf cart on all or part of a highway.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the amendment to the Ordinance to allow the use of golf carts by Pioneer Drive Baptist Church during its campus renovations.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Enacting Ordinance Golf Carts PDBC
2. Exhibit A - Golf Carts PDBC
3. Golf Carts PDBC

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE I, “IN GENERAL,” SECTION 18-11, “USE OF GOLF CARTS ON PUBLIC STREETS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, Pioneer Drive Baptist Church is renovating its campus to include the demolition of its current sanctuary; and

WHEREAS, during the construction, access to many of the facilities at Pioneer Drive Baptist Church will be blocked or otherwise impassable, and the use of golf carts to transport members and guest of the church around its campus and to and from the parking lots would be beneficial; and

WHEREAS, the City of Abilene seeks to accommodate and assist Pioneer Drive Baptist Church; and

WHEREAS, the Texas Transportation Code, section 551.404 grants a municipality the authority to allow an operator to operate a golf cart on all or part of a highway.

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

PART 1: That Chapter 18, “Motor Vehicles And Traffic,” Article I, “In General,” Sections 18-11, “Use Of Golf Carts On Public Streets,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. 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.

APPROVED ON FIRST READING the 9th day of October, 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 19th day of October, 2025, the same

being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 23rd day of October, 2025, to permit the public to be heard.

APPROVED AND PASSED ON FINAL READING this 23rd day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Sec. 18-11. - Use of golf carts on public streets.

(a) Annually, from November 1 until December 31, parcel delivery services, including but not limited to United Parcel Service of America, Inc., and FedEx Corp., may operate a golf cart on a portion of a public street within the City of Abilene that is:

- (1) Within two (2) miles of a golf course;
- (2) Has a speed limit of not more than thirty-five (35) miles per hour;
- (3) Provides for no more than two (2) lanes of vehicular traffic per direction; and
- (4) Is not designated as part of the state or federal highway system.

(b) A golf cart operated pursuant to ~~section (a)~~~~this article~~ must have headlamps, tail lamps, reflectors, a parking brake, and mirrors. Any employee of a parcel delivery service that operates a golf cart pursuant to this section must possess a valid state license to operate a motor vehicle.

(c) On Sundays and Wednesdays, an operator may operate a golf cart on a portion of a public street in the City of Abilene that is immediately adjacent to Pioneer Drive Baptist Church, the same being portions of Pioneer Drive, South 7th Street, Potomac Avenue, and Buccaneer Drive. A golf cart operated must have headlamps, taillamps, reflectors, parking brake, and mirrors. Any operator of a golf cart pursuant to this section must possess a valid state license to operate a motor vehicle.

**AMENDING CHAPTER 18, “MOTOR
VEHICLES AND TRAFFIC,” ARTICLE I,
“IN GENERAL,” SECTION 18-11, “USE OF
GOLF CARTS ON PUBLIC STREETS”**





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (Final Reading) Z-2025-25:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owners, To Amend The Terms And Conditions Of A Planned Development District (PDD-104), Specifically To Allow For Multi-Family (MF) Base Zoning In Tract 4. Located Along East South 27th Street. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property is zoned PD-104. The applicant would like to amend the terms of this Planned Development District to allow multi-family uses in Tract 4 of the PD.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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. Zoning Application
4. Oldham Oaks Ct
5. Prelim Site Plan
6. Site Exhibit
7. Survey
8. Oldham Oaks Ct
9. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-104 AND ORDINANCE NO. 24-2006, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 24-2006, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

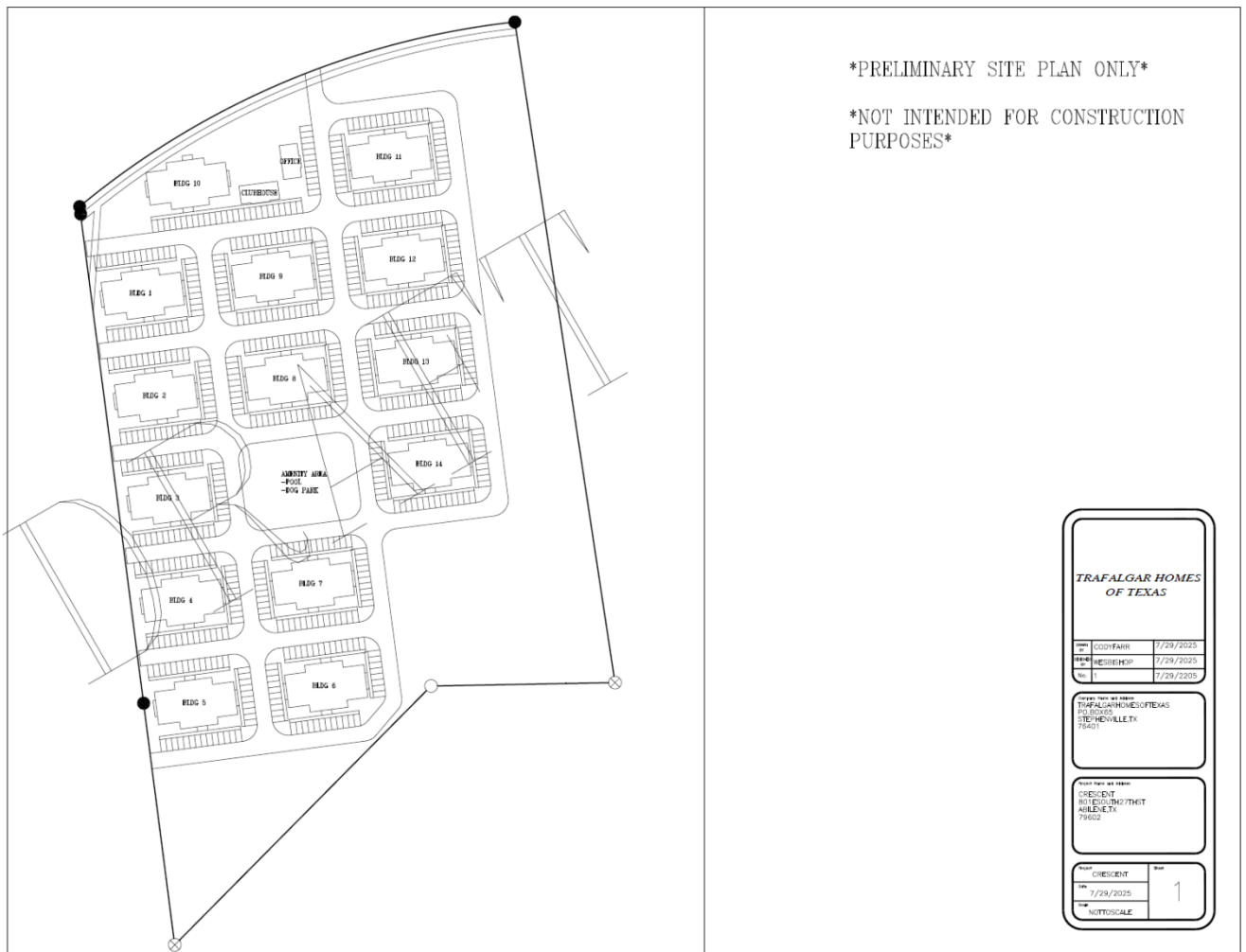
Request: Amend the terms and conditions of a Planned Development District (PDD-104). Specifically, to allow Multi-Family (MF) zoning within Tract 4.

ADD: Tract 4:

- a. The use and development of land in Tract 4 shall be generally governed by the following four zoning classification as well as by provision expressed in Part 7.B.14 of this ordinance

4. Residential Multifamily (MF) District

ADD: CONCEPTUAL PLAN



END

ZONING CASE

Z-2025-25

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
City Council 1st Reading: September 25, 2025
City Council 2nd Reading: October 9, 2025

Applicant

NJH Investment Corp.

Case Manager

Adam Holland – Planner

Request

Amend the terms of PD-104 to allow multi-family residential.

Location

700-900 block of ES 27th Street

Background

The subject property is zoned PD-104. The applicant would like to amend the terms of this Planned Development District to allow multi-family uses in Tract 4 of the PD.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant/State School
East	PD-104	Multi-family
South	PD-107	Vacant
West	PD-104	Single-family Residences/Agriculture

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) **Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

- (2) **Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

- (3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

This property is currently serviced by all public utilities.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Application
- Survey
- Preliminary site plan
- Site exhibit
- Ordinance
- Responses

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 15, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ABILENE BIBLE CONFERENCE ASSO	3103 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3113 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3125 OLDHAM LN	40123	
WEST CENTRAL TEXAS COUNCIL		974626	
SKINNYS INC	3151 OLDHAM LN	39994	
SKINNYS INC	3244X LOOP 322	39994	
MARTIN SCOT A & AMY	1005 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1001 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTL CREEK DR	35905	
TRINITY BAPTIST CHURCH		1005693	
WEATHERBEE CONSTRUCTION INC	665 ES 27TH ST	106962	
WEATHERBEE CONSTRUCTION INC		106800	

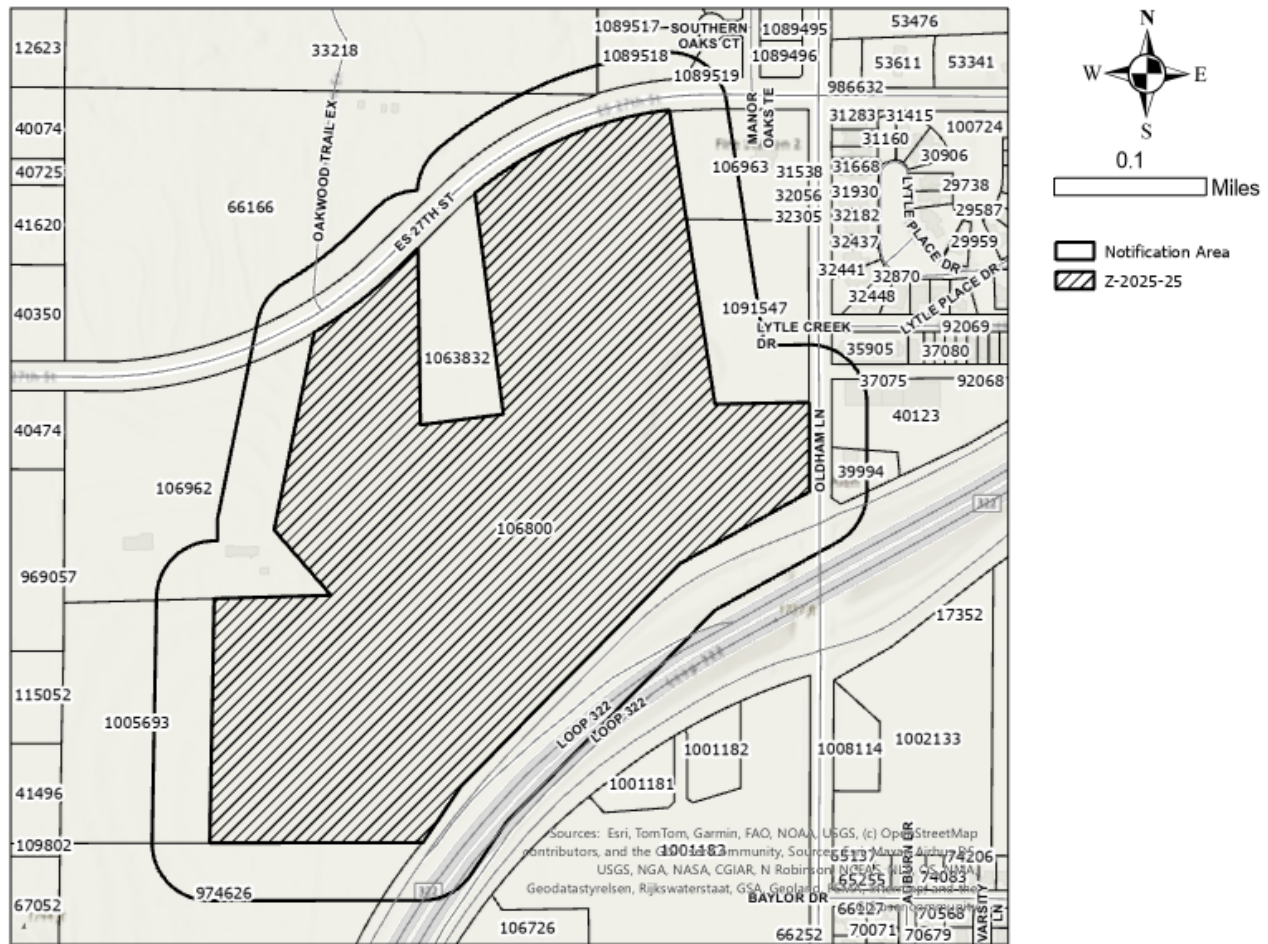
ABILENE STATE SCHOOL	901 ES 27TH ST	106963	
TX TRAILS ABILENE 2020 LTD	733 ES 27TH ST	1063832	
ABILENE STATE SCHOOL	2400 MAPLE ST	66166	
OLDHAM OAKS LLC	909 SOUTHERN OAKS CT	1089519	O
OLDHAM OAKS LLC	901 SOUTHERN OAKS CT	1089518	O
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 554	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 613	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 521	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 593	33218	
DENMARK STORAGE LLC	3201 OLDHAM LN	1091547	

PROPERTY ID

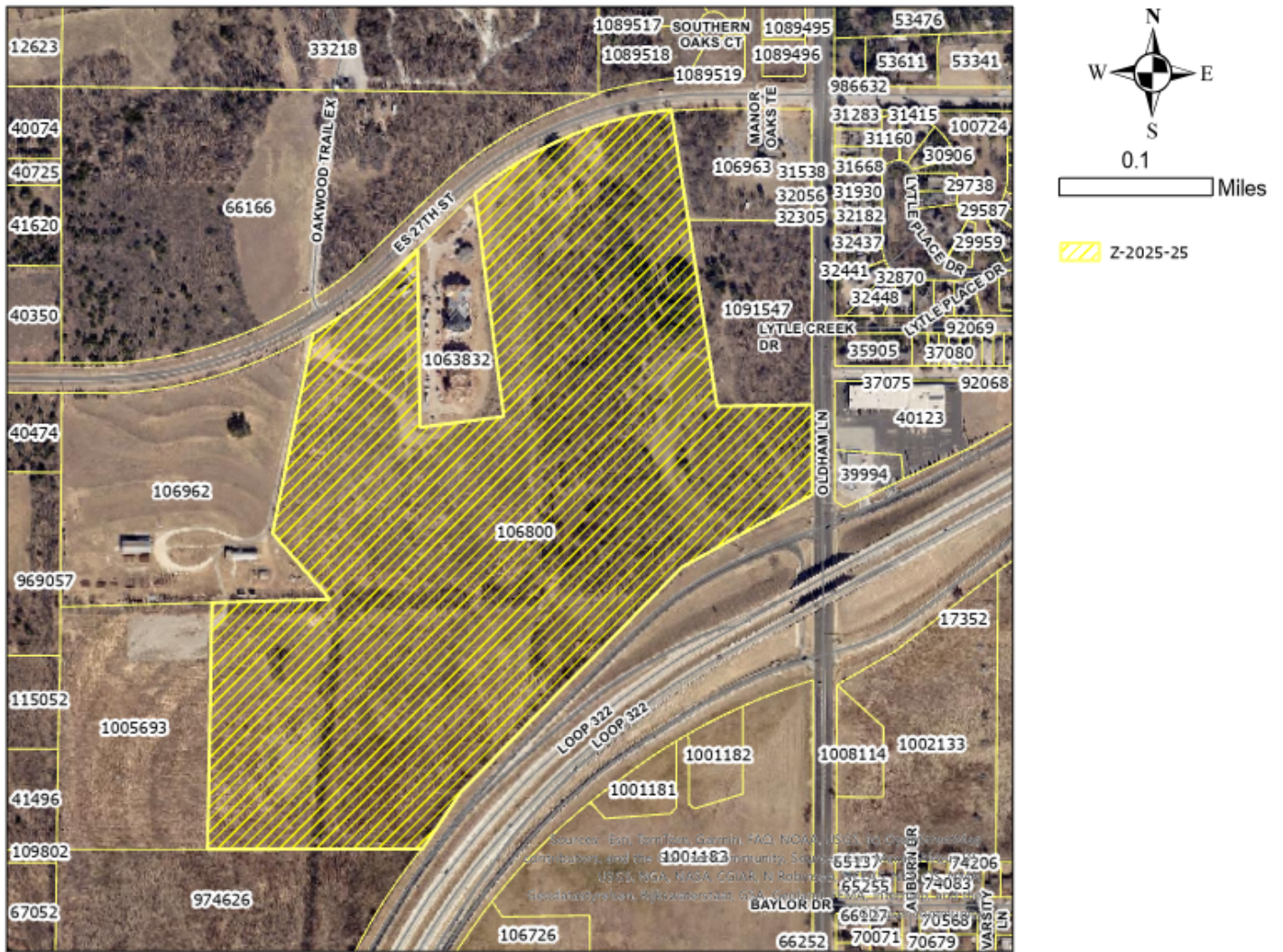
Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 554	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 613	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 521	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 593	33218	
MARTIN SCOT A & AMY	1005 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1001 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTL CREEK DR	35905	
SKINNYS INC	3151 OLDHAM LN	39994	
SKINNYS INC	3244X LOOP 322	39994	
ABILENE BIBLE CONFERENCE ASSO	3103 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3113 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3125 OLDHAM LN	40123	
ABILENE STATE SCHOOL	2400 MAPLE ST	66166	
WEATHERBEE CONSTRUCTION INC		106800	
WEATHERBEE CONSTRUCTION INC	665 ES 27TH ST	106962	
ABILENE STATE SCHOOL	901 ES 27TH ST	106963	
WEST CENTRAL TEXAS COUNCIL		974626	
TRINITY BAPTIST CHURCH		1005693	
TX TRAILS ABILENE 2020 LTD	733 ES 27TH ST	1063832	
OLDHAM OAKS LLC	901 SOUTHERN OAKS CT	1089518	O
OLDHAM OAKS LLC	909 SOUTHERN OAKS CT	1089519	O
DENMARK STORAGE LLC	3201 OLDHAM LN	1091547	

NOTIFICATION MAP



LOCATION MAP



Sources: Esri, TomTom, Garmin, contributors, and the **100148** USGS, MGA, NASA, **100148** bodatasyseken, Rijkswatersta





ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit ☒ Rezoning ☐ Easement Release
☒ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: PD-104 TRACT 4
Address: 801 East South 27th Number of Lots: _____ Acreage: 17.31
Legal Description: A0781 Sur 62 B A L Ne/4
Subdivision Name: A0781 Block: _____ Lot: _____
Current Zoning: PDD MD-2 (18 UNITS/ACRE) Proposed Zoning (if applicable): PDD MF (24 UNITS/ACRE)

OWNER AND AUTHORIZATION

Owner Name: NJH Investment Corp
Address: PO Box 65
City, State, Zip: Stephenville, Tx 76402 Fax: _____
Phone: 254-968-1005 Email: andyhansen11@outlook.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: *[Signature]* Date: 7/29/2025
Andy Hansen - President of NJH Investment Corp.

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____



ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--|--|--|-------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☒ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☒ PD | Planned Development District |
| ☐ CU | College & University | ☐ MF | Multi-Family |
| ☐ NO | Neighborhood Office | ☐ | Neighborhood Empowerment Zone |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Trafalgar Homes of Texas, LLC sees a great opportunity for high quality **market-rate** multifamily development in the Lytle/South Abilene area. The 17.3 acre Tract 4 of PD-104 provides an ideal location for development. We are already developing the area to the West (Tract 5) and see potential for further development here. We can most effectively serve the area, make best use of the land, and provide highest quality amenities if zoning is upgraded from MD to ME. The large drainage area on the east side of the lot would be challenging for SF development.

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?

We believe increasing the zoning to MF remains in the spirit of the adopted Comprehensive Plan and will encourage continued quality and sustainable development.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Yes. There is already MF to the West. Fire dept to the East and most likely commercial development coming to Oldham and Loop 322. State School to the North.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes

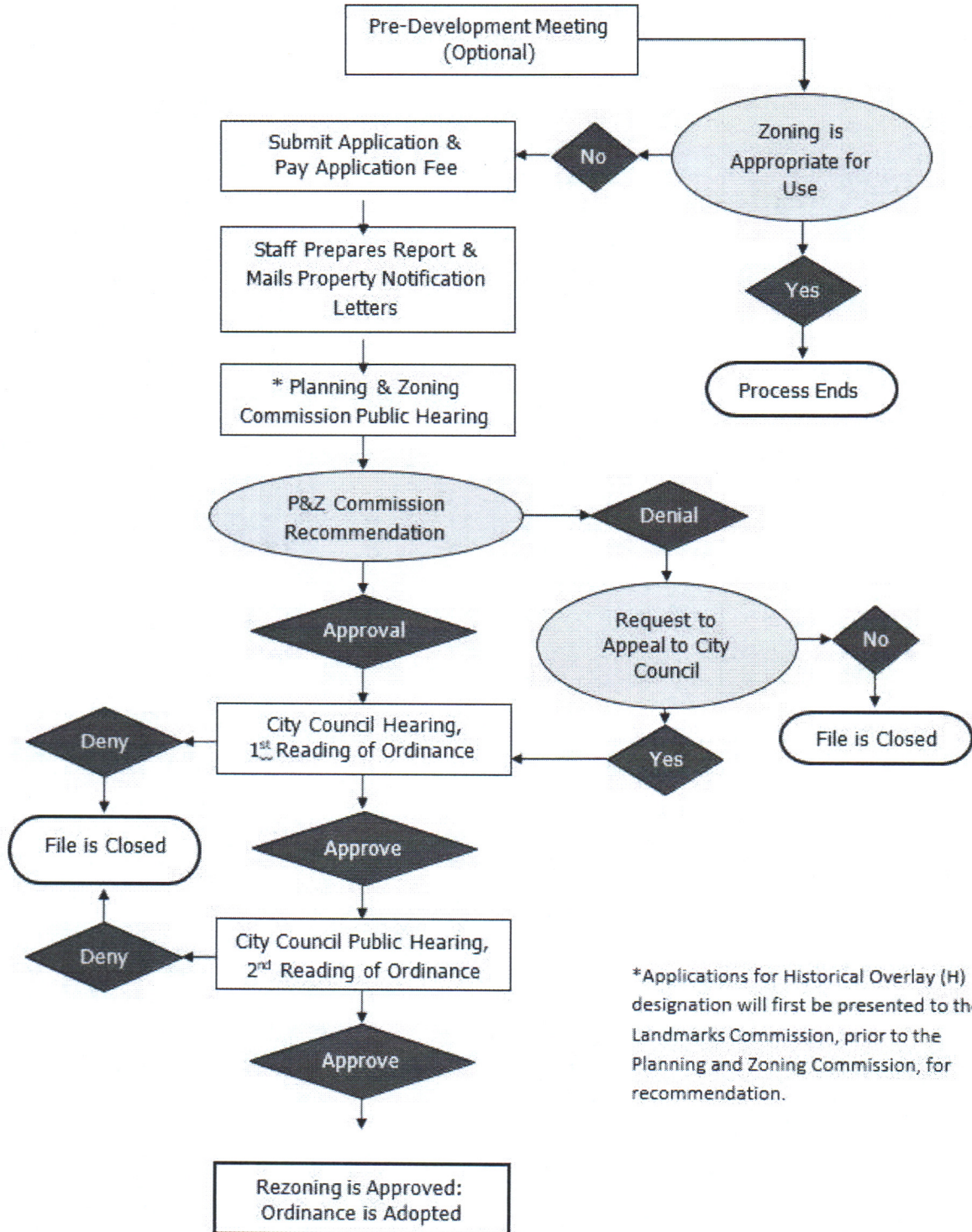
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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





ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: A0781

Zoning Classification(s): MD

Location: 801 ES 27th

Total Number of Acres: 17.31

Total Number of Lots:

Property Owner Information & Authorization

Name/Company: NJH Investment Corp

Address: PO Box 65

City: Stephenville

State: TX

Zip Code: 76402

Phone: 254-968-1005

Email: andyhansen11@outlook.com

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Matt McGowen, Trafalgar Homes (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: Andy Hansen - President

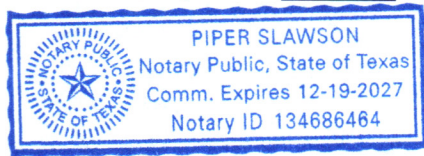
Date: 7/29/2025

STATE OF: Texas

COUNTY OF: Erath

BEFORE ME, a Notary Public, on this day personally appeared Andy Hansen (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 29th day of July, 20 25



Piper Slawson
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(specify): Project Manager

Name: Matt McGowen

Company: Trafalgar Homes of Texas

Address: PO BOX 65

City: Stephenville

State: Tx Zip Code: 76402

Number: 3256601744

Email: dmattmcgowen@gmail.com



ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.
- C. State all information upon which you base the belief (use additional paper, if necessary).

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

Name of Certifying Person (print): Matt McGowen

Property Owner Project Representative ☒

Signature of Certifying Person: Matt McGowen

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads



ZONING APPLICATION

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____ *[Signature]* President

DATE: 7/29/2025



ZONING APPLICATION

THE STATE OF TEXAS)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of July 29, 2025

A handwritten signature in blue ink, appearing to read "Andy Hansen".

Andy Hansen - President of NJH Investment Corp.

*(cross out the inapplicable phrase)

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-25

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 25 PM 10:51

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

Requestor's Parcel ID: 106800

Your Name:

OLDHAM OAKS LLC

I am in favor of the request ☐

Requestor's Property Zoning: PD-104

Your Property Address:

909 SOUTHERN OAKS CT

Requestor's Proposed Zoning: PD-104

Your Parcel ID:

1089519

Signature:

Zane 7 Builders

I am opposed to the request ☒
I own 25 lots in
Oldham Oaks. I'm
opposed 25 times. 😊



PRELIMINARY SITE PLAN ONLY

NOT INTENDED FOR CONSTRUCTION PURPOSES

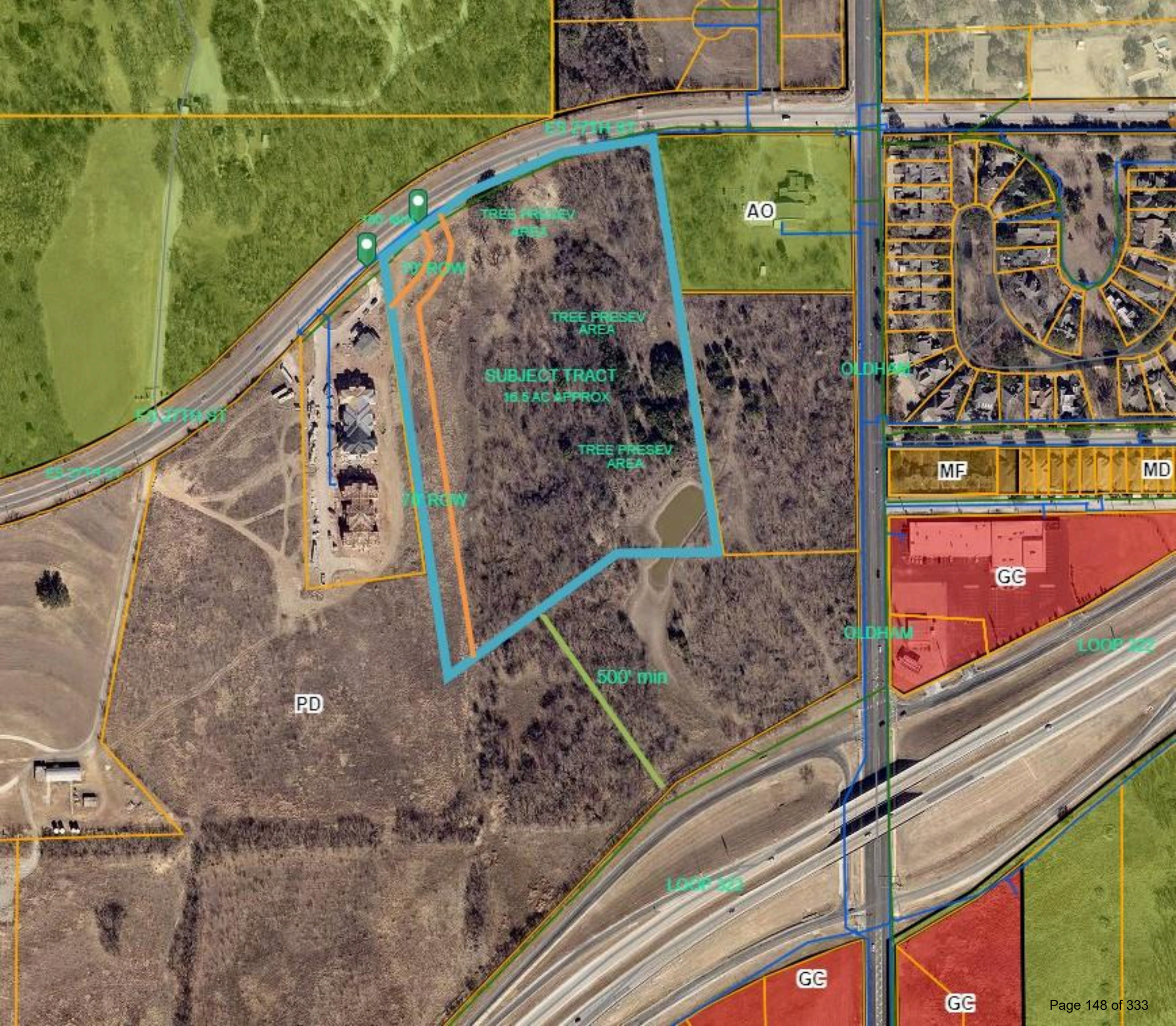
*TRAFALGAR HOMES
OF TEXAS*

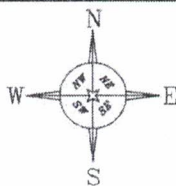
Drawn By	CODYFARR	7/29/2025
Designed By	WESBISHOP	7/29/2025
No.	1	7/29/2205

Company Name and Address
TRAFALGARHOMESOFTEXAS
P.O. BOX 65
STEPHENVILLE, TX
76401

Project Name and Address
CRESCENT
801 ESOUTH 27TH ST
ABILENE, TX
79602

Project	CRESCENT	Sheet
Date	7/29/2025	1
Scale	NOT TO SCALE	





0 300 600
SCALE IN FEET

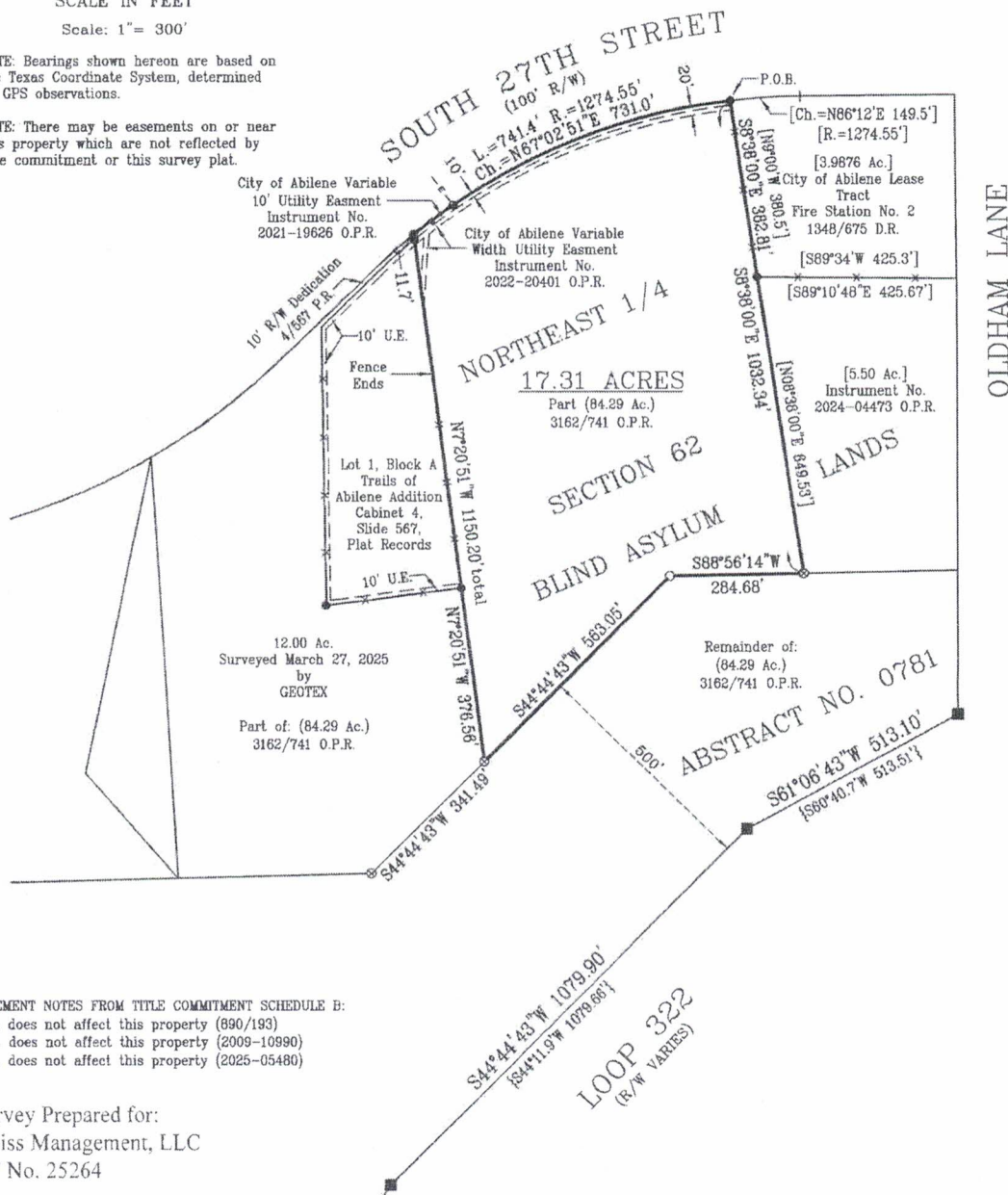
Scale: 1" = 300'

NOTE: Bearings shown hereon are based on the Texas Coordinate System, determined by GPS observations.

NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat.

Legend

- ⊗ = Found 3/8" rebar
- = Found 1/2" rebar
- = Set 3/8" rebar
- = Existing Concrete Highway Monument
- x- = Fence
- = Power Pole
- E- = Overhead Power Line
- () = Record Call
- [] = Adjoiner Recorded Call
- U.E. = Utility Easement
- R/W = Right of Way
- Ac. = Acres
- D.R. = Deed Records
- O.P.R. = Official Public Records
- P.O.B. = Place of Beginning
- Ch. = Chord
- R. = Radius
- L. = Length



EASEMENT NOTES FROM TITLE COMMITMENT SCHEDULE B:

- 10.c. does not affect this property (890/193)
- 10.d. does not affect this property (2009-10990)
- 10.e. does not affect this property (2025-05480)

Survey Prepared for:
Swiss Management, LLC
GF No. 25264

I hereby certify to Swiss Management, LLC and Cross Timbers Title Company, this to be a correct plat of 17.31 acres out of the Northeast 1/4 of Section 62, Blind Asylum Lands, Abstract No. 0781, Taylor County, Texas, said 17.31 acres being part of an 84.29 acre tract described in Volume 3162, Page 741, Official Public Records, Taylor County, Texas and being more particularly described by attached field notes.

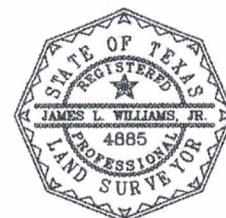
SEE ATTACHED FIELD NOTES.

Surveyed on the ground June 30, 2025.

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.)

GEOTEX PROPERTY SOLUTIONS, LLC
4701 South 3rd Street
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

File No: 135-54-25
File Name: McGowen 17.31 Ac Tract
Location: X:\ATaylor\2025\
Geotex Property Solutions Drawn by:
© 2025 All Rights Reserved RL



James L. Williams, Jr.
RPLS #4885

FIELD NOTES
17.31 ACRES

BEING 17.31 acres out of the Northeast 1/4 of Section 62, Blind Asylum Lands, Abstract No. 0781, Taylor County, Texas, said 17.31 acres being part of an 84.29 acre tract described in Volume 3162, Page 741, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found in a curve on the south line of South 27th Street (100 foot right-of-way), at the northwest corner of a 3.9876 acre tract recorded in Volume 1348, Page 675, Deed Records, Taylor County, Texas, for the northeast corner of this tract;

THENCE S8°38'00"E at 382.81 feet pass a 1/2" rebar found at the southwest corner of said 3.9876 acre tract and the northwest corner of a 5.50 acre tract recorded in Instrument No. 2024-04473, Official Public Records, Taylor County, Texas and continue along for a total distance of 1032.34 feet to a 3/8" rebar found at the southwest corner of said 5.50 acre tract, for the southeast corner of this tract;

THENCE S88°56'14"W 284.68 feet, over and across said 84.29 acre tract, to a 3/8" rebar, with GEOTEX cap, set for an interior corner of this tract;

THENCE S44°44'43"W 563.05 feet, over and across said 84.29 acre tract, to a 3/8" rebar, with GEOTEX cap, found for the southwest corner of this tract;

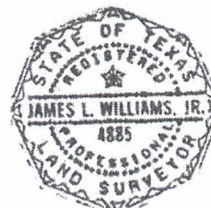
THENCE N7°20'51"W at 376.56 feet pass a 1/2" rebar found at the southeast corner of Lot 1, Block A, Trails of Abilene Addition, as shown by plat recorded in Cabinet 4, Slide 567, Plat Records, Taylor County, Texas, at 1138.50 feet pass a 1/2" rebar found at the northeast corner of said Lot 1 and continue along for a total distance of 1150.20 feet to a 1/2" rebar found on the south right-of-way line of South 27th Street and the north boundary line of said 84.29 acre tract, for the northwest corner of this tract;

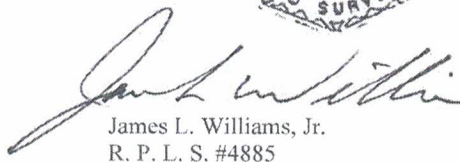
THENCE along said curve, to the right, having a radius of 1274.55 feet, an arc length of 741.41 feet and a chord bearing and distance of N67°02'51"E 731.0 feet, to the place of beginning and containing 17.31 acres of land.

Surveyed on the ground June 30, 2025.

SEE ATTACHED PLAT

Geotex Property Solutions
4701 South 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 106-58-25-17.31ac
Firm Registration No. 10194134




James L. Williams, Jr.
R. P. L. S. #4885

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-25

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.

AUG 25 PM 10:51

Requestor's Parcel ID: 106800

Your Name: OLDHAM OAKS LLC

I am in favor of the request ☐

Requestor's Property Zoning: PD-104

Your Property Address: 909 SOUTHERN OAKS CT

Requestor's Proposed Zoning: PD-104

Your Parcel ID: 1089519

Signature:

Ronald B. Bui
Zane 7 Builders

I am opposed to the request ☒
I own 25 lots in
Oldham Oaks. I'm
opposed 25 times. 😊



REZONE REQUEST

Case: Z-2025-25

Owner: NJH Investment Corp.

Requests: Amend the terms of PD-104 specifically to allow additional multi-family uses.

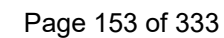
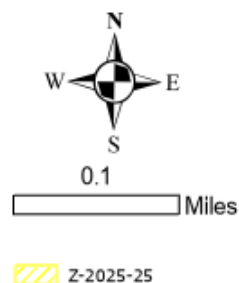
Location: 700 block of ES 27th Street

Notification: 0 in Favor, 2 in Opposition

Planning & Zoning: September 2, 2025

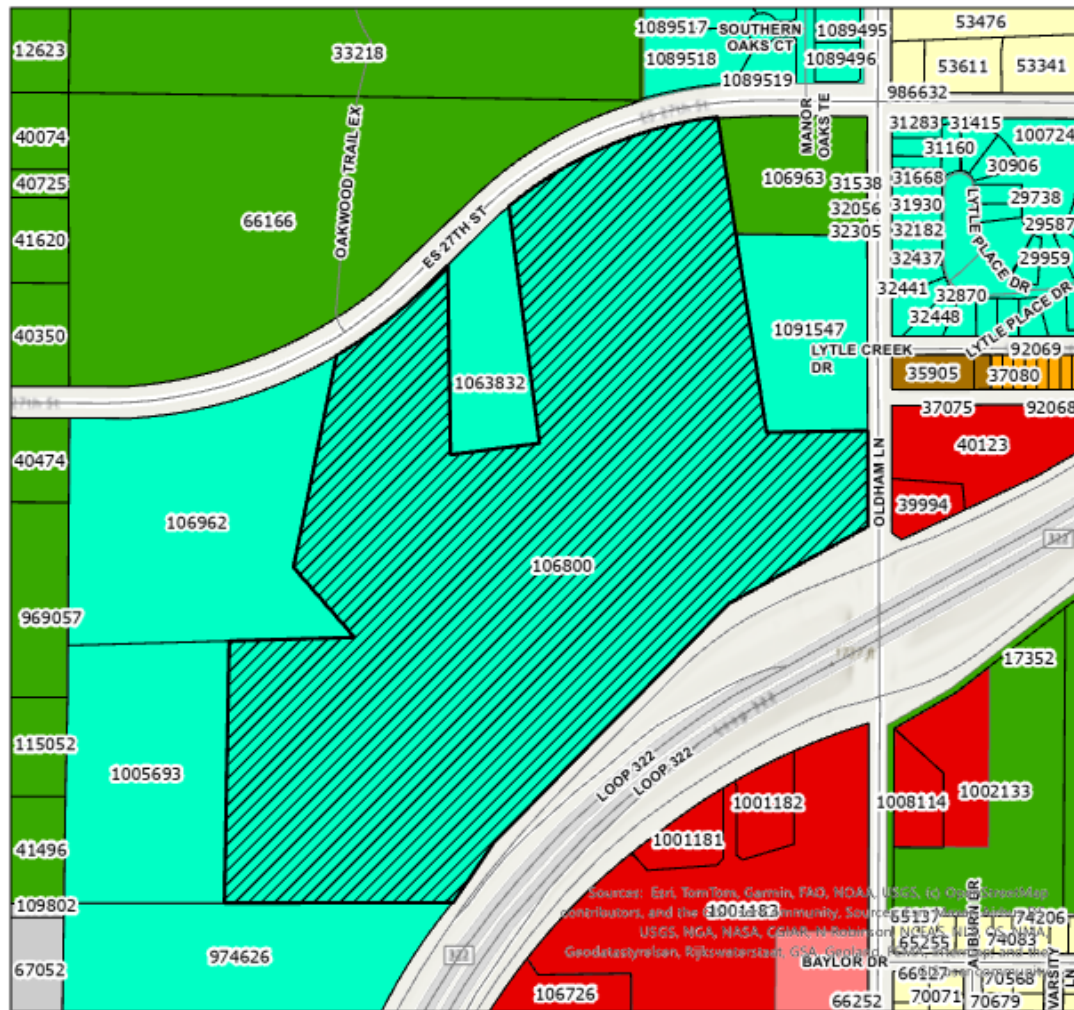
Council Hearing: September 25, 2025
October 9, 2025







ZONING MAP





PROPERTY VIEWS

**North neighboring
property**



Subject property



Subject property

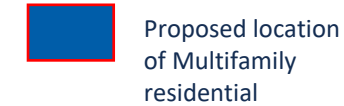


West neighboring property





- ## Exhibit B





CONCEPT PLAN



PRELIMINARY SITE PLAN ONLY

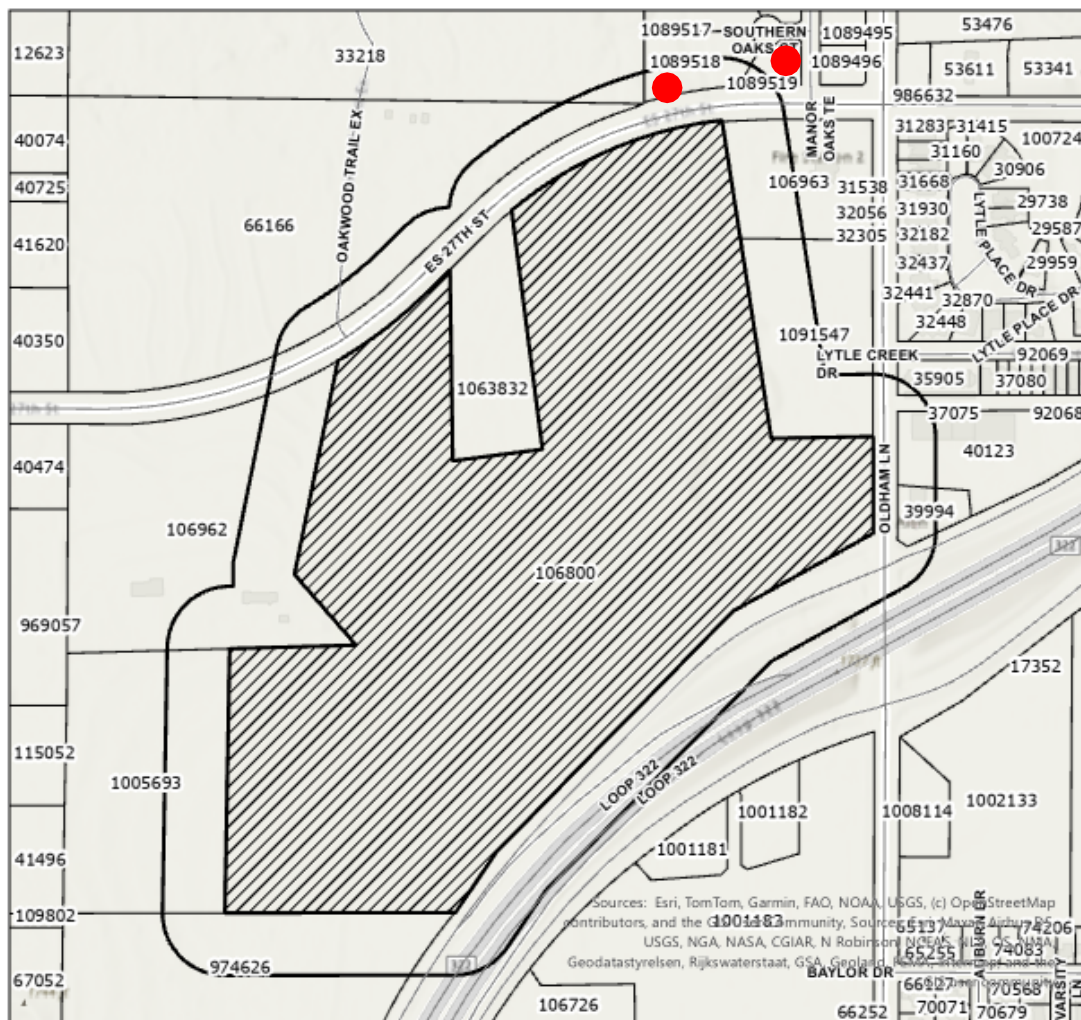
NOT INTENDED FOR CONSTRUCTION PURPOSES

TRAFALGAR HOMES OF TEXAS	
DATE	7/29/2025
BY	WESBEND
NO.	7/29/2025
PROJECT NAME AND ADDRESS TRAFALGAR HOMES OF TEXAS PO BOX 605 STEPHENVILLE, TX 76601	
PROJECT TYPE AND ADDRESS CRESCENT RD 1 E 1/2 1/4 7TH ST ABILENE, TX 79602	
DATE	7/29/2025
BY	NOT TO SCALE





NOTIFICATION AREA MAP



0.1

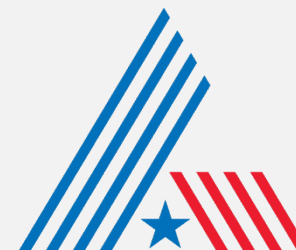
Miles

Notification Area
Z-2025-25

0- In Favor- ●

2- Opposed- ●

2.89% Opposition



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The request is consistent with:

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

P&Z Recommendation:

Approval.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (Final Reading) Z-2025-27:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.23 Acres From Multi-Family (MF) To Mixed Use (MX). Located At 1365 Sayles Boulevard. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property has been part of the City of Abilene since 1895, but it wasn't until 1936 that a home was built on the property. The applicant intends to continue to use the residence as her primary home, additionally she wishes to establish a medical office at an undisclosed date.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended denial of this request; however, the applicant has submitted an appeal letter. (See attached.)

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Ordinance (Neighborhood Office)
4. Application
5. Appeal Email
6. Appeal Letter
7. Lunsford Driveway (Bid)
8. Lunsford_Bid3
9. 1390.5 Amarillo St - FAVOR
10. 1333 Sayles Blvd - FAVOR
11. 1360 Sayles Bl - Opposition
12. 1370 Sayles Bl - Opposition (2)
13. 1369 Sayles Blvd - Letters
14. [Untitled] (1)
15. Prop. Owner Opposition Speech
16. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

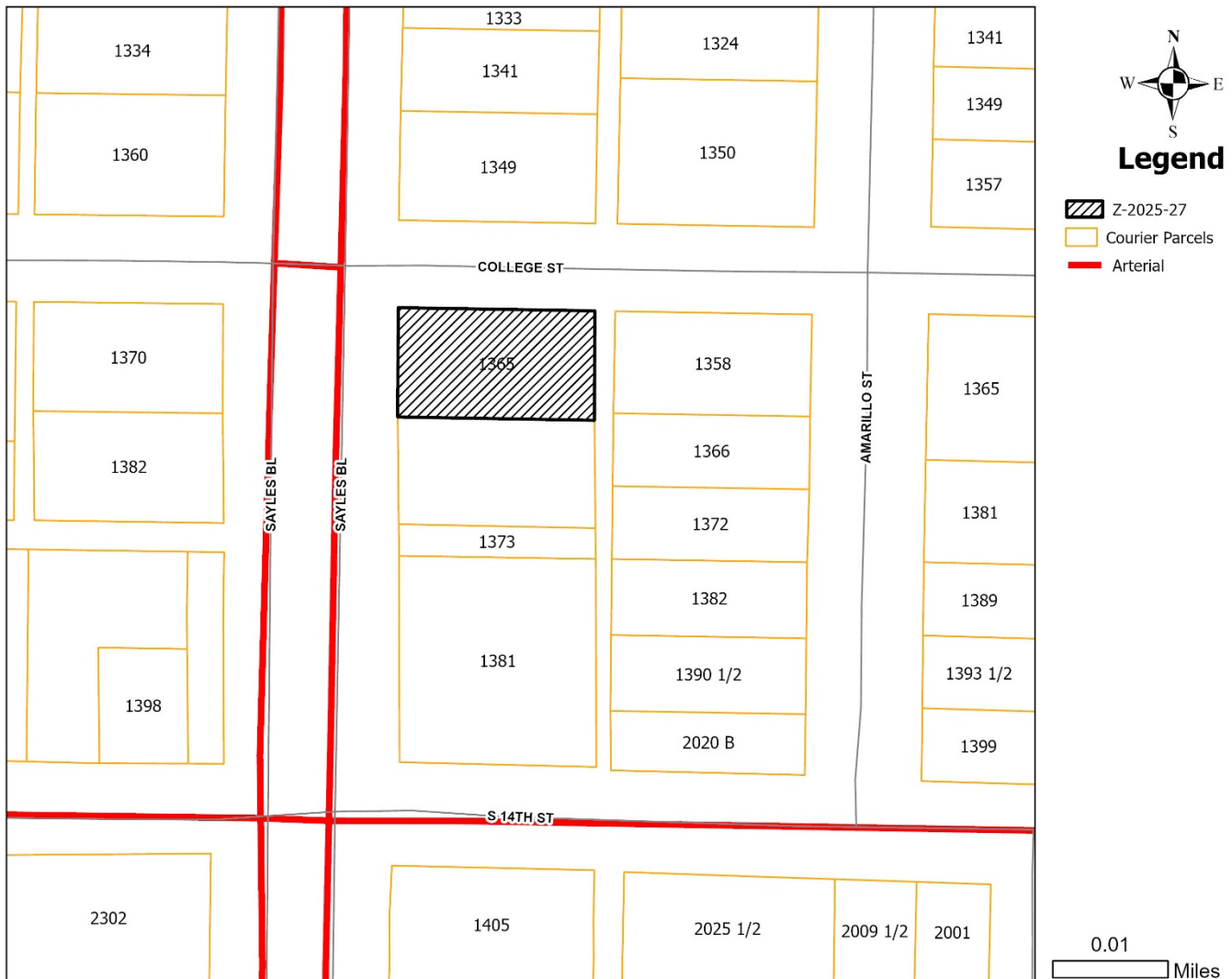
EXHIBIT A

Change the zoning of approximately 0.23 acres from Multi-Family (MF) to Mixed Use (MX).

Legal description as follows:

Lot 7, Block H, Highland Addition Continuation 5, Abilene, Taylor County, Texas.

Located at 1365 Sayles Blvd.



-END-

ZONING CASE

Z-2025-27

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
 City Council 1st Reading: September 25, 2025
 City Council 2nd Reading: October 9, 2025

Applicant

Owner: Erica Janae Lunsford

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.23 acres from Multi-Family (MF) to Mixed Use (MX).

Location

Located at 1365 Sayles Bl. Legal description being Lot 7, Block H, Highland Addition Continuation 5, Abilene, Taylor County, Texas.

Background

The subject property has been part of the City of Abilene since 1895, but it wasn't until 1936 that a home was built on the property. The applicant intends to continue to use the residence as her primary home, additionally she wishes to establish a medical office at an undisclosed date.

During the Planning and Zoning Commission meeting, the biggest concern was the proposed hours of operation. The Mixed Use (MX) zoning does not impose hours of operations; the only zoning districts that do are Neighborhood Office (NO) and Neighborhood Retail (NR), with hours of operation from 6:00 a.m. to 11:00 p.m. on any day of the week.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-12	Residence
East	MF	Residence
South	O	Law Office
West	MF	Residence

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**

The proposed use is consistent with the Future Land Use Map and Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed zoning is designed to integrate nonresidential and residential activities where appropriate. Given that the property is situated along a major arterial, adjacent to office to the south, and close to a significant intersection, the zoning is appropriate.

(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.

Any new uses will be subject to site plan review/approval. Parking will need to be addressed prior to site plan approval and the issuance of a Certificate of Occupancy.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **denial**.

Attachments

- PowerPoint Presentation
- Project Overview
- Appeal Email
- Appeal Documents

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 15, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
1369 SAYLES BLVD LLC	10524		O
1381 SAYLES LTD	32624	1381 SAYLES BL	
1381 SAYLES LTD	10522	1373 SAYLES BL	
ABI RENTALS LLC	36302	2020 B S 14TH ST	
ABI RENTALS LLC	36302	1398 AMARILLO ST	
ABI RENTALS LLC	36302	2020 A S 14TH ST	
ANALLA WILLIAM R & MARIE A	74728	1324 AMARILLO ST	
CAGLE JASON THOMAS & EVAN MARIE DILLEY	10174	1358 AMARILLO ST	O
DELHOMME DANIELLE DIANE	47929	1370 SAYLES BL	O
DUKES JAMES CLAYTON &	75326	1333 SAYLES BL	F
FREEMAN CLAYTON M & SANDY	44807	1360 SAYLES BL	O
HARVEY TED	36564	1382 AMARILLO ST	
JGN PROPERTIES LLC SERIES C	48056	1382 SAYLES BL	
KADEL RAJU	47332		
LUNSFORD ERICA JANAE	10644	1365 SAYLES BL	Applicant/owner

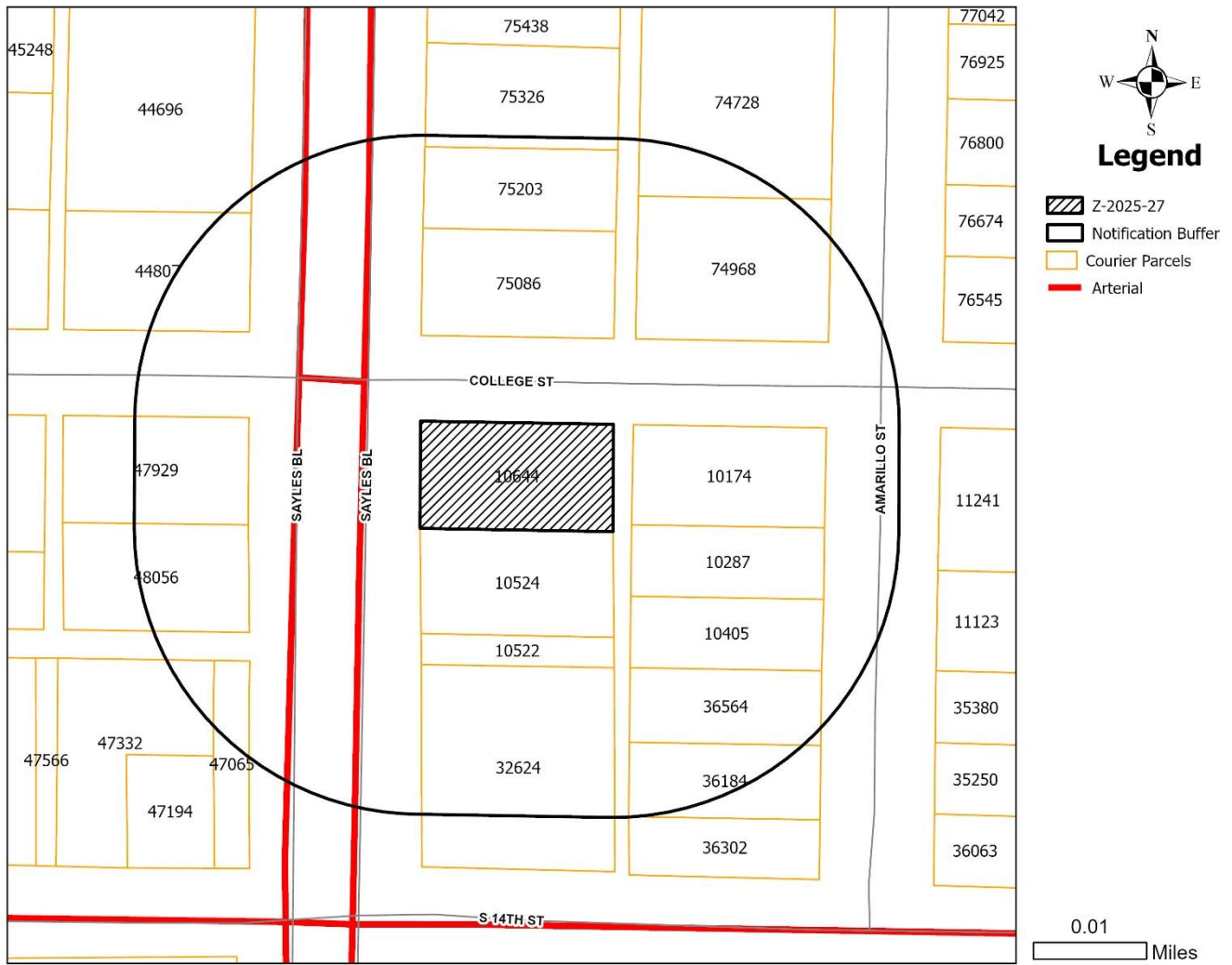
MC CRORY BRIAN H & JOAN M	44696	1334 SAYLES BL	
MC MURRAY JANET	75203	1341 SAYLES BL	
MC GEE ZANE & APRIL	74968	1350 AMARILLO ST	O
MORRIS ROBERT D	36184	1390 1/2 AMARILLO ST	
MORRIS ROBERT D	36184	1390 AMARILLO ST	F
PETERS JEREMY MICHAEL	10405	1372 AMARILLO ST	
SHERWOOD JOHN & ANNE	10287	1366 AMARILLO ST	O
SHROYER BRIAN J & LINDA A	75086	1349 SAYLES BL	

PROPERTY ID

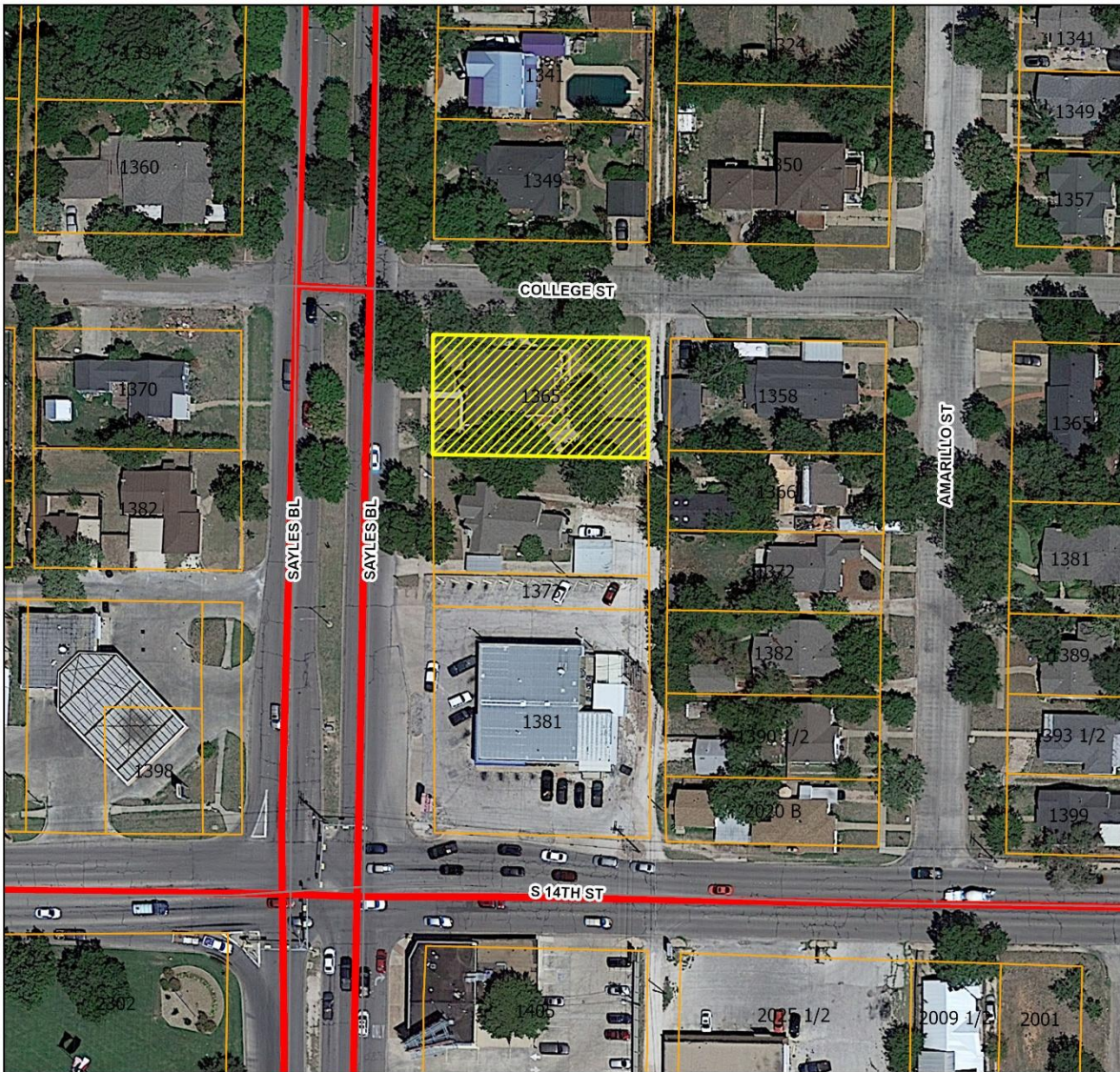
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DUKES JAMES CLAYTON &	75326	1333 SAYLES BL	F

NOTIFICATION MAP



LOCATION MAP

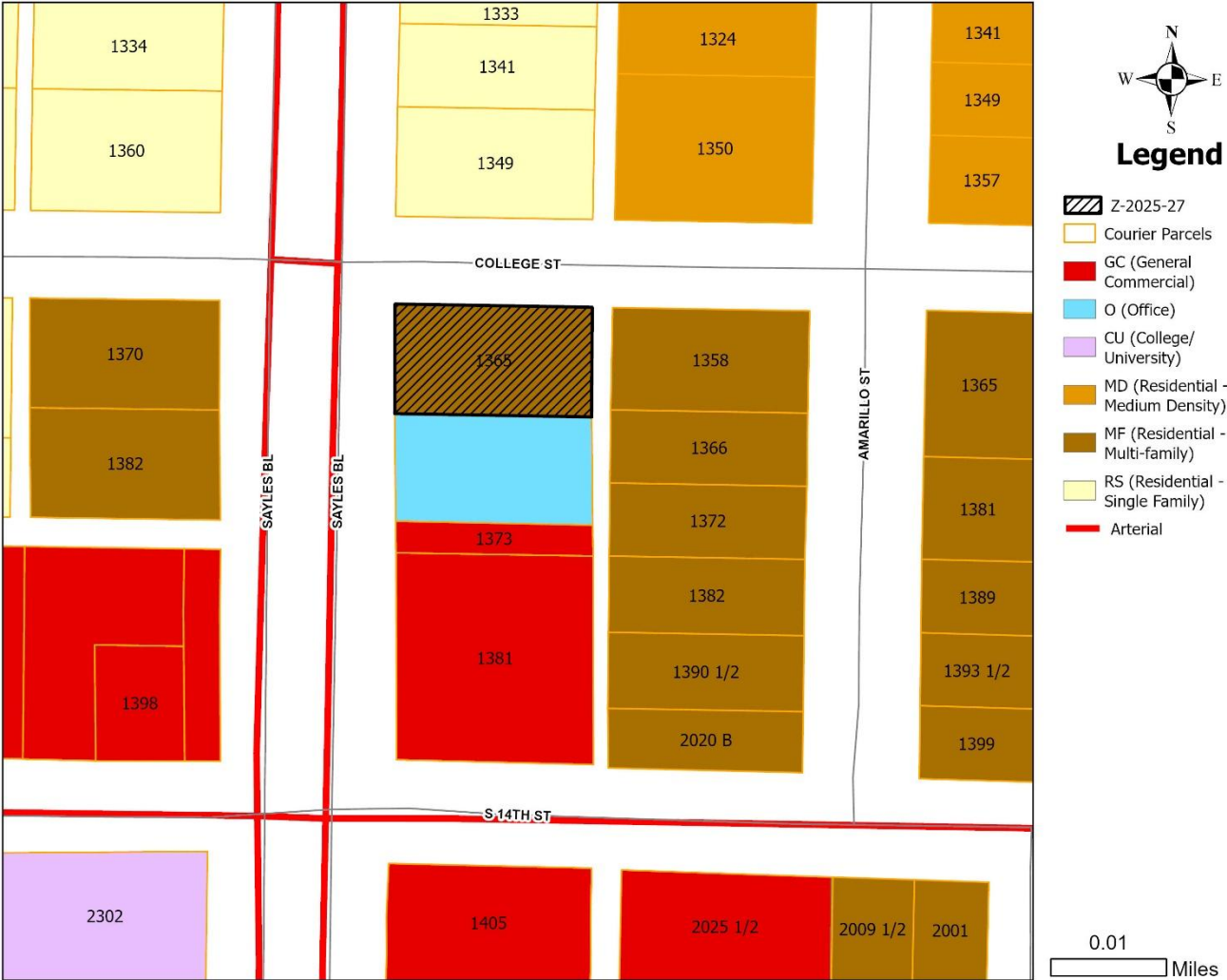


Legend

- Z-2025-27
- Courier Parcels
- Arterial

0.01
Miles

ZONING MAP



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 25th day of September, 2025.

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APPROVED:

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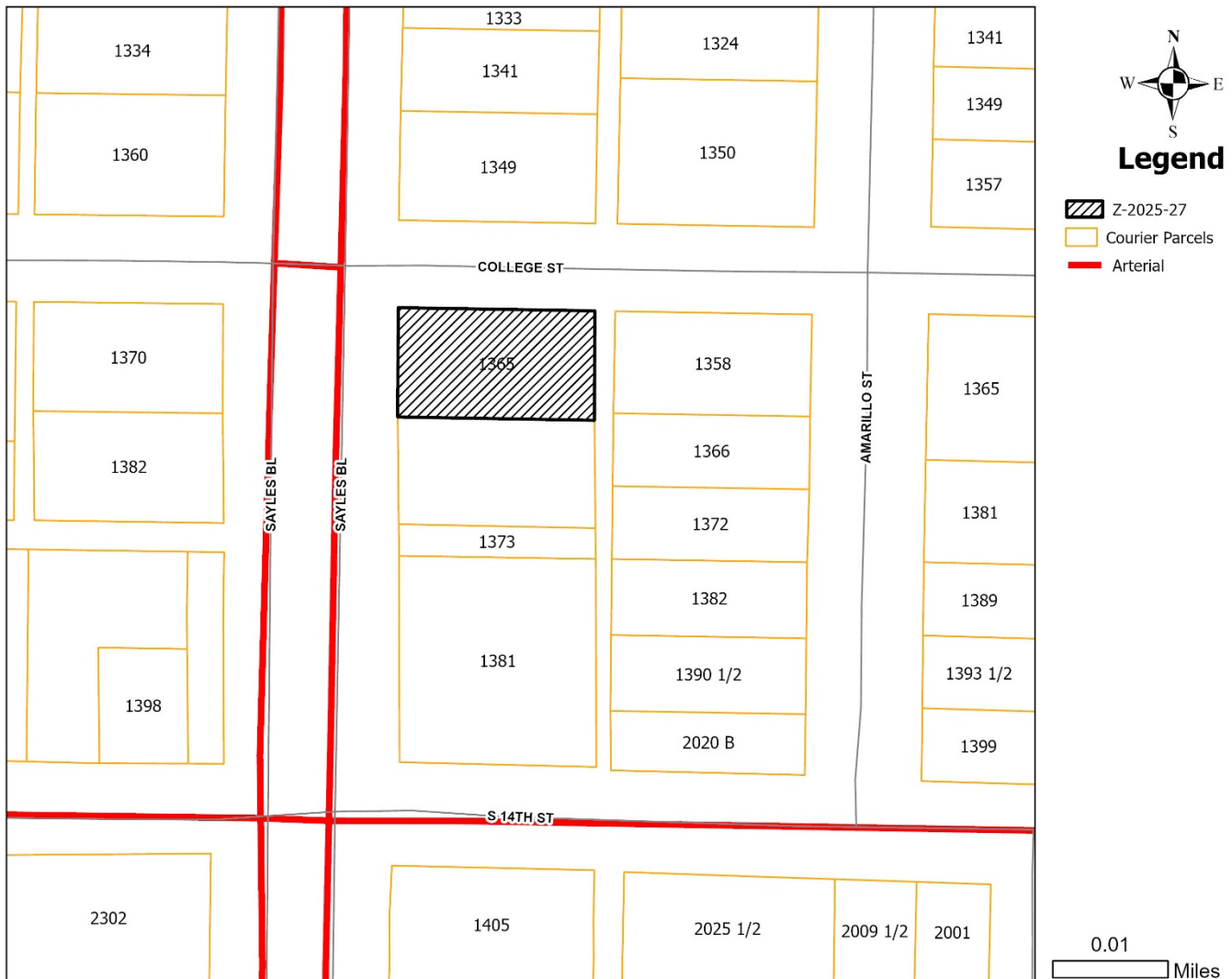
EXHIBIT A

Change the zoning of approximately 0.23 acres from Multi-Family (MF) to Neighborhood Office (NO).

Legal description as follows:

Lot 7, Block H, Highland Addition Continuation 5, Abilene, Taylor County, Texas.

Located at 1365 Sayles Blvd.



-END-

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-27 MF to MX (1365 Sayles)

ID # 25-000171 | **Started** 07/17/2025 at 8:24 AM



Address

1365 Sayles Bl, Abilene, TX USA 79602

Legal

Highland Addn Cont 5 Blk Block H Lot Lot 7
Highland Addn Cont 5, Block H, Lot 7

Description

I am currently living at 1365 Sayles. I am an Emergency Medicine Physician Assistant that owns a mobile medical unit that I would like to park in the driveway of the house. My goal is to help people who do not belong in the ER to stay out of the ER. I am NOT emergency services. I will NOT be using heaving drugs or sedating people. I am not starting IVs or doing anything invasive. I will be available for minor issues such as asthma exacerbations, sore throats, minor stitches, ear infections. I plan on evaluating 5-10 people per day, and only one person per hour from my mobile medical unit. It will NOT be high volume. I have a toddler and would very much like to be able to operate my mobile medical unit on my property, so that I can be at home and available. The neighboring home as been converted to a law office and there is a gas station across the street from the house. I am on the corner, so I do not have direct neighbors on the opposite side of the home from the law office. I do not believe I will be bothering anyone. I believe that I will be asset to the neighborhood and surrounding community. If my business is useful and successful, then eventual I would like to applu for a permit to tastefully convert/remodel the detached garage into my office. I want to be available to patient/clients later in the evening when their Primary Care Provider's office is closed. I also want to have good work life balance and be available to my child, which is why I would like to keep the house as a residence and have a separate commercial space.... which is why I am requesting a Mixed Use rezoning. I would greatly appreciate the city's consideration to rezone this property to Mixed Use. My website is opkosmedical.com.

PROPERTY DETAILS

Property ID	10644
GEO ID	9331
Enforcement Area	Sayles Blvd Area

PROPERTY ADDITIONAL INFORMATION

Account Number	40400046800
Property ID	9331
Land Use	Single Family Res
High School	Chs
Middle School	Madison
Elementary School	Bowie
Super Neighborhood	Sayles Blvd Area
Courier - Building Square Feet	1958

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Erica Janae Lunsford	opkosmedical@gmail.com 2102749294	1365 Sayles Blvd Abilene, 79605	-	APPLICANT
Magidson Dana	-	1365 Sayles Blvd Abilene, TX 79605-4256	-	Property Owner

INFORMATION FIELDS

Owner Name

Erica Janae Lunsford

Agent Name

-

Block

H

Lot

7

Acreage

0.23

Legal Description of property

HIGHLAND ADDN CONT 5, BLOCK H, LOT 7 Property type R

Subdivision Name

(450) ALTA VISTA,HIGHLAND(SAYLES,AMARILLO,ROSS,GRAND,SAN

Current Zoning

MF

Proposed Zoning

Mixed Use (MX)

Agree to Terms

Janae Lunsford

CREDENTIALS

Developer

Homeowner

Engineer

Surveyor

1365 Sayles Project # 25-000171 Rezone MF to MU

From erica lunsford <opkosmedical@gmail.com>

Date Thu 9/11/2025 10:14 AM

To Littlejohn, Tim <Tim.Littlejohn@abilenetx.gov>; Atkinson, Shawna <Shawna.Atkinson@abilenetx.gov>; Ivey, Clarissa <Clarissa.Ivey@abilenetx.gov>

 3 attachments (1 MB)

Appeal of Planning.pdf; Lunsford Driveway .pdf; Lunsford_Bid3.pdf;

Good morning,

I would greatly appreciate your time and reconsideration in this rezoning request. I have attached my formal appeal for the rezoning of 1365 Sayles to this email. I am also attaching a couple of quotes for a new driveway on the back of my property leading to the garage, because that has been my plan for parking all along. Nobody would ever be parked on the street. It is by appointment only, so nobody can show up on the property unannounced. There would never be more than one patient here at a time. There will be no waiting room. I am more than happy to adjust my hours of operation. I know my husband stressed at the council meeting, and I will stress again that this home is remaining a residence, so it in no way detracts from the historic neighborhood of Sayles. We have already put a lot of work into the residence and will be doing more remodeling, so that we can be comfortable and safe here. Please let me know if there are any issues opening my formal appeal/attachments. Clarissa Ivey should be receiving a couple of letters from community members and neighbors by tomorrow, and she will provide those to you. Thank you all for your attention to this matter. Have a great day!

Very Respectfully,
Janae Lunsford

Date: 10 September, 2025

Applicant/Appellant: Erica Janae Lunsford

Property Address: 1365 Sayles Blvd, Abilene, TX 79605

Project No.: 25-000171

Request: Rezoning from Multi-Family (MF) to Mixed Use (MX)

TO:

Tim Littlejohn, Director of Planning & Development Services

Shawna Atkinson, Planning Manager

City of Abilene, Texas

SUBJECT: APPEAL OF PLANNING & ZONING COMMISSION DENIAL

INTRODUCTION

I respectfully submit this appeal of the Planning and Zoning Commission's recent decision denying my application to rezone the property located at 1365 Sayles Blvd from Multi-Family (MF) to Mixed Use (MX). I appreciate the Commission's careful consideration of my request, and I am grateful for the opportunity to present this appeal.

My request is narrowly tailored: to allow a limited, membership-based medical concierge practice to operate **solely within the detached garage** on my property, while preserving the residence itself as fully residential. This practice, operated under my company **OpkosMedical**, is designed to benefit the Abilene community by addressing a well-documented gap in after-hours medical care while simultaneously improving the aesthetics, safety, and value of the neighborhood.

BACKGROUND

I am a licensed **Emergency Medicine Physician Assistant** with years of experience treating patients who often resort unnecessarily to the ER for minor conditions such as colds, lacerations, asthma exacerbations, or non-emergent issues. My business model is to **bridge the gap between the time primary care and urgent care offices close and the emergency room becomes the default option.**

- Appointments are **mandatory** and strictly by prior acceptance; no walk-ins will ever be permitted.
- Patient volume will be **capped at 7–10 patients per day**, with only **one patient and vehicle on site at any given time**.
- My practice is **cash-based, membership-only**, and designed to reduce burdens on ERs, insurance costs, and long patient wait times.
- **No narcotics of any kind will be dispensed, prescribed, or administered.** I will also not perform IV treatments.

I am simultaneously a mother, currently pregnant and raising a toddler. Establishing this small, home-based professional practice is intended to support both my career and my family life, while making productive improvements to the community.

PROPERTY CONTEXT

1365 Sayles Blvd is **not located in a traditional residential enclave**. Instead, it sits on a **high-traffic corridor, near an intersection, surrounded by commercial and mixed-use properties**.

Directly adjacent and nearby are the following properties, each of which converted from residential to commercial:

- **Texas Midwest Management – 142 Sayles Blvd**
- **Plan Ahead Spending – 200 Sayles Blvd**
- **Edward Jones Investments – 234 Sayles Blvd**
- **Highland Counseling Center – 238 Sayles Blvd**
- **The Beauty Bus – 758 Sayles Blvd** (rezoned despite being surrounded by homes)
- **McElroy Company PC – 1369 Sayles Blvd**

My property is sandwiched between:

- To one side: a **CPA office** in a converted residence.
- Beyond that: a **pawn shop**.
- Across the street: a **tattoo parlor** and **lingerie shop**.
- In front: a **gas station** visible from my living room window.

I am the **only residence on my block facing Sayles**. To deny my request, while having approved so many comparable or less suitable conversions—including those in quieter residential areas—would create an arbitrary inconsistency in zoning enforcement.

PARKING & TRAFFIC CONCERNS

The Commission's primary concern was parking. I respectfully submit that my proposal **fully resolves this issue**:

- I have a **70-foot existing driveway** and am constructing a **new 15'x71' driveway with a street-side approach** that directly leads to the detached garage/office
- This provides **two dedicated off-street parking spaces** exclusively for patients.
- With appointments strictly required and no overlap between visits, there will never be more than one vehicle at a time on the property.
- Parking will **never spill onto the street**.

Supporting evidence includes **formal contractor bids** and diagrams from Boyd Fence & Welding Co., which demonstrate the driveway and fencing improvements already planned and contracted.

HOURS OF OPERATION

The second major concern was hours of operation.

- While my initial request extended availability until 1–2 AM, I am willing to **adjust hours of operation** as a condition of approval.
- My purpose is simply to cover late evening care when urgent cares are closed, and I am prepared to compromise on specific closing times if necessary.

This demonstrates flexibility and responsiveness to community concerns while maintaining the essential purpose of the practice.

COMMUNITY BENEFITS & SAFETY

The proposed rezoning and practice will:

- Reduce unnecessary ER visits, saving patients thousands in bills and relieving strain on hospital emergency departments.

- Provide affordable, accessible care for working families during extended hours.
- Enhance the **safety and aesthetics** of the neighborhood through fencing, driveway construction, and property beautification.
- Prevent crime and loitering by ensuring controlled, appointment-only access to the premises.

Community support exists: I will be submitting **letters of support from a neighbor and a prominent real estate agent** familiar with the area.

CONDITIONS OF APPROVAL

To address all concerns, I am willing to accept the following conditions of approval:

1. Mandatory appointments only; no walk-ins permitted.
2. Patient volume capped at 7–10 per day, with no overlapping appointments.
3. No signage required or requested.
4. No dispensing, prescribing, or administration of narcotics or IV therapies.
5. Detached garage only may be used for the practice; residence remains strictly residential.
6. Off-street parking only, with two designated spaces in the new driveway.
7. Hours of operation subject to limitation as determined by the Council (with flexibility to adjust).

CONCLUSION

The denial of my rezoning request was based on concerns that I have now fully addressed through concrete evidence, community support, and proposed conditions. Approval of this appeal will allow a small, highly controlled, beneficial medical practice that:

- Aligns with existing mixed-use and commercial activity on Sayles Blvd,
- Provides clear community benefits,
- Improves neighborhood safety and aesthetics, and
- Operates with minimal, if any, impact on traffic, noise, or parking.

For these reasons, I respectfully request that the City Council overturn the denial of my rezoning request and grant approval for the rezoning of 1365 Sayles Blvd to Mixed Use (MX).

Respectfully submitted,

By: _____

Erica Janae Lunsford

OpkosMedical

1365 Sayles Blvd

Abilene, TX 79605

www.opkosmedical.com



CD Boyd Enterprises LLC
1225 Ben Richey Dr. | Abilene, TX 79602
(325) 690-9106
www.boydfenceandwelding.com
boydfencewelding@gmail.com

Texas Chapter of the:



Janae Lunsford
1356 Sayles Blvd. Abilene, TX 79602
210-274-9294
lunsfordjanae@gmail.com
8/15/25

Driveway Install

(1) 15'x71' driveway with a street side approach
Driveway will include sand underfill
3/8" steel rebar for cement reinforcement

Total: \$13,000.00

Boyd Fence & Welding Co. (herein referred to as Boyd Fence), reserve the right to accept or reject any order.

When accepted by Boyd Fence this order becomes a contract.

Boyd Fence does NOT accept verbal agreements.

It is understood that Boyd Fence has the right to repossess without recourse or trespass all materials not paid for according to the term of the contract.

The customer is solely responsible for locating property lines.

There will be an additional charge if rock incurred while digging.

Boyd Fence is NOT responsible for repairing any underground sewer lines, sprinkler lines, water lines, electric lines, etc....

All wood used in fence allows knots, small splits, and weather cracks.

Boyd Fence does not know and cannot state how long a fence will last.

Boyd Fence does propose to furnish all labor and materials specified to do said work in a good workmanship like manner in accordance with standard practice for this area.

Boyd Fence WARRANTIES: Workmanship – One (1) year for every installation.

Boyd Fence warranty does NOT apply to changes by alterations, misuse, fire, flood, unstable soil, underground water conditions, warping, and acts of God.

Any & all change order requests received after acceptance and signing of Proposal will need to be communicated through the office. x _____(initial)

PURCHASER AGREES TO PAY 50% OF TOTAL CONTRACT AT THE TIME OF SIGNING AND THE BALANCE THE DAY OF COMPLETION. x _____(initial)

Price valid for 7 days

4% fee added if paid with credit or with debit card

X _____
Purchaser



CD Boyd Enterprises LLC
1225 Ben Richey Dr. | Abilene, TX 79602
(325) 690-9106
www.boydfenceandwelding.com
boydfencewelding@gmail.com

Texas Chapter of the:



Janae Lunsford

1356 Sayles Blvd. | Abilene, TX 79602

210-274-9294

lunsfordjanae@gmail.com

Bid 3

9/3/2025

DEMO & HAUL

(182') Existing 4'H Chain Link Fence and Posts

DIG & SET

(21) 2 3/8" x sch 20 x 10' galvanized steel posts, set 24" deep with maximizer concrete

(2) 4" x 4" x 1/4" x 10' sq. steel posts, set 36" deep with maximizer concrete

CEMENT CURB / FENCE FOOTER

(1) 8" x 4" x 144' cement curb, reinforced with 3/8" steel rebar

SUPPLY & INSTALL

(156') 1x6x7'H cedar dog ear pickets, board on board with new 2x4 white pine 3 rail system

2x8 rough mill cedar cap with 1x4 and 1x2 cedar trim

(1) 12'W double swing gate, using 1 1/2" x 3" steel for frame, heavy duty 6" ball bearing barrel hinges, and heavy duty drop rod

(2) 4'W single swing gate, using heavy duty 8" strap hinges and latch – accessible and lockable from either side of fence

SUPPLY & APPLY

(2,184 SF) Ready Seal Stain & Preserve to both sides of fence – Color: _____

(First coat of stain and preservative is included at no additional cost)

Total w/ Stain: \$21,700.00

1st Coat Savings: - \$2,200.00

TOTAL: \$19,500.00



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****Price valid for 7 days****

****4% fee added if paid with credit or with debit card****

X _____
Purchaser

Date _____
Page 182 of 333

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-27

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: 10644

Requestor's Property Zoning: MF

Requestor's Proposed Zoning: MX

Your Name: MORRIS ROBERT D

Your Property Address: 1390 1/2 AMARILLO ST

Your Parcel ID: 36184

Signature:



I am in favor of the request ☒

I am opposed to the request ☐

AUG 25 4:10:51

Z-2026-27

From Melissa Dukes <melissahdukes@gmail.com>

Date Sun 8/31/2025 10:18 AM

To Planning Services <planning@abilenetx.gov>

We are in favor of the request.

Kevin and Melissa Dukes
James Clayton Dukes
Owners at 1333 Sayles blvd

Questions call:
817-565-5800

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Requestor's Parcel ID: 10644

Requestor's Property Zoning: MF

Requestor's Proposed Zoning: MX

Your Name: FREEMAN CLAYTON M & SANDY

Your Property Address: 1360 SAYLES BL

Your Parcel ID: 44807

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

*Sandy Freeman
Clayton Freeman*

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-27

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: 10644

Requestor's Property Zoning: MF

Requestor's Proposed Zoning: MX

Your Name: DELHOMME DANIELLE DIANE

I am in favor of the request ☐

Your Property Address: 1370 SAYLES BL

Your Parcel ID: 47929

I am opposed to the request ☒

Signature:

Danielle Diane Delhomme



August 28, 2025

City of Abilene
Planning and Development Services
P.O. Box 60
Abilene, TX 79604-0060

RE: Zoning Application Number Z-2025-27

Dear Sir or Madam:

My name is Larry McElroy, and I am the owner of the property and entity 1369 Sayles Blvd LLC and accounting firm McElroy and Company, P.C. located at 1369 Sayles Boulevard, Abilene, TX.

I am in receipt of Zoning Application Number Z-2025-27 for 1365 Sayles Boulevard, directly to the north of my property. The request is for a zone change from Multi-Family (MF) to Mixed Use (MX).

Please accept this response as my opposition to this zoning request for the following reasons:

1. Increased traffic and lack of parking causing a disruption to the beauty and flow of Sayles Boulevard. Our property is located directly north of EZ Pawn, which allows our clients to park at the north edge of their business, eliminating parking disruption by our clients on Sayles Blvd.
2. Our concern is the addition that a late-night medical unit will add to the already existing heavy traffic and speeding issues. In our 5 years at this location, we have witnessed multiple accidents between the intersections of South 14th and South 11th on Sayles Blvd., including one of my employees, while making a legal turn into our driveway being struck from the rear by a speeding vehicle.
3. Sayles Blvd. is one of Abilene's most historic neighborhoods. We have our property maintained professionally and in keeping with the beauty and charm of the old homes to our north and McMurry University to our south.
4. Per the opkosmedical.com website theirs is a "cash-only" care unit with hours of operation from 5 p.m. to 2 a.m. (One place on their website lists 2 p.m. to 2 a.m.) Considering the

number of disadvantaged persons currently experiencing homelessness or substance use disorders and possibly some who wish to avoid medical facilities required to comply with government monitoring, I am concerned that granting the zoning request will draw individuals seeking the types of substances a medical facility generally has on hand. Due to current city code restrictions, we cannot reasonably enclose our property, leaving us vulnerable to the increase in foot traffic and potential damage.

5. We are a CPA firm, and there are times when my employees work after hours. The night activity a cash-only medical unit could produce is cause for concern for my employees' safety.
6. The alley behind our location encompasses three properties on the Sayles Blvd. side. The alleyway already experiences high traffic volume which has caused financial repercussions for my employees and my business. In April 2022, an 18-wheeler attempted to turn into the alleyway and backed into our carport which collapsed onto two employee vehicles and struck a gas meter in the alley. This destroyed our carport and caused an extensive gas leak impacting on our property and homeowners on the east side of the alley (Amarillo Street). We were unable to reconstruct our carport in its original location due to code restrictions and permit changes by the city which increased our cost to move our concrete slab and rebuild the carport.
7. Additionally, we are concerned about the risk to our property in a future renovation stated by the property owner. (The garage mentioned specifically is on our mutual property line on the east side of the alleyway.) I have concern about the unknown impact that it brings to my property and the neighborhood in general.

We request that if the City of Abilene approves a zone change, you ensure the building follows the stringent code required to house a medical facility, including physical rooms and appropriate handicap access, and renovated electrical and plumbing systems. Many of the homes in this area are "antiques" and many have had no electrical or updated renovation since the original build. Unless the City requires a renovation of the electrical and plumbing systems at the property it could create a fire and/or plumbing risk to the adjoining properties.

In closing, we respectfully ask the Planning and Zoning Commission of the City of Abilene to deny this request for a zoning change at 1365 Sayles Boulevard.

Sincerely,



M. Larry McElroy



September 24, 2024

City of Abilene
City Council and Planning & Development Services
P.O. Box 60
Abilene, TX 79604-0060

RE: Zoning Application Number Z-2025-27

To Whom It May Concern:

As of September 30, 2025, additional information has been brought to our attention that is cause for concern. After various visits from concerned neighbors and several phone calls with Clarissa Ivey, in Planning and Development, it is now our understanding that any concessions or negotiable comments made in Ms. Lunsford's appeal letter are non-enforceable, including a mixed use type of business and hours of operation.

In addition, various security videos have been brought to our attention this week by concerned neighbors. These videos substantiate our original concerns stated in our opposition letter regarding safety. The videos are from Amarillo street in a more obscured area which includes the alley area behind Ms. Lunsford's property.

As a reminder, the proposed clinic is 2 feet from our property line, and will be accessible from the back alley. Ms. Lunsford's fence bid (included in her appeal letter) of a seven foot wood fence around her home would obstruct her view of the proposed converted garage/clinic, posing further security risk in a high-risk area.

Our concerns are in no way personal to Ms. Lunsford. We recognize and appreciate the improvements she has already made to the property. Our utmost concern, however, is the safety of our employees, the safety of our neighbors and the security of our property.

In light of this new information, please accept this as affirmation of our opposition to a zone change from MF to MX.

Sincerely,



Larry McElroy



1369 SAYLES BLVD LLC
1369 SAYLES BLVD
ABILENE, TX 79605-4256

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-27

August 14, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **September 2, 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 0.23 acres from Multi-Family (MF) to Mixed Use (MX). Located at 1365 Sayles Bl. Legal description being Lot 7, Block H, Highland Addition Continuation 5, Abilene, Taylor County, Texas. The property is currently zoned Multi-Family (MF) and the request is to change the zoning to Mixed Use (MX).

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 **October 9, 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-2025-27

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: 10644

Your Name: 1369 SAYLES BLVD LLC

I am in favor of the request ☐

Requestor's Property Zoning: MF

Your Property

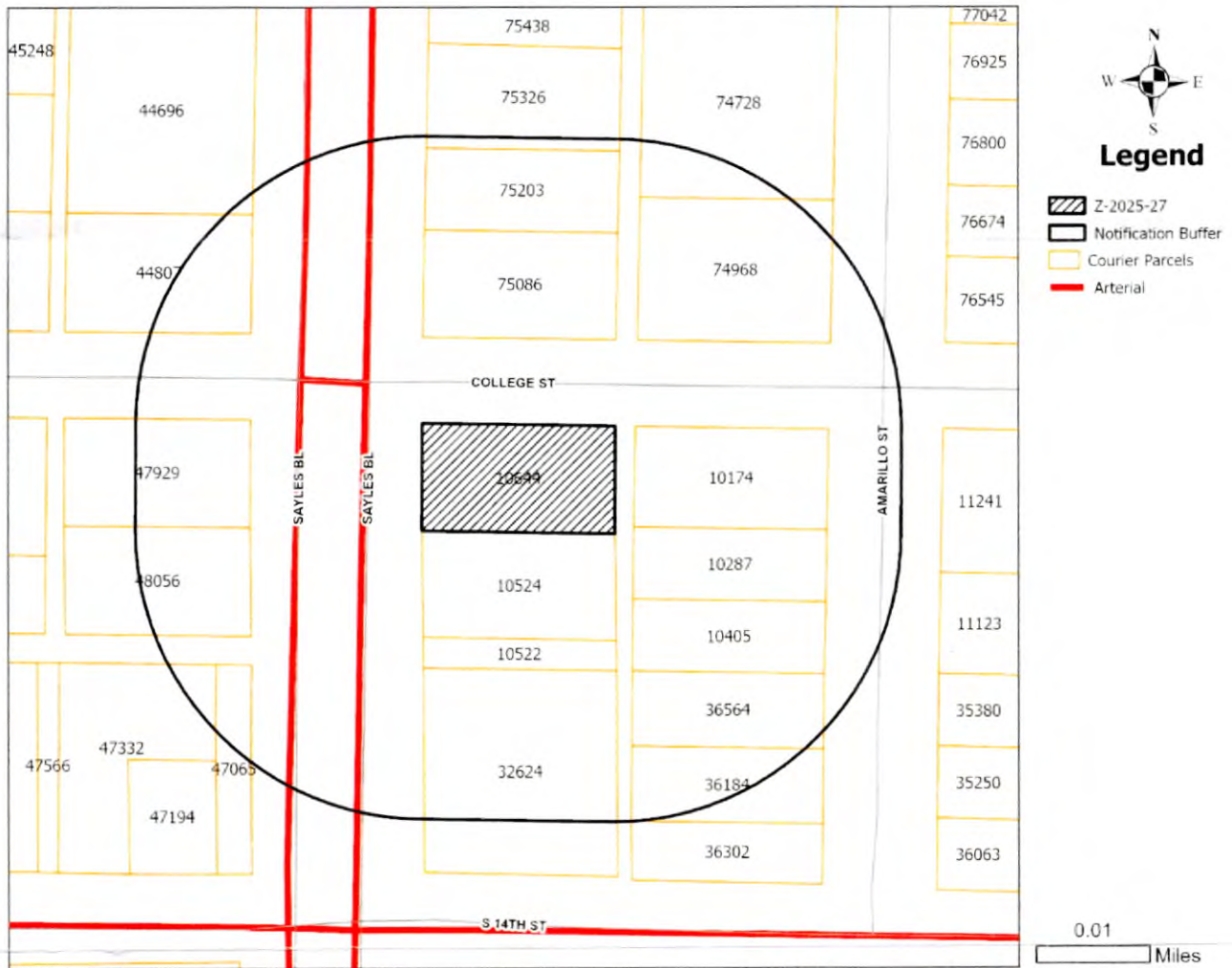
Address:
Your Parcel ID: 10524

I am opposed to the request ☒

Requestor's Proposed Zoning: MX

Signature:

Z-2025-27



Additional Comments:



September 24, 2024

City of Abilene
City Council and Planning & Development Services
P.O. Box 60
Abilene, TX 79604-0060

RE: Zoning Application Number Z-2025-27

To Whom It May Concern:

We have read Ms. Lunsford's appeal to the City of Abilene for Zoning Case Z-2025-27. Based on the Conditions of Approval in her appeal letter and her willingness to adjust to meet the concerns of her surrounding neighbors; and based on our own prior experience with the strict requirements by the City of Abilene for permits for property changes, we no longer oppose her request to rezone her property.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry McElroy", is written over a light blue horizontal line.

Larry McElroy



September 24, 2024

City of Abilene
City Council and Planning & Development Services
P.O. Box 60
Abilene, TX 79604-0060

RE: Zoning Application Number Z-2025-27

To Whom It May Concern:

We have read Ms. Lunsford's appeal to the City of Abilene for Zoning Case Z-2025-27. Based on the Conditions of Approval in her appeal letter and her willingness to adjust to meet the concerns of her surrounding neighbors; and based on our own prior experience with the strict requirements by the City of Abilene for permits for property changes, we no longer oppose her request to rezone her property.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Larry McElroy', is written over a faint, larger signature.

Larry McElroy

Read for Jason Cagle and his wife who are both active community members as a pilot at Dyess, AFB and his wife who is a full-time nursing student, and veteran herself.

Mr. Mayor and Members of the City Council, thank you for allowing me to speak. The rezoning request before you — from multi-family to mixed-use — may look like a small change on paper, but for those of us who live directly behind the property at 1358 Amarillo St, separated only by an alley, the impact would be significant. We are homeowners. We purchased here with the expectation that this area would remain primarily residential, a place where families can live in peace. Approving mixed-use zoning behind our homes would replace the quiet of a neighborhood with the activity of a late-night business and complete that entire block into nonresidential at that point.

Already, our neighborhood has seen an increase in people lingering and hanging around. In the past year we have called the police and non-emergency line at least a dozen times. We have had our vehicles broken into and rifled through on multiple occasions. We have had people on our doorsteps asking who lives in the house, who is home, and lingering around watching the houses. This is not an abnormal experience. We have had multiple neighbors voice the same activities. We have had gunshots and people who appeared under the influence of drugs just doors down from our house and sitting on our porch chairs. Putting access to a clinic WITH medicine in a “converted garage” is another possible target for anyone who could be drug seeking. It seems unfair to have someone move in who is not familiar with the neighborhood assume what could be a better extension of our street, without talking or getting to know the area beforehand.

If this site becomes mixed-use with operating hours extending to 2 a.m., it will only draw larger crowds late into the night. That means more noise, more headlights, more parked cars, and more disturbances just steps from our backyards. And I ask you to consider this honestly: if it were your backyard, just across your own alley, would you want to question who is leaving and going behind your house until 2 a.m.? The idea that medical personnel are available to anyone at any time begs the question of what their intentions would be past normal business hours that does not belong to being seen in an urgent care or ER and not a garage.

In addition, I ask the council to consider precedent. If this garage is allowed to be converted into a late-night clinic under mixed-use zoning, it sends a signal that any residential alley can suddenly become a commercial corridor. That is not the vision of stable neighborhoods. Zoning exists to provide predictability for homeowners, and approving this request undermines that trust. Another concern is the type of business being proposed. This is a garage being converted into a clinical space, but there are already proper medical facilities across Abilene in areas designed for this use. When clinics do

operate near residential areas, they respect their surroundings by closing at 7 or 8 p.m. If someone truly needs care at that hour, that is the role of an emergency room, not a business tucked behind houses. In fact, it is reasonable to expect that people arriving here late at night could end up being transferred by ambulance, adding sirens and emergency vehicles to our neighborhood on top of the crowding. In fact, from the podium to you all, it is less distance from the garage to our back property line.

This rezoning would change the character of our community. Mixed-use zoning may work in the right location, but directly behind homes — in what amounts to a repurposed garage — it is incompatible with the surrounding area and asks what next? If this is converted into mixed use and is sold, and currently has no restrictions in place, what stops a business from coming in and allows more late-night hours, IF the precedent has not been set. I urge the council to either deny this rezoning request or approve it only with enforceable conditions under a retail zoning: restricted hours that match other neighborhood clinics, noise and parking controls, and protections against late-night disturbances. We simply ask that our investment as homeowners, our safety, and our quality of life be protected. Please keep this residential area in practice, not just in name.

Thank you. The Cagle's



REZONE REQUEST

Case: Z-2025-27

Owner: Erica Janae Lunsford

Request: Change the zoning of approximately 0.23 acres from Multi-Family (MF) to Mixed Use (MX).

Location: 1365 Sayles Boulevard

Notification: 2 in Favor, 6 in Opposition

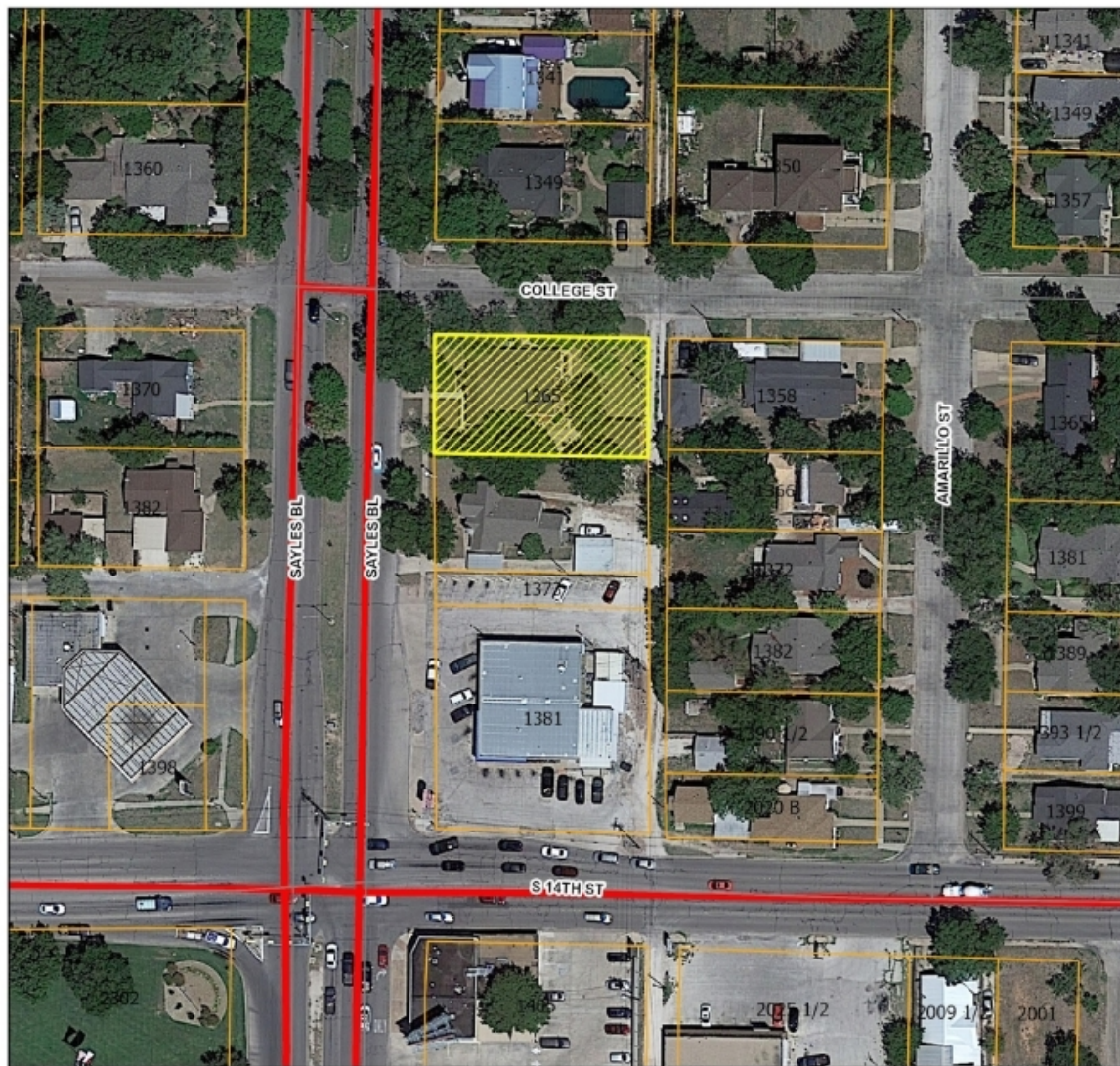
Planning & Zoning: September 2, 2025

Council Hearing: September 25, 2025
October 9, 2025





AERIAL LOCATION MAP

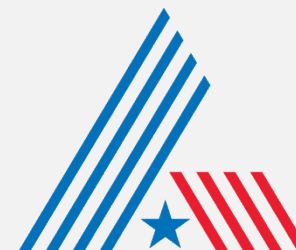


Legend

-  Z-2025-27
-  Courier Parcels
-  Arterial

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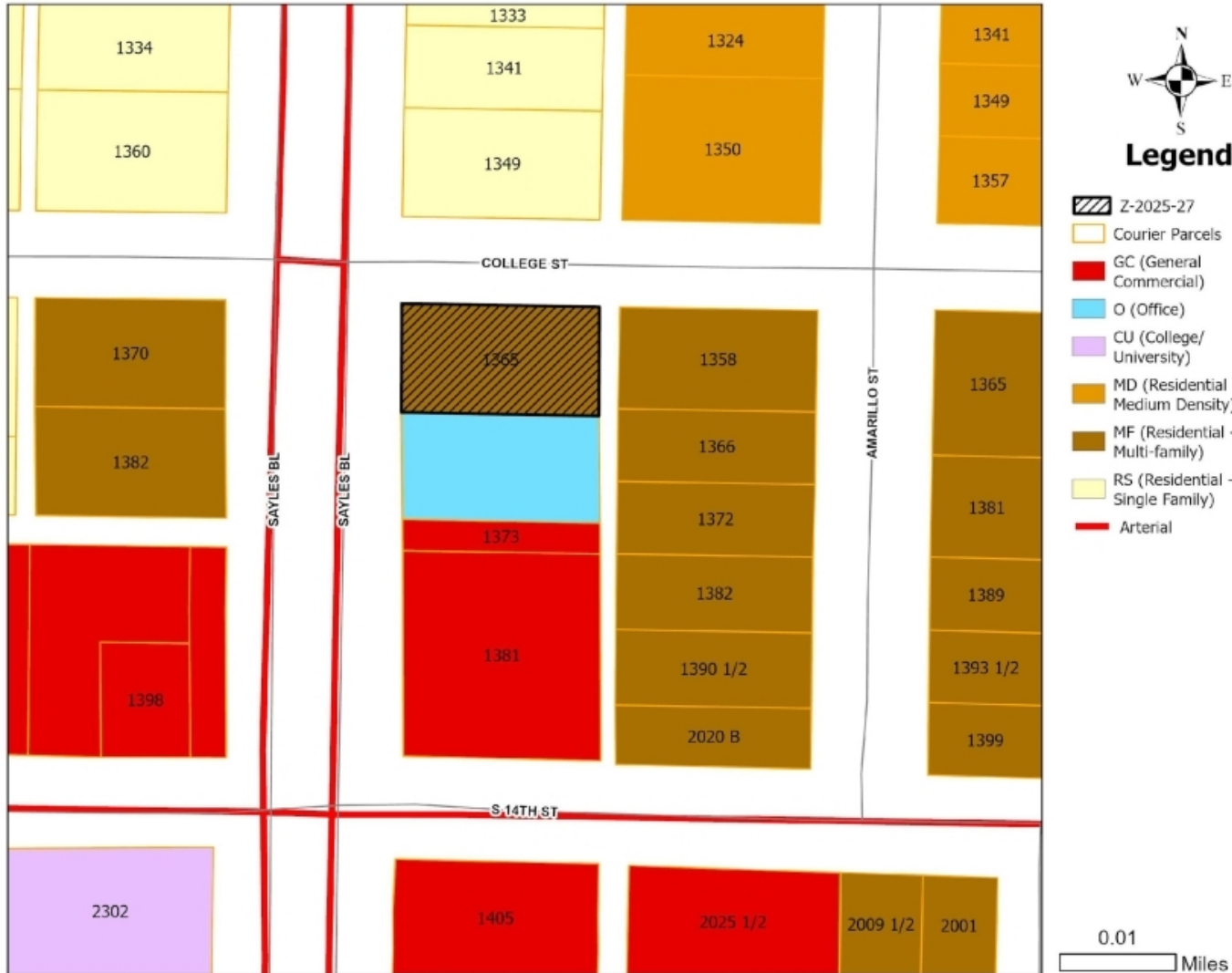
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CITY OF
ABILENE
TEXAS



ZONING MAP





USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN MIXED USE ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- C Dwelling – Patio Home
- P Dwelling – Single Family Detached
- C Dwelling – Townhome
- C Group Home
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Storage – Self-Service Units
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN NEIGHBORHOOD OFFICE ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

- C Arts School
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE:

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

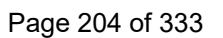
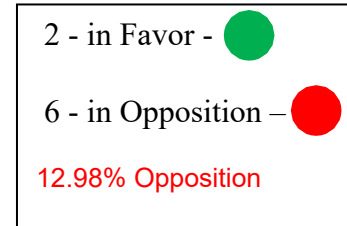
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- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





PROPERTY VIEWS







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: **Denial**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (Final Reading) Z-2025-28:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 32.55 Acres From Agriculture Open (AO), Multi-Family (MF) And General Commercial (GC) To General Commercial (GC). Located At 1755 E Stamford Street. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was rezoned from AO to MF and GC previously, however, the owner would like to rezone the property to strictly GC.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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. Presentation
4. exhibit
5. Project Overview
6. Prop ID 35099
7. Prop ID 35099

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 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

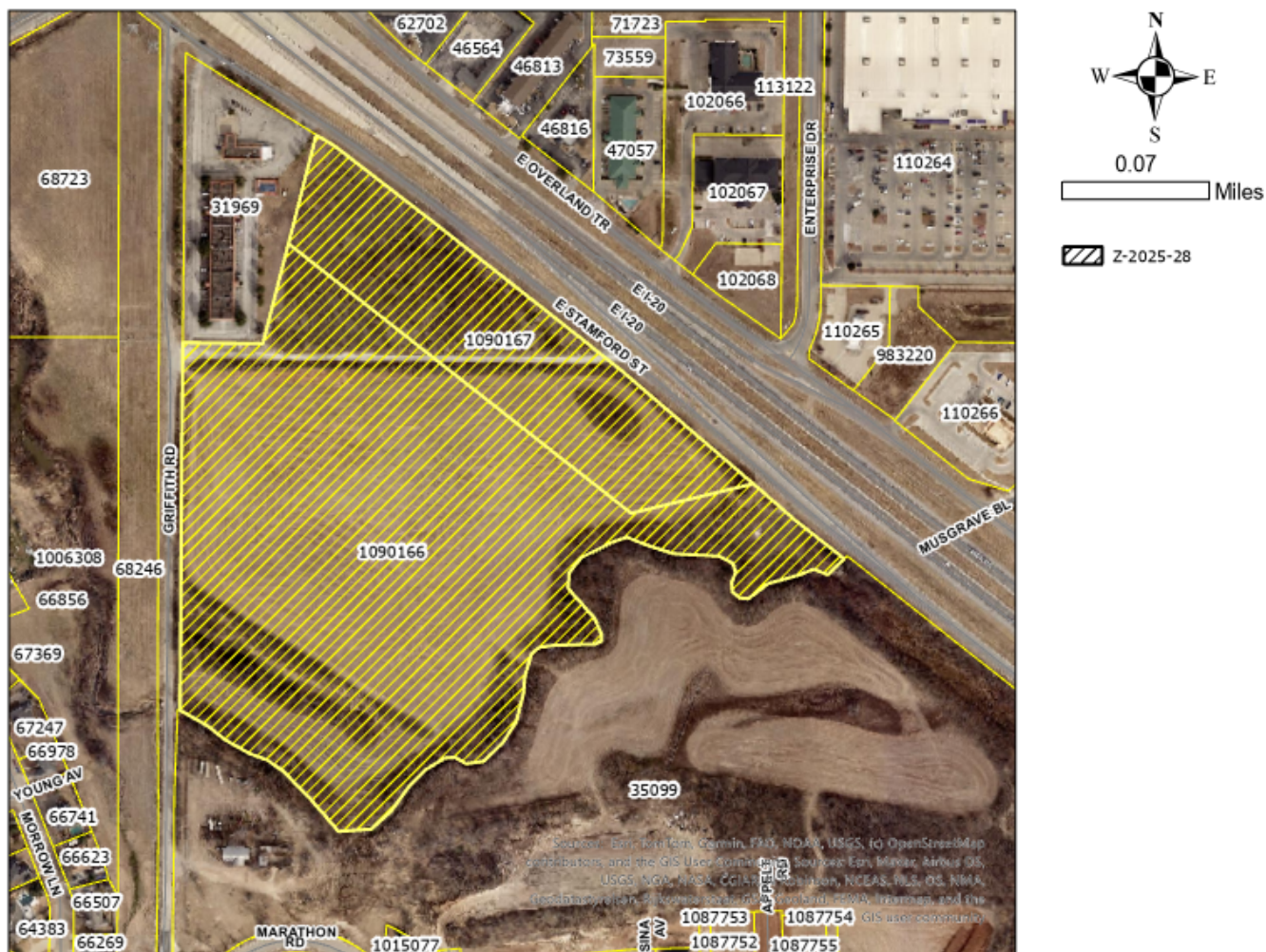
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 32.54 acres from Multifamily (MF) and General Commercial (GC) to General Commercial (GC).

Legal description as follows:

Lots 1 and 2, Block A, Rainy Creek Addition



END

ZONING CASE

Z-2025-28

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
City Council 1st Reading: September 25, 2025
City Council 2nd Reading: October 9, 2025

Applicant

Owner: Rainy Creek LP
Agent: Jacob Martin

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 32.55 acres from Agriculture Open (AO), Multi-Family (MF) and General Commercial (GC) to General Commercial (GC).

Location

Located at 1755 E Stamford St. Rainy Creek Subdivision, Section 3, Block A

Background

The subject property was rezoned from AO to MF and GC previously, however, the owner would like to rezone the property to strictly GC.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Hotel/Motel, Restaurants
East	GC, HC	Hotel/Motel, Offices
South	AO, PH	Vacant, Patio Homes
West	AO	Vacant/Utility Easement

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. The use is also buffered from the residential uses to the south by an unstudied flood zone (Rainy Creek).

(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. Any additional utilities that may be required will be addressed during the plat and site plan reviews.

(4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments

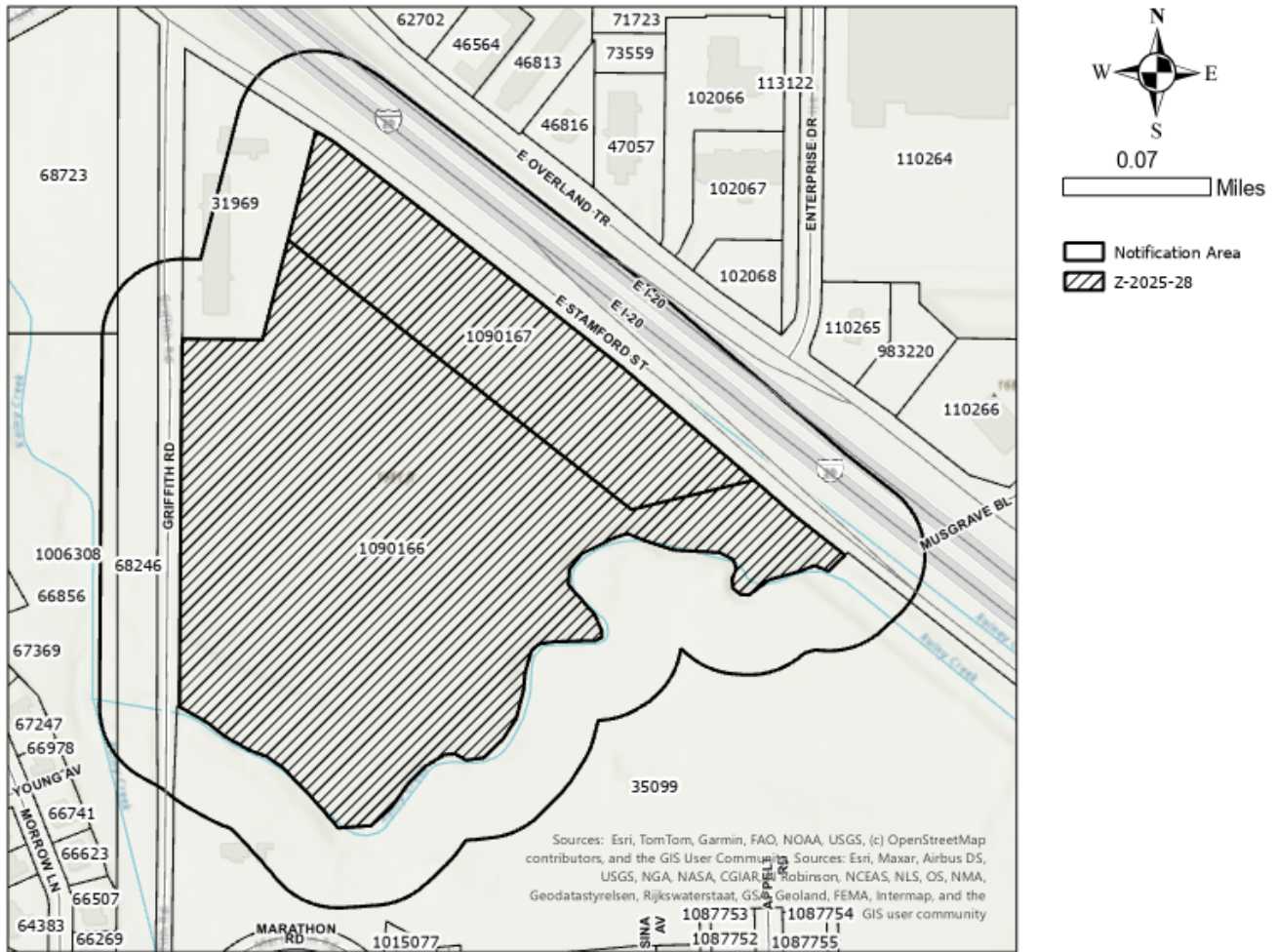
- PowerPoint Presentation
- Zoning Exhibit
- Application
- Responses
- Ordinance

Notification

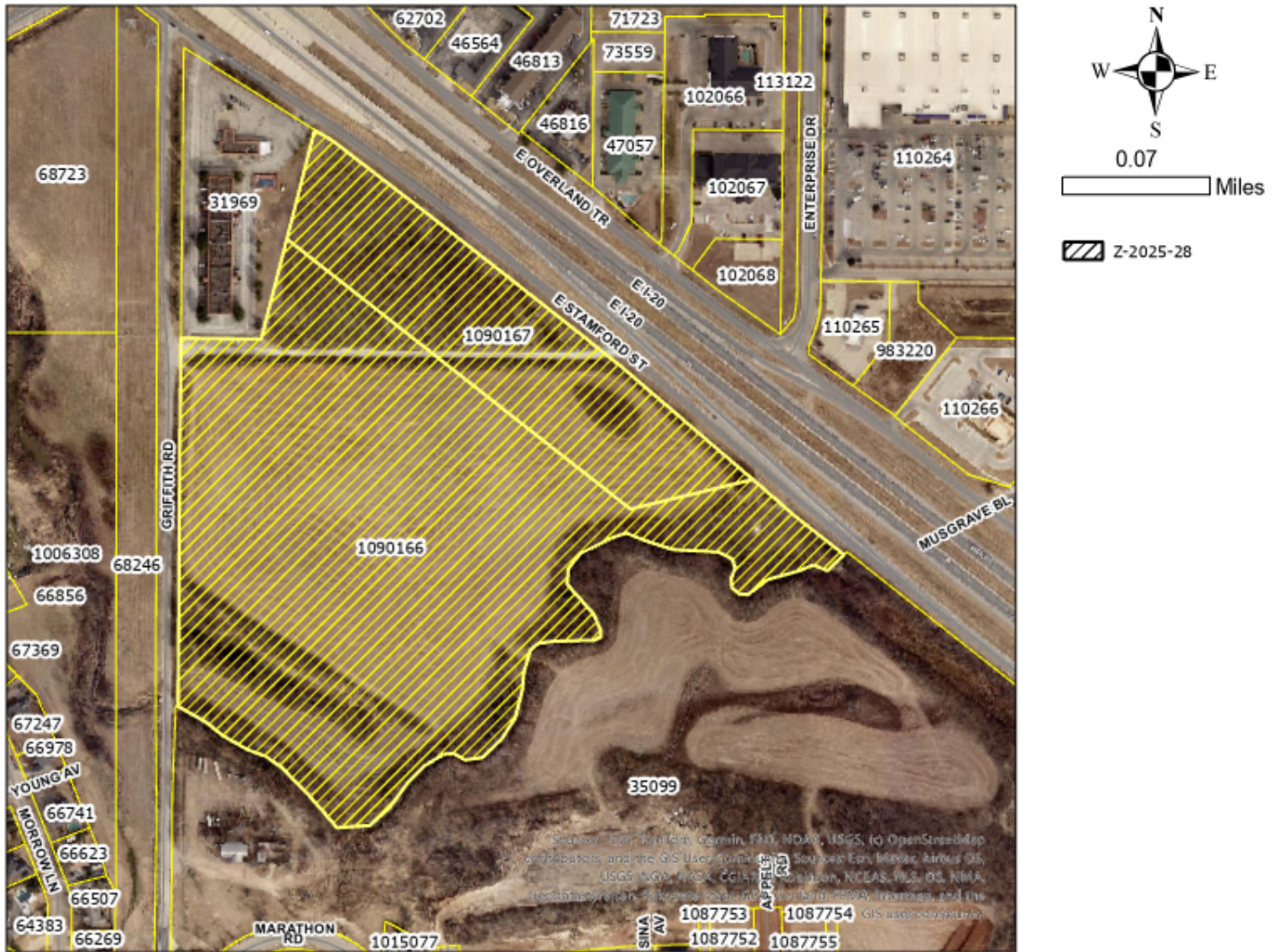
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 15, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
OWNER	PROP_ID	SITUS	RESPONSE
ABILENE CHRISTIAN UNIVERSITY	1006308	1325 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSITY	68723	1449 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSITY	68723	1441X E STAMFORD ST	
GRIFFITH LAKE ESTATES LLC	35099	2001 GRIFFITH RD	F
RAINY CREEK ABILENE LP	1090167	1601 E STAMFORD ST	
RAINY CREEK ABILENE LP	1090167	1755 E STAMFORD ST	
RAINY CREEK ABILENE LP	1090166		
SUNNY 97 LLC	31969	1525 Y E STAMFORD ST	
SUNNY 97 LLC	31969	1525 E STAMFORD ST	
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	

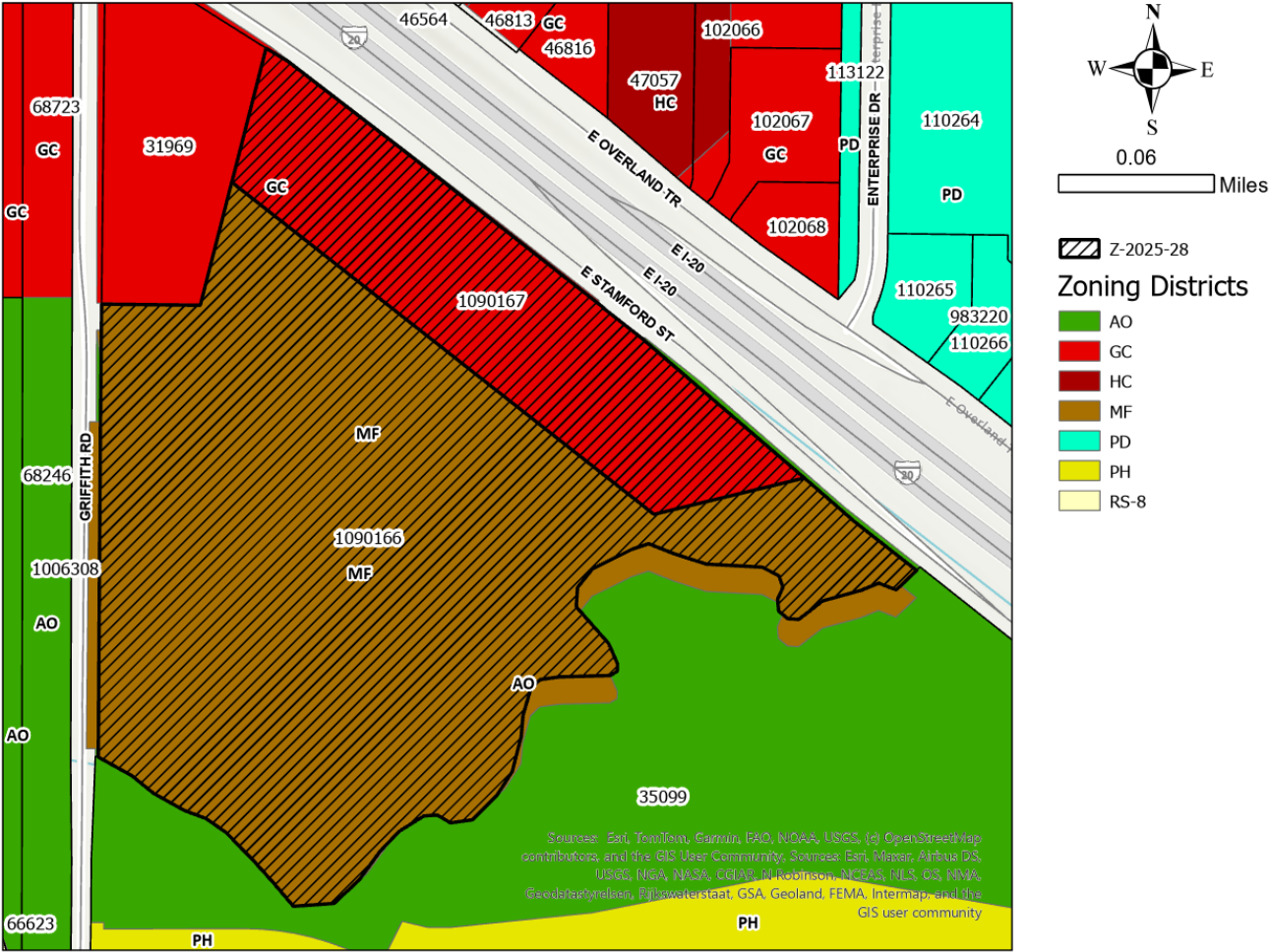
NOTIFICATION MAP



LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2025-28

Owner: Rainy Creek LP

Agent: Jacob Martin

Request: Change the zoning of approximately 32.55 acres from Agricultural Open (AO), General Commercial (GC), and Multi-Family (MF) to General Commercial (GC)

Location: 1755 E Stamford Street

Notification: 1 in Favor, 0 in Opposition

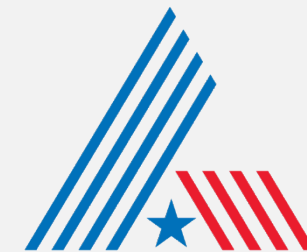
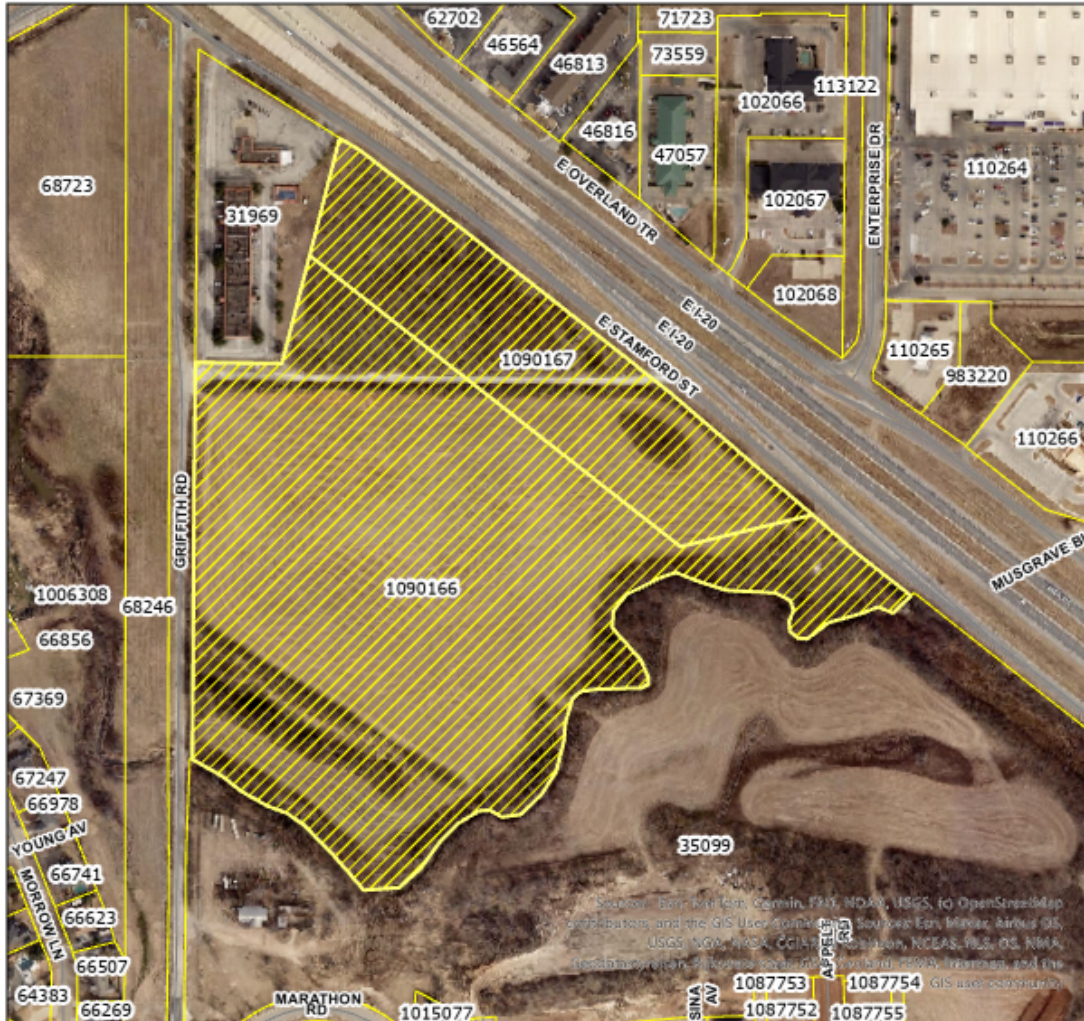
Planning & Zoning: September 2, 2025

Council Hearing: September 25, 2025
October 9, 2025





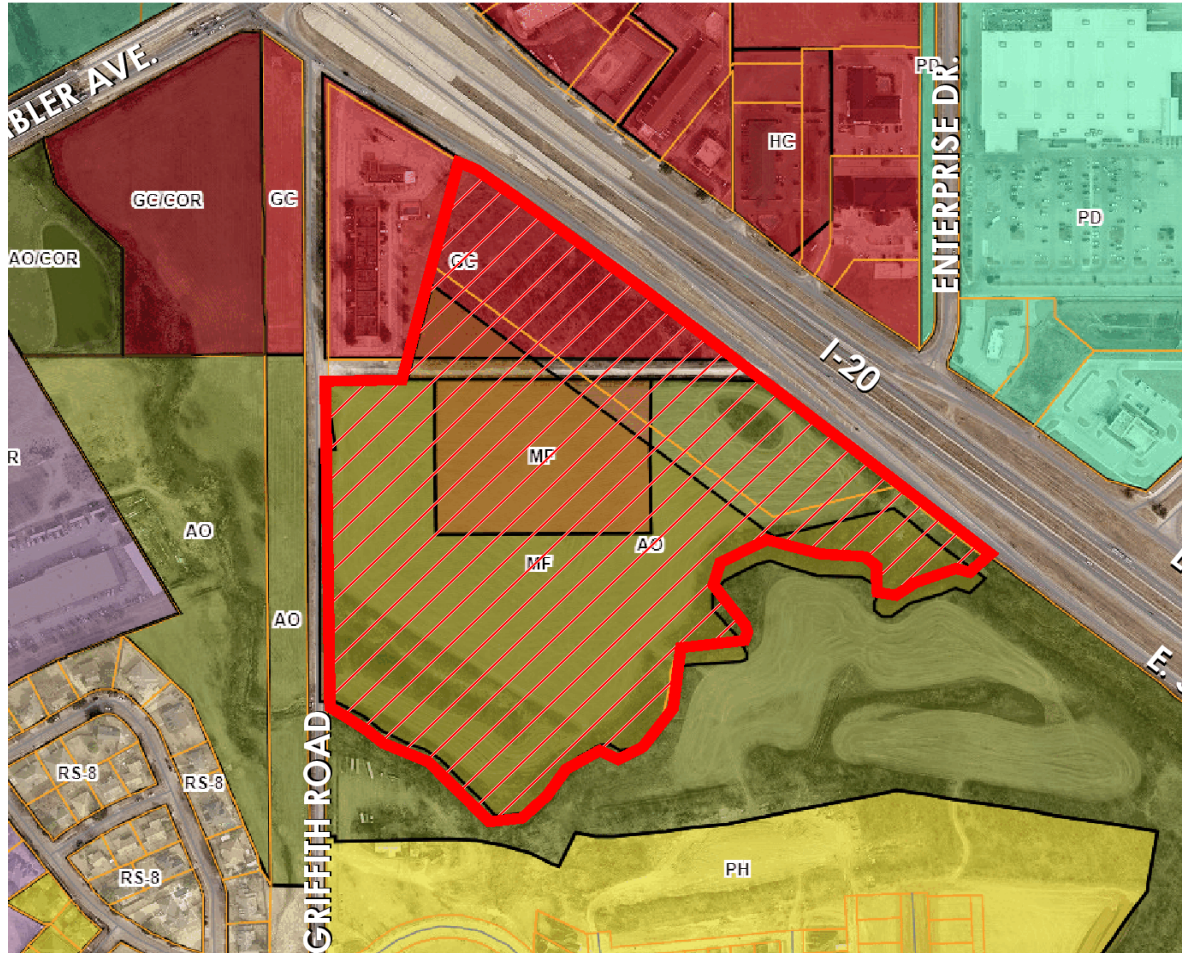
AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS



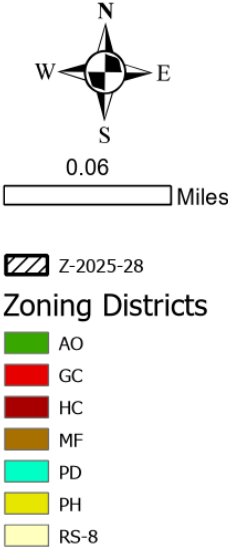
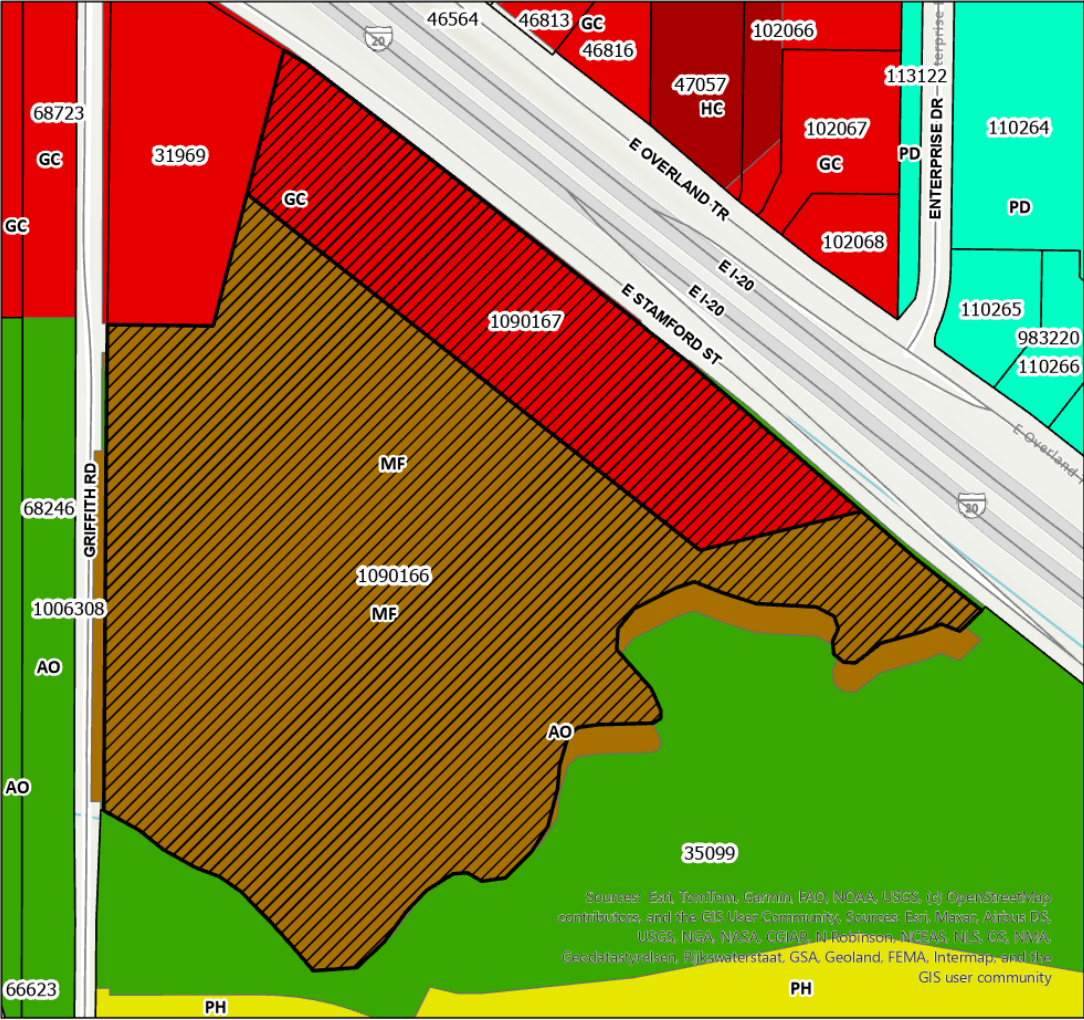
EXISTING ZONING MAP



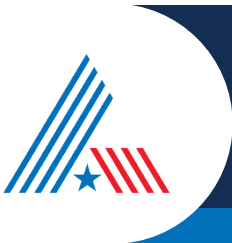


CORRECTED ZONING MAP

Approved by Ord. 049-2022



Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Mapbox, Airbus DS, USGS, NOAA, NASA, CGLAR, M. Robinson, NCEAS, NLS, GS, NIMA, GeoEye, GeoEye, GeoEye, GeoEye, GSA, GeoLand, FEMA, Intermap, and the GIS user community



USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling— Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE:

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES:

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

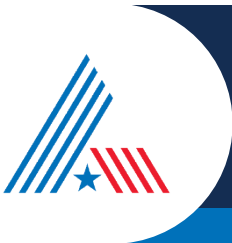
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

TRADE – WHOLESALE USES:

- C Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

LEGEND

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





PROPERTY VIEWS

Subject property



West Neighboring property



North Neighboring property

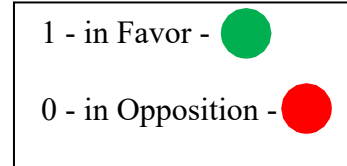
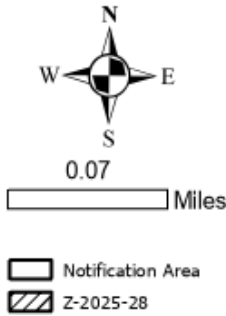
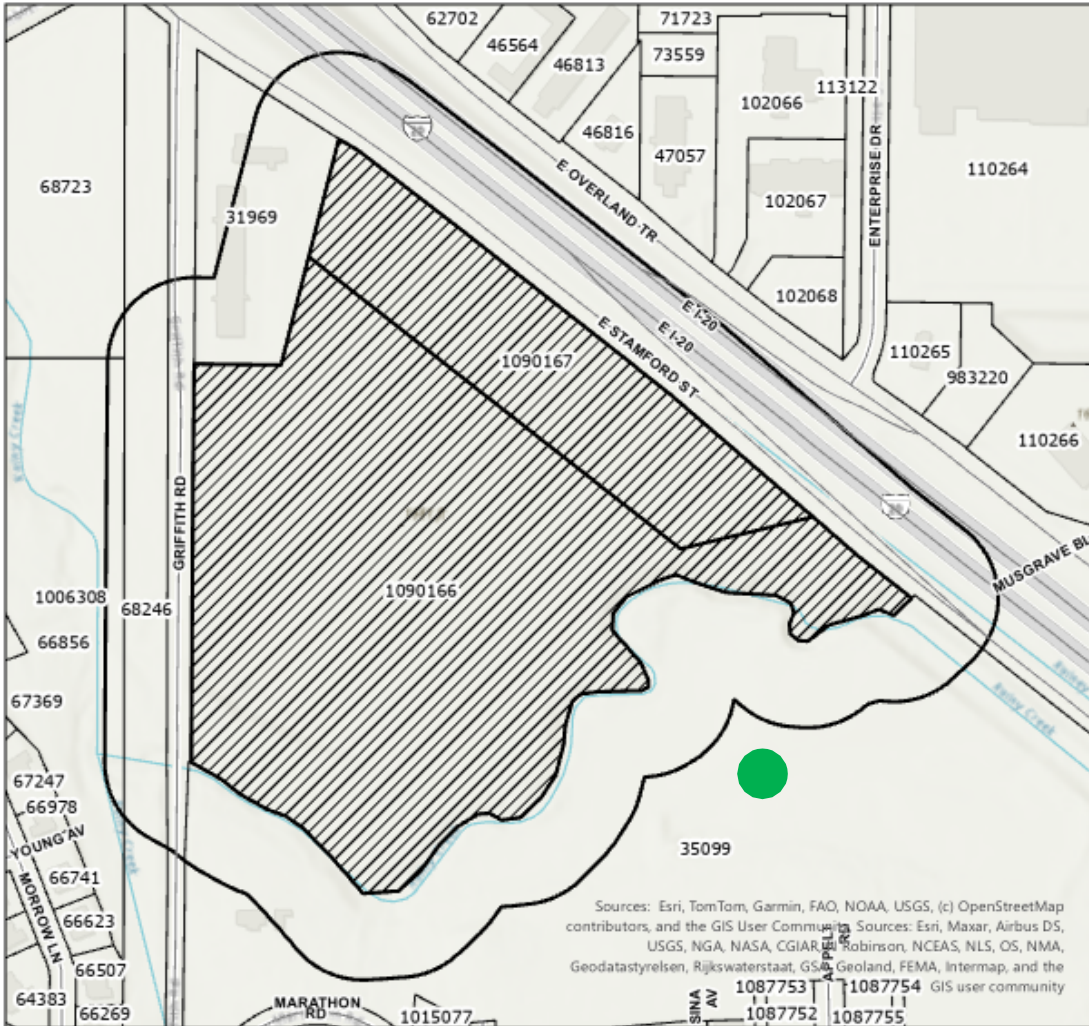


South Neighboring property





NOTIFICATION AREA MAP





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 & Zoning Commission Recommendation:
Approval.





Questions?



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-28 GC, MF, AO Rezone to GC - Rainy Creek

ID # 25-000179 | **Started** 07/29/2025 at 3:56 PM



Address

1601 E Stamford St, Abilene, TX USA 79601

Legal

Scottish Inns Addition Blk Block A Lot Lot 02
Rainey Creek Addn Sec 3, Block A, Lot 2, Acres 7.609

PROPERTY DETAILS

Property ID	1090167
GEO ID	60677
Enforcement Area	Abilene Heights Area

PROPERTY ADDITIONAL INFORMATION

Account Number	59900000100
Property ID	60677
Land Use	Commercial
High School	Ahs
Middle School	Craig
Elementary School	Taylor
Super Neighborhood	Abilene Heights Area
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Rainy Creek Abilene Lp - %david R Cragle Esq		1909 Woodall Rodgers - Fwy 2nd Floor Dallas, TX 75201-2232		Property Owner
Rainy Creek Abilene Lp - %david R Cragle Esq		5956 Sherry Ln Ste 675 - Dallas, TX 75225-8045		Property Owner

INFORMATION FIELDS

Owner Name

RAINY CREEK ABILENE LP

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

RAINEY CREEK ADDN SEC 3, BLOCK A, LOT 2, ACRES 7.609 & RAINEY CREEK ADDN SEC 3, BLOCK A, LOT 1, ACRES 24.948

Subdivision Name

-

Current Zoning

GC, MF, & AO

Proposed Zoning

GC

Agree to Terms

Clayton Farrow 7-29-2025

ATTACHED DOCUMENTS

UPLOADED ON

UPLOADED BY

68669_10357_Owner Authorization.pdf

08/04/2025 at 8:54 AM

Mason Teegardin

Owner Authorization.pdf

07/29/2025 at 4:36 PM

Kera Valois

EPR DOCUMENTS

ASSOCIATED STEPS

STATUS

LAST REVIEW BY

Civil

Zoning Application Review

Not Uploaded

-

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-28

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@ablenetx.gov.

Requestor's Parcel ID: 1090166, 109167

Your Name:

GRIFFITH LAKE ESTATES LLC

I am in favor of the request ☒

Requestor's Property Zoning: AO, MF, GC

Your Property Address:

2001 GRIFFITH RD

Requestor's Proposed Zoning: GC

Your Parcel ID:

35099

I am opposed to the request ☐

Signature:

AUG 25 AM10:52

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-28

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:	1090166, 109167	Your Name:	GRIFFITH LAKE ESTATES LLC	I am in favor of the request ☒
Requestor's Property Zoning:	AO, MF, GC	Your Property Address:	2001 GRIFFITH RD	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	35099	I am opposed to the request ☐

Signature: _____

AUG 25 AM10:52



City Council Agenda Memo

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (Final Reading) Z-2025-29:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 106.76 Acres From Residential Single-Family (RS-8) To Residential Single-Family (RS-6). Located At The 6700 Block Of Lantana Avenue. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was annexed in 1995 and was previously rezoned to RS-8 to allow for 8000 square foot minimum lots. The owner would like to rezone the property to allow a minimum of 6000 square foot lots.

SPECIAL CONSIDERATIONS

Section 211.0061 of the Texas Land Development Code was amended as of September 1, 2025.

Pursuant to the amendment, if a rezoning allows more residential development, and does not allow additional commercial or industrial uses, the protest must be at least 60% of landowners within 200' of the property being rezoned. If the 60% threshold is met, only a majority of all members must vote for the rezoning. There is no longer a super-majority vote requirement in these circumstances.

The rezoning from RS8 to RS6 allows more residential development, and does not allow additional commercial or industrial use, the protest must be 60% or more. The protest in this matter is 30.99%.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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 & Bounds
4. Project Overview
5. 6502 Windmill Grass
6. 6617 Windmill Grass
7. 7050 Lantana Av
8. Z-2025-29 - Staff Letter
9. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 106.76 acres from Residential Single-Family (RS-8) to Residential Single-Family (RS-6).

Legal description as follows:

Being 106.76 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 106.76 acres of land being more particularly described as follows;

Beginning at a found 1/2" Metal Rebar at the Southeast corner of this tract at the Southwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of said 217.08 acre tract whence a found 1/2" Metal Rebar in concrete bears S 88°52'52" E 1,885.21' being the Southeast corner of said 217.08 acre tract on the North line of Rio Mesa Drive at the Northeast corner of Southern Meadows Addition, Section 4, recorded in Plat Cabinet 2, Slide 332-C, Plat Records of Taylor County, Texas and said rebar in concrete also being the Southwest corner of Lot 7, Block C, Southern Meadows Addition, Section 3, recorded in Plat Cabinet 3, Slide 732, Plat Records of Taylor County, Texas;

THENCE N 88°52'52" W at 1,033.94' pass a found 1/2" Metal Rebar at the Northwest corner of a tract of land recorded in Volume 3156, Page 976, Official Public Records of Taylor County, Texas, and continue on at 2,135.74' pass a found 1/2" Metal Rebar at the Northwest corner of Lot 1, Block A, Elprado Estates Addition to the City of Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 133, Plat Records of Taylor County, Texas, and continue on a distance in all of 2,317.82' to the Northwest corner of said Elprado Estates in Elm Creek and the Southwest corner of said 217.08 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L1=N 00°25'31" W 41.61'; L2=N 53°59'25" E 141.51'; L3=N 08°24'44" E 81.23'; L4=N 31°07'34" W 79.12'; L5=N 65°22'57" W 129.78'; L6=S 71°54'47" W 246.74'
L7=S 80°50'19" W 52.20'; L8=N 54°16'28" W 28.20'; L9=N 09°39'05" E 40.86'
L10=N 34°28'48" E 51.02'; L11=N 14°17'45" W 38.82'; L12=N 48°36'10" W 68.20'
L13=N 11°27'53" W 146.97'; L14=N 18°19'10" E 57.44'; L15=N 48°20'32" E 87.20'
L16=N 06°17'41" W 36.19'; L17=N 45°59'47" W 76.35'; L18=N 08°00'58" W 73.94'; N 29°46'14" E 531.72';

L19=N 65°15'17" E 152.54'; L20=S 89°19'28" E 50.10'; L21=S 31°07'41" E 74.96'
L22=S 60°02'22" E 58.07'; L23=N 82°22'50" E 62.39'; L24=N 61°47'06" E 67.11'
L25=S 72°44'29" E 145.24'; L26=S 84°11'15" E 124.76'; L27=S 87°56'43" E 108.59'
L28=N 67°12'13" E 108.80'; L29=N 30°16'32" E 109.49'; L30=N 34°20'30" W 106.23'
L31=N 69°42'40" W 162.94'; L32=N 23°28'50" W 64.94'; L33=N 30°03'17" E 64.33';
L34=N 68°09'23" E 65.65' to the Southeast corner of a 0.953 acre tract recorded in Instrument No. 2012-00002804;

THENCE L35=N 62°37'38" E 24.11' to a corner of said 0.953 acre tract;

THENCE L36=N 18°39'10" E 61.49' to the Southeast corner of a 1.0 acre tract recorded in Volume 927, Page 401, Deed Records of Taylor County, Texas;

THENCE along the East line of said 1.0 acre tract and the center of Elm Creek as follows;;
L37=N 24°41'49" E 56.95'; L38=N 38°43'24" E 49.16'; L39=N 08°14'37" E 54.31' to the Northeast corner of said 1.0 acre tract;

THENCE L40=N 04°32'40" W 20.10' to the Northeast corner of said 0.953 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L42=N 04°15'00" W 113.56'; L43=N 13°06'30" E 72.79'; L44=N 44°48'15" E 159.27'; L45=N 69°46'21" E 148.53'; L46=N 67°59'33" E 214.71'; L47=N 89°32'01" E 99.31'; L48=S 72°11'34" E 130.87'; L49=S 53°03'35" E 113.50'; L50=N 75°20'29" E 93.61'; L51=S 82°29'36" E 54.37';
L52=S 54°04'37" E 66.00'; L53=S 82°26'45" E 279.10'; L54=N 62°12'13" E 61.80'; L55=N 29°59'15" E 134.34'; L56=N 04°53'02" E 26.92'; L57=N 81°55'33" W 57.63'; L58=N

ORDINANCE NO. _____

40°47'41" W 34.99'; L59=N 03°15'42" W 18.07'; L60=N 23°09'01" E 55.21'; L61=N 48°44'40" E 57.57'; L62=N 73°38'16" E 47.54'; L63=S 69°40'18" E 229.84'; L64=S 62°52'07" E 102.74'; L65=S 83°34'32" E 42.70'; L66=N 79°56'33" E 116.02'; L67=S 67°56'59" E 37.75' to a point in Elm creek on the North line of said 217.08 acre tract;

THENCE S 00°38'06" W 189.03' to a Found ½" Metal Rebar at the Northeast corner of Elm Creek at Wylie Section 3 (recorded in Plat Cabinet 4, Slide 702, Plat Records of Taylor County, Texas;

THENCE N75°59'38"W 249.25' to a found ½" Metal Rebar at a point of intersection on the North line of Lot 31, Block F of said Section 3;

THENCE S83°37'42"W 229.52' to a found ½" Metal Rebar at the common corner of Lots 32 and 33 Block F of said Section 3;

THENCE S36°52'51"W 162.03' to a found ½" Metal Rebar at a point of intersection on the Northwest line of Lot 34, Block F, of said Section 3;

THENCE S57°07'28"W 188.43' to a found ½" Metal Rebar at a point of intersection on the Northwest line of Lot 36, Block F, of said Section 3;;

THENCE S88°18'36"W 168.06'' to a found ½" Metal Rebar at a point of intersection on the North line of Lot 37, Block F, of said Section 3;

THENCE S80°23'23"W 49.66' to a found ½" Metal Rebar at the Northwest corner of said Section 3 and the common corners of lots 37 and 38, Block F, of said Section 3;

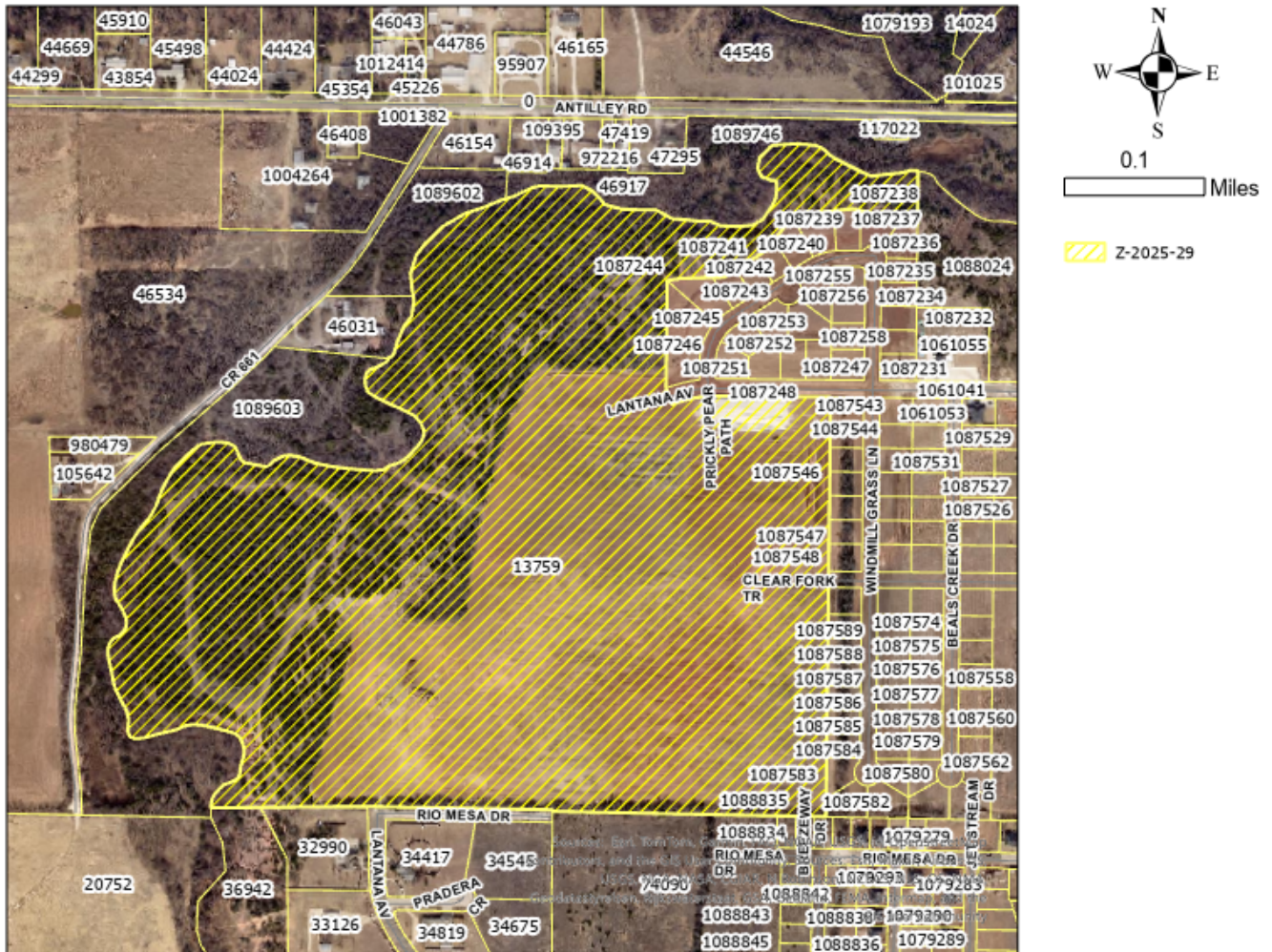
THENCE S00°38'07"W 404.93' to a found 1/2" Metal Rebar at the Southwest corner of Lot 39, Block F of said Section 3 on the North line of Lantana Avenue;

THENCE S21°13'04"E 65.00' to a set ½" Metal Rebar on the South line of Lantana Avenue at the Southwest corner of said Section 3 on a curve to the right;

THENCE with the arc of a curve to the right on the South line of Lantana Avenue, having a radius of 467.50' and a chord bearing N79°42'32"E 177.23', a distance of 178.31' to a set 1/2" Metal Rebar at the end of said curve;

THENCE S89°21'53"E 421.79' to a found ½" Metal Rebar at the Northwest Corner of Elm Creek at Wylie, Section 4 (recorded in Plat Cabinet 4, Slide 717, Plat Records of Taylor County, Texas) also being the Northwest corner of Lot 1, Block K, of said Section 4;

THENCE S00°38'07"W at 715.59' pass a found ½" Metal Rebar at the Southwest Corner of said Section 4 and the Northwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of Clear Fork Trail and continue on a distance in all of 1,579.76' to the place of beginning and containing 106.76 acres of land.



END

ZONING CASE

Z-2025-29

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
City Council 1st Reading: September 25, 2025
City Council 2nd Reading: October 9, 2025

Applicant

Owner: Red Dirt Holdings LLC
Agent: Jacob Martin

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 106.76 acres from Residential Single-Family (RS-8) to Residential Single-Family (RS-6).

Location

Located at the west end of Lantana Avenue.

Background

The subject property was annexed in 1995 and was previously rezoned to RS-8 to allow for 8000 square foot minimum lots. The owner would like to rezone the property to allow a minimum of 6000 square foot lots.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	ETJ	Agricultural/Single Family
East	RS-8	Single Family
South	AO, RS-8	Single Family
West	ETJ	Vacant, Agricultural, 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. Additional extensions of utilities shall be required at the time of platting.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Metes & Bounds
- Project Overview
- Responses
- Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 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
ABILENE CUSTOM HOMES LLC	1087544	6510 WINDMILL GRASS LN	
ALONZO LUCIANO JR & NICOLE	46914		
AMERICAN TOWER LP	117022		
B-4 FARMS LLC	20752	340 CR 661	
BAILEY JED LEE JR & SARA	1087239	6718 PRICKLY PEAR PATH	
BASS JAMES G & LAURI	1087575	6717 WINDMILL GRASS LN	
BEALL JOHN & JENNIFER	1087581	6841 WINDMILL GRASS LN	F
BOLLS CINDY	972216		
BUCHHOLTZ MARK	1087573	6701 WINDMILL GRASS LN	
CHERRY ROBERT & KRISTINA	32990	7050 LANTANA AV	O
CITY OF ABILENE	36942		X
COCHRAN WILLIAM LAWRENCE & MARSHA ELAINE	1079281	5502 RIO MESA DR	
DOWNING GERALD	1087549	6618 WINDMILL GRASS LN	
DURAN GERARDO LOYA JR & SARA ELIZABETH	1087574	6709 WINDMILL GRASS LN	
ECW DEVELOPMENT LLC	1087246	6818 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087251	6815 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087248	6718 LANTANA AV	F

ECW DEVELOPMENT LLC	1087249	6726 LANTANA AV	F
ECW DEVELOPMENT LLC	1087250	6734 LANTANA AV	F
ECW DEVELOPMENT LLC	1087258	6430 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087252	6801 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087253	6741 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087243	6750 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087255	6725 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087235	6409 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087242	6742 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087241	6734 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087236	6401 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087240	6726 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087237	6702 PRICKLY PEAR PATH	F
ECW DEVELOPMENT LLC	1087537	6609 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087548	6610 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087538	6601 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087547	6602 WINDMILL GRASS LN	F
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ECW DEVELOPMENT LLC	1087546	6526 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087541	6509 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087583	6834 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087584	6826 WINDMILL GRASS LN	F
ECW DEVELOPMENT LLC	1087582	6842 WINDMILL GRASS LN	F
ECW PROPERTY OWNERS ASSOCIATION	1088024		F
EDWARDS BAILY & ALEXIS	1087577	6809 WINDMILL GRASS LN	
FILANI JOEL & SHAYLA	1087585	6818 WINDMILL GRASS LN	
FORRESTER CODY & BRITTANY ALISE	1088832	5518 RIO MESA DR	
GIBBS TAYLOR & MEGAN	1087580	6833 WINDMILL GRASS LN	
GLOUDE MURRY N & ELANA D	1087545	6518 WINDMILL GRASS LN	
GOMEZ JAVIER A	1088841	7002 BREEZEWAY DR	
GUIAR JOHN K	1087542	6501 WINDMILL GRASS LN	
HALE SHELLY MARIE	1087543	6502 WINDMILL GRASS LN	O
HODGES LARRY A & CHERYL	109395		
HONEY JOHN T	46154		
HTB FARMS INC	46534	246 CR 661	
HTB FARMS INC	1089746		
JACKSON HELD ENTERPRISES LLC	1087588	6718 WINDMILL GRASS LN	
JACKSON HELD ENTERPRISES LLC	1087589	6710 WINDMILL GRASS LN	
JENNINGS ZACHARY H & ALAINA N	1087579	6825 WINDMILL GRASS LN	
KEY CITY HOMES LLC	1087586	6810 WINDMILL GRASS LN	
KEY CITY HOMES LLC	1087587	6802 WINDMILL GRASS LN	
KNIGHT DANNY & JAN	47419		
KOHUTEK CORY J & KAYLA M	1079282	5510 RIO MESA DR	
KUBE DRAKE A & ALYSSA F	1087578	6817 WINDMILL GRASS LN	
LOREDO LAURA LARA	47295		
LOUDERMILK ENTERPRISES LLC	1087244	6802 PRICKLY PEAR PATH	
MACNOLL GARY W & CHRISTI S	44546	5566 ANTILLEY RD	
MILLER BRADY & CONOR	1088840	7001 BREEZEWAY DR	

MORILLA CHARLES III & ASHLEE	46031	117 CR 661	O
MORILLA CHARLES III & ASHLEE	1089602		O
MORILLA CHARLES III & ASHLEE	1089603		O
MURRAY BRANDY	1087238	6710 PRICKLY PEAR PATH	
NEASMAN FARLEY B III & AILEEN	1087536	6617 WINDMILL GRASS LN	O
NOTTINGHAM LYN	46917		
OCONNOR TYLER &	1087576	6801 WINDMILL GRASS LN	
OLVERA REYES II & ANGELICA	1087540	6517 WINDMILL GRASS LN	
PATEL YOGESHKUMAR T & ZARNA METHA	34545	5502 PRADERA CR	
PERMIAN REAL ESTATE INC	1088833	5526 RIO MESA DR	
PERMIAN REAL ESTATE INC	1088834	5534 RIO MESA DR	
PERMIAN REAL ESTATE INC	1088835	5542 RIO MESA DR	
PERMIAN REAL ESTATE INC	74090		
POWELL JOHN B & JACKIE L	980479		
POWELL JOHN B & JACKIE L	105642	246 B CR 661	
RED DIRT HOLDINGS LLC	13759		F
SOLOMON LUKE WILLIAM & NANCIE PAIGE	1087590	6702 WINDMILL GRASS LN	
STERLING STANLEY M & GAIL L	34417	5550 PRADERA CR	
SULLIVAN DOUGLAS & SUSAN	1087245	6810 PRICKLY PEAR PATH	
TM CORNERSTONE ENTERPRISES LLC	1087231	6441 WINDMILL GRASS LN	
TM CORNERSTONE ENTERPRISES LLC	1087247	6438 WINDMILL GRASS LN	

PROPERTY ID

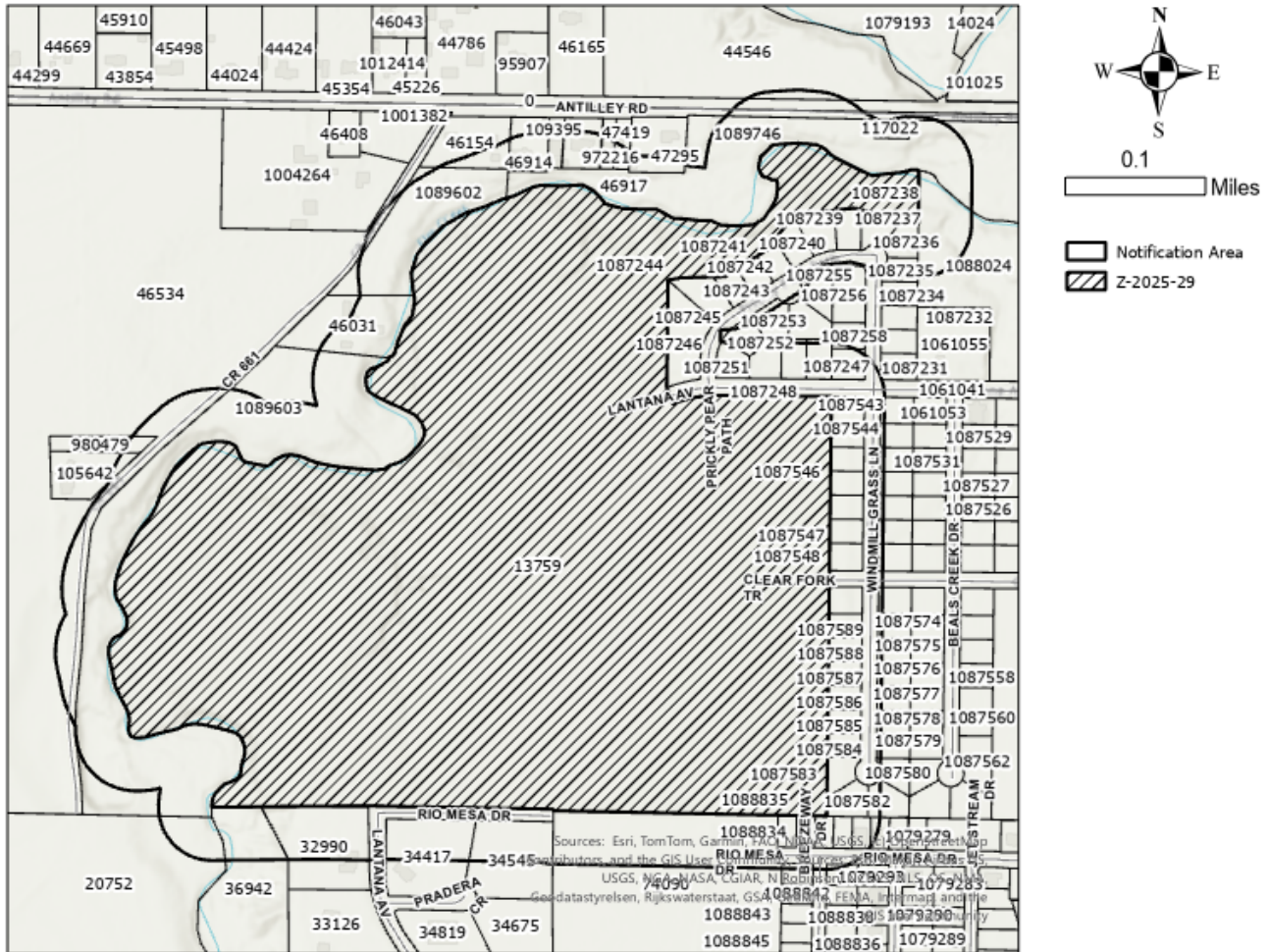
Legend: O - Opposed, F - In Favor

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STERLING STANLEY M & GAIL L	34417	5550 PRADERA CR	
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CITY OF ABILENE	36942		X
MACNOLL GARY W & CHRISTI S	44546	5566 ANTILLEY RD	
MORILLA CHARLES III & ASHLEE	46031	117 CR 661	O
HONEY JOHN T	46154		
HTB FARMS INC	46534	246 CR 661	
ALONZO LUCIANO JR & NICOLE	46914		
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BOLLS CINDY	972216		
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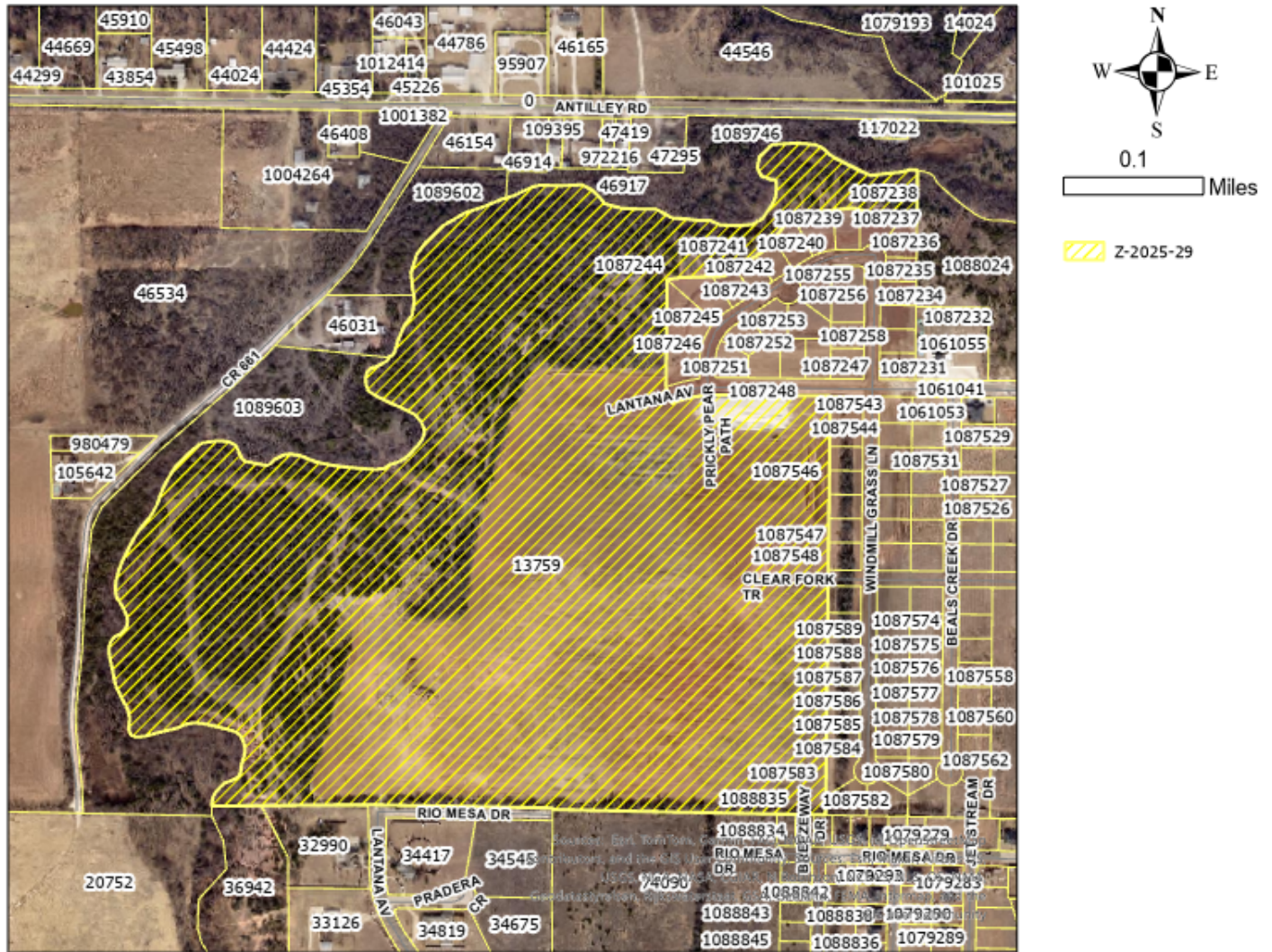
COCHRAN WILLIAM LAWRENCE & MARSHA ELAINE	1079281	5502 RIO MESA DR	
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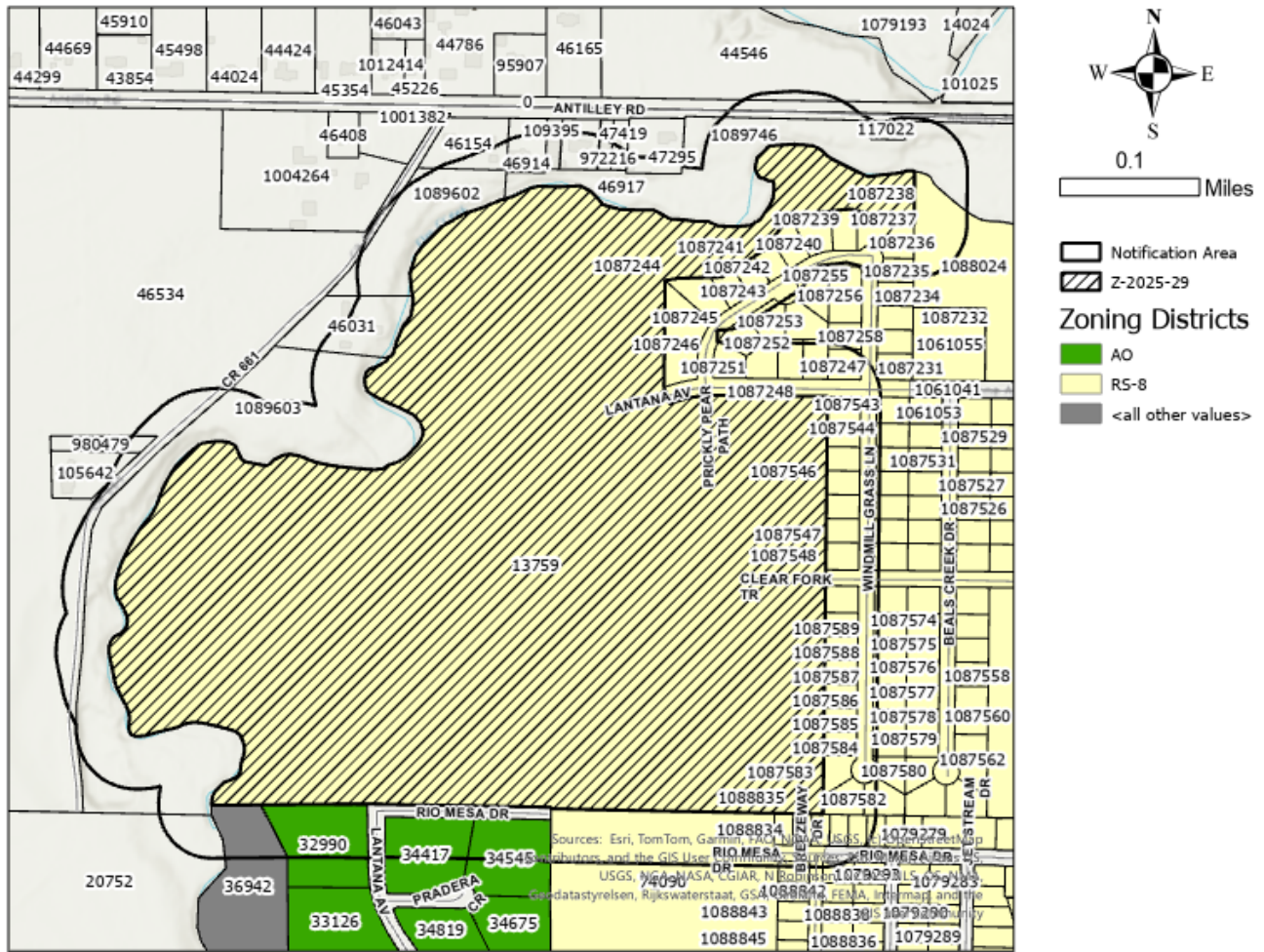
NOTIFICATION MAP

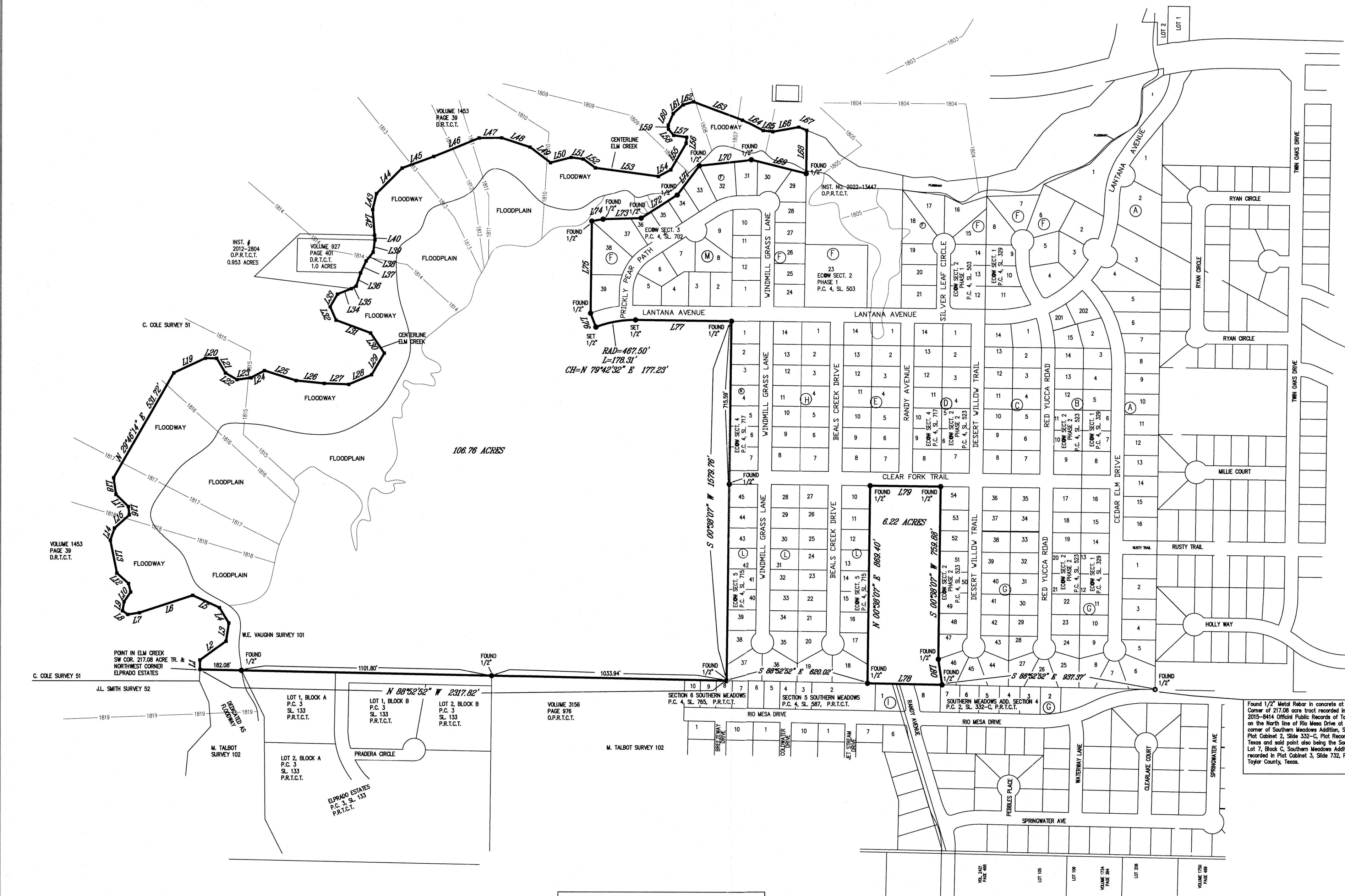


LOCATION MAP



ZONING MAP





L1=N 00°25'31" W 41.61'
L2=N 53°59'25" E 141.51'
L3=N 08°24'44" E 81.23'
L4=N 31°07'54" W 79.12'
L5=N 65°22'57" W 129.78'
L6=S 71°54'47" W 246.74'
L7=S 80°50'19" W 52.20'
L8=N 54°16'28" W 28.20'
L9=N 09°38'05" E 40.86'
L10=N 34°28'49" E 51.02'
L11=N 14°17'45" W 38.82'
L12=N 48°36'10" W 68.20'
L13=N 11°27'53" W 148.97'
L14=N 18°19'10" E 57.44'
L15=N 48°20'32" E 87.20'
L16=N 06°17'41" W 36.19'
L17=N 45°59'47" W 76.35'
L18=N 08°00'58" W 73.94'
L19=N 65°15'17" E 152.54'
L20=S 89°19'28" E 50.10'
L21=S 31°07'41" E 74.96'
L22=S 80°02'22" E 58.07'
L23=N 82°22'50" E 62.39'
L24=N 61°47'06" E 67.11'
L25=S 72°44'29" E 145.24'
L26=S 84°11'15" E 124.76'
L27=S 87°56'43" E 108.59'
L28=N 67°12'13" E 108.80'
L29=N 30°16'32" E 109.49'
L30=N 34°20'30" W 108.23'
L31=N 69°42'40" W 162.94'
L32=N 23°28'50" W 84.94'
L33=N 30°03'17" E 84.65'
L34=N 68°09'23" E 85.65'
L35=N 62°37'26" E 24.11'
L36=N 18°38'10" E 61.49'
L37=N 24°41'49" E 56.95'
L38=N 38°43'24" E 49.16'
L39=N 08°14'37" E 54.91'
L40=N 04°32'40" W 20.10'
L42=N 04°15'00" W 113.56'
L43=N 13°06'30" E 72.78'
L44=N 44°48'15" E 159.27'
L45=N 69°46'21" E 148.53'
L46=N 67°59'53" E 214.71'
L47=N 89°32'01" E 98.31'
L48=S 72°11'34" E 130.87'
L49=S 63°03'55" E 113.50'
L50=N 75°20'29" E 93.61'
L51=S 62°29'36" E 54.39'
L52=S 54°04'37" E 68.00'
L53=S 82°26'45" E 279.10'
L54=N 62°12'13" E 61.80'
L55=N 29°59'15" E 134.34'
L56=N 04°53'02" E 26.92'
L57=N 01°55'33" W 57.63'
L58=N 40°47'41" W 34.99'
L59=N 03°15'42" W 18.07'
L60=N 23°09'01" E 55.21'
L61=N 48°44'40" E 57.57'
L62=N 73°38'16" E 47.54'
L63=S 69°40'18" E 228.84'
L64=S 62°52'07" E 102.74'
L65=S 83°34'32" E 42.70'
L66=N 79°56'53" E 116.02'
L67=S 67°56'59" E 37.75'
L68=S 00°59'06" W 189.03'
L69=N 75°59'30" W 248.25'
L70=S 83°37'42" W 228.62'
L71=S 36°52'51" W 182.43'
L72=S 67°07'28" W 188.43'
L73=S 80°10'38" W 188.06'
L74=S 00°50'22" W 48.86'
L75=S 00°50'02" W 48.83'
L76=S 21°13'04" E 65.00'
L77=S 89°21'53" E 421.79'
L78=N 88°52'52" W 327.81'
L79=S 89°21'53" E 310.00'
L80=S 08°22'23" E 113.69'

ACREAGE BREAK DOWN
106.76 ACRES
6.22 ACRES
112.98 ACRES TOTAL
21.09 ACRES IN FLOODWAY
17.78 ACRES IN FLOODPLAIN
74.11 ACRES NOT IN FLOODWAY OR FLOOD PLAIN

EASEMENTS TO WEST TEXAS UTILITIES COMPANY RECORDED IN VOLUME 195, PAGE 350, D.R.T.C.T., VOLUME 1153, PAGE 426, D.R.T.C.T., AND VOLUME 2216, PAGE 513, O.P.R.T.C.T. DOES NOT AFFECT THESE 2 TRACTS.

EASEMENTS AND RIGHT-OF-WAYS TO THE CITY OF ABILENE, RECORDED IN VOLUME 129, PAGE 141, D.R.T.C.T., VOLUME 1243, PAGE 261, D.R.T.C.T., VOLUME 1286, PAGE 736, D.R.T.C.T., VOLUME 2163, PAGE 717, O.P.R.T.C.T., AND INSTRUMENT NO. 2021-12883 O.P.R.T.C.T. DOES NOT AFFECT THESE TWO TRACTS OF LAND.

EASEMENT TO LONE STAR GAS RECORDED IN VOLUME 224, PAGE 7, D.R.T.C.T. DOES NOT AFFECT THESE TWO TRACTS OF LAND.

EASEMENTS TO AEP TEXAS NORTH COMPANY RECORDED IN VOLUME 2843, PAGE 124, O.P.R.T.C.T. AND INSTRUMENT NO. 2021-28648 DOES NOT AFFECT THESE TWO TRACTS OF LAND.

G.F. NO. 240312T
WEST TEXAS LAND GUYS ABILENE, LLC

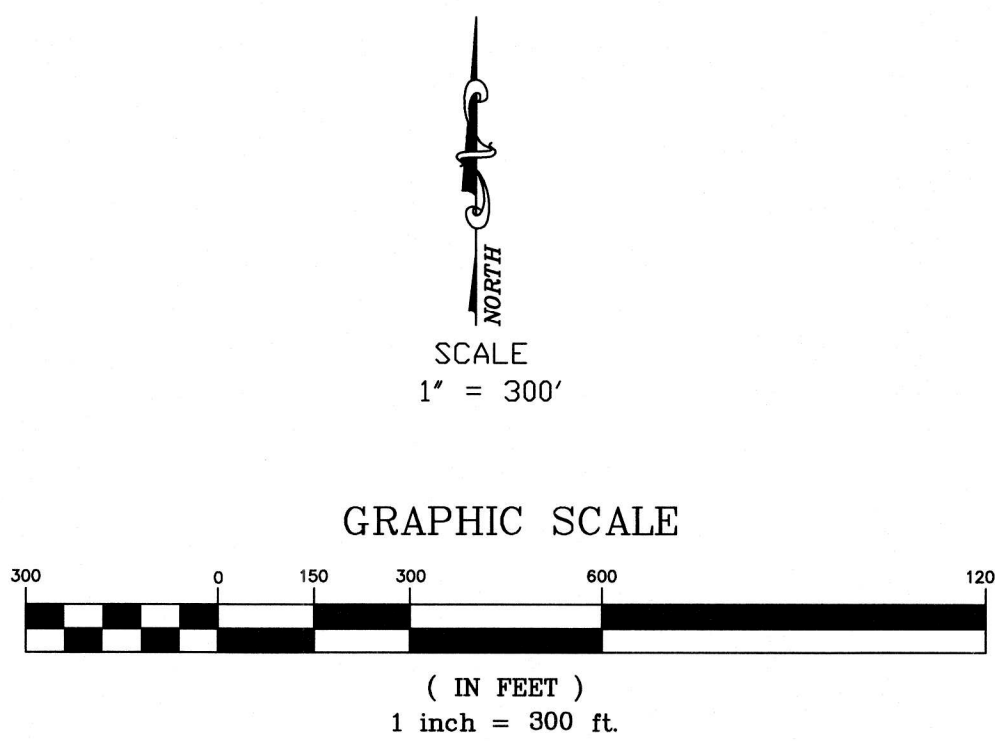
I hereby certify to FIRST TEXAS TITLE COMPANY AND WEST TEXAS LAND GUYS ABILENE, LLC this plat shows the correct location of the improvements situated upon the following two tracts of land, Tract One Being 106.76 acres and Tract Two being 6.22 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 106.76 acres and 6.22 acres of land being more particularly described as follows; See attached "EXHIBIT A", Page 2 and 3 of 3.

Surveyed on the ground November 7, 2023
Alvin J. Adams
Alvin J. Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.L.S. No. 4130
ADAMS ENGINEERING AND SURVEYING INC.
ALL RIGHTS RESERVED

AS
ADAMS ENGINEERING AND SURVEYING INC.
4333 SAYLES BOULEVARD
ABILENE, TEXAS 79605
OFF- (325) 695-2285
FAX- (325) 695-4183
FIRM NO. F-598
SURVEY REGISTRATION # 10008300

LEGEND
○ METAL REBAR AS NOTED
■ POINT IN CENTER ELM CREEK

BEARING BASIS
TEXAS STATE PLANE ZONE 2 COORDINATES
NAD 83, TEXAS NORTH CENTRAL ZONE
(ZONE 5351, FIPS 4202)
DETERMINED FROM GPS SURVEY DATA



NOTICE
THIS PLAT IS INVALID WITHOUT AN ORIGINAL SIGNATURE ACROSS THE SEAL

EXHIBIT "A"
TRACT ONE

Being 106.76 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 106.76 acres of land being more particularly described as follows;

Beginning at a found 1/2" Metal Rebar at the Southeast corner of this tract at the Southwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of said 217.08 acre tract whence a found 1/2" Metal Rebar in concrete bears S 88°52'52" E 1,885.21' being the Southeast corner of said 217.08 acre tract on the North line of Rio Mesa Drive at the Northeast corner of Southern Meadows Addition, Section 4, recorded in Plat Cabinet 2, Slide 332-C, Plat Records of Taylor County, Texas and said rebar in concrete also being the Southwest corner of Lot 7, Block C, Southern Meadows Addition, Section 3, recorded in Plat Cabinet 3, Slide 732, Plat Records of Taylor County, Texas;

THENCE N 88°52'52" W at 1,033.94' pass a found 1/2" Metal Rebar at the Northwest corner of a tract of land recorded in Volume 3156, Page 976, Official Public Records of Taylor County, Texas, and continue on at 2,135.74' pass a found 1/2" Metal Rebar at the Northwest corner of Lot 1, Block A, Elprado Estates Addition to the City of Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 133, Plat Records of Taylor County, Texas, and continue on a distance in all of 2,317.82' to the Northwest corner of said Elprado Estates in Elm Creek and the Southwest corner of said 217.08 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L1=N 00°25'31" W 41.61'; L2=N 53°59'25" E 141.51'; L3=N 08°24'44" E 81.23'; L4=N 31°07'34" W 79.12'; L5=N 65°22'57" W 129.78'; L6=S 71°54'47" W 246.74'
L7=S 80°50'19" W 52.20'; L8=N 54°16'28" W 28.20'; L9=N 09°39'05" E 40.86'
L10=N 34°28'48" E 51.02'; L11=N 14°17'45" W 38.82'; L12=N 48°36'10" W 68.20'
L13=N 11°27'53" W 146.97'; L14=N 18°19'10" E 57.44'; L15=N 48°20'32" E 87.20'
L16=N 06°17'41" W 36.19'; L17=N 45°59'47" W 76.35'; L18=N 08°00'58" W 73.94'; N 29°46'14" E 531.72';
L19=N 65°15'17" E 152.54'; L20=S 89°19'28" E 50.10'; L21=S 31°07'41" E 74.96'
L22=S 60°02'22" E 58.07'; L23=N 82°22'50" E 62.39'; L24=N 61°47'06" E 67.11'
L25=S 72°44'29" E 145.24'; L26=S 84°11'15" E 124.76'; L27=S 87°56'43" E 108.59'
L28=N 67°12'13" E 108.80'; L29=N 30°16'32" E 109.49'; L30=N 34°20'30" W 106.23'
L31=N 69°42'40" W 162.94'; L32=N 23°28'50" W 64.94'; L33=N 30°03'17" E 64.33';
L34=N 68°09'23" E 65.65' to the Southeast corner of a 0.953 acre tract recorded in Instrument No. 2012-00002804;

THENCE L35=N 62°37'38" E 24.11' to a corner of said 0.953 acre tract;

THENCE L36=N 18°39'10" E 61.49' to the Southeast corner of a 1.0 acre tract recorded in Volume 927, Page 401, Deed Records of Taylor County, Texas;

THENCE along the East line of said 1.0 acre tract and the center of Elm Creek as follows;;
L37=N 24°41'49" E 56.95'; L38=N 38°43'24" E 49.16'; L39=N 08°14'37" E 54.31' to the Northeast corner of said 1.0 acre tract;

THENCE L40=N 04°32'40" W 20.10' to the Northeast corner of said 0.953 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L42=N 04°15'00" W 113.56'; L43=N 13°06'30" E 72.79'; L44=N 44°48'15" E 159.27'; L45=N 69°46'21" E 148.53'; L46=N 67°59'33" E 214.71'; L47=N 89°32'01" E 99.31'; L48=S 72°11'34" E 130.87'; L49=S 53°03'35" E 113.50'; L50=N 75°20'29" E 93.61'; L51=S 82°29'36" E 54.37'; L52=S 54°04'37" E 66.00'; L53=S 82°26'45" E 279.10'; L54=N 62°12'13" E 61.80'; L55=N 29°59'15" E 134.34'; L56=N 04°53'02" E 26.92'; L57=N 81°55'33" W 57.63'; L58=N 40°47'41" W 34.99'; L59=N 03°15'42" W 18.07'; L60=N 23°09'01" E 55.21'; L61=N 48°44'40" E 57.57'; L62=N 73°38'16" E 47.54'; L63=S 69°40'18" E 229.84'; L64=S 62°52'07" E 102.74'; L65=S 83°34'32" E 42.70'; L66=N 79°56'33" E 116.02'; L67=S 67°56'59" E 37.75' to a point in Elm creek on the North line of said 217.08 acre tract;

THENCE S 00°38'06" W 189.03' to a Found 1/2" Metal Rebar at the Northeast corner of Elm Creek at Wylie Section 3 (recorded in Plat Cabinet 4, Slide 702, Plat Records of Taylor County, Texas;

THENCE N75°59'38"W 249.25' to a found 1/2" Metal Rebar at a point of intersection on the North line of Lot 31, Block F of said Section 3;

THENCE S83°37'42"W 229.52' to a found 1/2" Metal Rebar at the common corner of Lots 32 and 33 Block F of said Section 3;

THENCE S36°52'51"W 162.03' to a found 1/2" Metal Rebar at a point of intersection on the Northwest line of Lot 34, Block F, of said Section 3;

THENCE S57°07'28"W 188.43' to a found 1/2" Metal Rebar at a point of intersection on the Northwest line of Lot 36, Block F, of said Section 3;;

Page 2 of 3;

THENCE S88°18'36"W 168.06' to a found ½" Metal Rebar at a point of intersection on the North line of Lot 37, Block F, of said Section 3;
 THENCE S80°23'23"W 49.66' to a found ½" Metal Rebar at the Northwest corner of said Section 3 and the common corners of lots 37 and 38, Block F, of said Section 3;
 THENCE S00°38'07"W 404.93' to a found 1/2" Metal Rebar at the Southwest corner of Lot 39, Block F of said Section 3 on the North line of Lantana Avenue;
 THENCE S21°13'04"E 65.00' to a set ½" Metal Rebar on the South line of Lantana Avenue at the Southwest corner of said Section 3 on a curve to the right;
 THENCE with the arc of a curve to the right on the South line of Lantana Avenue, having a radius of 467.50' and a chord bearing N79°42'32"E 177.23', a distance of 178.31' to a set 1/2" Metal Rebar at the end of said curve;
 THENCE S89°21'53"E 421.79' to a found ½" Metal Rebar at the Northwest Corner of Elm Creek at Wylie, Section 4 (recorded in Plat Cabinet 4, Slide 717, Plat Records of Taylor County, Texas) also being the Northwest corner of Lot 1, Block K, of said Section 4;
 THENCE S00°38'07"W at 715.59' pass a found ½" Metal Rebar at the Southwest Corner of said Section 4 and the Northwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of Clear Fork Trail and continue on a distance in all of 1,579.76' to the place of beginning and containing 106.76 acres of land.

TRACT TWO

Being 6.22 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 6.22 acres of land being more particularly described as follows;
 Beginning at a found 1/2" Metal Rebar at the Southeast corner of this tract at the Southwest Corner of Elm Creek at Wylie Section 2, Phase 2 (recorded in Plat Cabinet 4, Slide 523, Plat Records of Taylor County, Texas) on the South line of said 217.08 acre tract whence a found ½" Metal Rebar in concrete bears S 88°52'52" E 937.37' being the Southeast corner of said 217.08 acre tract on the North line of Rio Mesa Drive at the Northeast corner of Southern Meadows Addition, Section 4, recorded in Plat Cabinet 2, Slide 332-C, Plat Records of Taylor County, Texas and said rebar in concrete also being the Southwest corner of Lot 7, Block C, Southern Meadows Addition, Section 3, recorded in Plat Cabinet 3, Slide 732, Plat Records of Taylor County, Texas;
 THENCE N 88°52'52" W 327.81' along the South line of said 217.08 acre tract to a found ½" Metal Rebar at the Southeast corner of Elm Creek at Wylie, Section 5, (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas);
 THENCE N 00°38'07" E 869.40' along the East line of said Section 5 to a found ½" Metal Rebar at its Northeast corner on the South line of Clear Fork Trail on the South line of Elm Creek at Wylie Section 4, (recorded in Plat Cabinet 4, Slide 717, Plat Records of Taylor County, Texas);
 THENCE S 89°21'53" E 310.00' along the South line of Clear Fork Trail to a found ½" Metal Rebar at the Southeast corner of said Section 4 on the West line of Elm Creek at Wylie Section 2, Phase 2, (recorded in Plat Cabinet 4, Slide 523, Plat Records of Taylor County, Texas);
 THENCE S 00°38'07" W 759.88' along the West line of said Section 2, Phase 2, to a found ½" Metal Rebar at the common corners of Lots 46 and 47, Block G, Elm Creek at Wylie, Section 2, Phase 2;
 THENCE S 08°22'23" E 113.69' along the West line of said Lot 46 and the West line of said Section 2, Phase 2 to the place of beginning and containing 6.22 acres of land.

Surveyed on the ground November 7, 2023

Alvin Joe Adams, P.E., R.P.L.S.
 P.E. No. 49263, R.P.S.L. No. 4130

PAGE 3 OF 3
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PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-29 RS-8 to RS-6 Rezoning Red Dirt Holdings
ID # 25-000180 | **Started** 07/29/2025 at 4:03 PM



Address

No address information

Legal

No legal information

Description

Property is under contract by a 3rd Party applicant, who is seeking to rezone the tract immediately west of this location (Property ID 13759 - at the end of Lantana Ave to the west of Elm Creek at Wylie) from RS-8 to RS-6. Owner is applying for the rezoning request on their behalf as part of the sale of the property.

PROPERTY DETAILS

No data for Property Details.

PROPERTY ADDITIONAL INFORMATION

No data for Property Additional Information.

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT

INFORMATION FIELDS

Owner Name

Red Dirt Holdings, LLC.

Agent Name

-

Block

-

Lot

-

Acreage

-

Legal Description of property

A0417 SUR 101 WM E VAUGHN, ACRES 106.296

Subdivision Name

-

Current Zoning

RS-8

Proposed Zoning
RS-6

Agree to Terms
Clayton Farrow, 7-29-2025

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
25-004046	08/03/2025	Clayton Farrow	\$ 1,500.00	\$ 1,500.00	\$ 0.00

CREDENTIALS

Developer

Homeowner

Engineer

Name	Contact Info	Address	Credentials	Availability	Validity
Clayton Farrow	cfarrow@jacobmartin.com (325) 695-1070	3465 Curry Lane Abilene, TX 79606-2287		0 days left	Off

Surveyor

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
No data for Generated Documents.			

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
2025-07-29 Zoning Authorization Letter - Red Dirt Holdings.pdf	08/01/2025 at 3:06 PM	Kera Valois
Owner Authorization.pdf	07/29/2025 at 4:17 PM	Kera Valois

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-



HALE SHELLY MARIE
6502 WINDMILL GRASS LN
6502 WINDMILL GRASS LN
ABILENE, TX 79606-2363

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-29

August 14, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **September 2, 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 106.76 acres from Residential Single-Family (RS-8) to Residential Single-Family (RS-6). Located at the 6700 block of Lantana Avenue. Legal description being 106.76 acres out of the W.E. Vaughn Survey 101, Abilene, Taylor County, Texas. The property is currently zoned Residential Single Family (RS-8) with 8,000 sq ft. minimum sized lots to Residential Single-Family (RS-6) with 6,000 sq ft. minimum lots.

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 **October 9, 2025, at 8:30 AM** in the Council Chambers.

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

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-29

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: 13759

Requestor's Property Zoning: RS-8

Requestor's Proposed Zoning: RS-6

Your Name: HALE SHELLY MARIE

Your Property Address: 6502 WINDMILL GRASS LN

Your Parcel ID: 1087543

Signature:

Shelly Marie Hale

I am in favor of the request ☐

I am opposed to the request ☒

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-29

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PO BOX 60, Abilene, TX 79604-0060.

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Requestor's Parcel ID: 13759

Requestor's Property Zoning: RS-8

Requestor's Proposed Zoning: RS-6

Your Name: NEASMAN FARLEY B III & AILEEEN

I am in favor of the request ☐

Your Property Address: 6617 WINDMILL GRASS LN

Your Parcel ID: 1087536

I am opposed to the request ☒

Signature:


Aileen Neasman

AUG 28 AM11:27



CHERRY ROBERT & KRISTINA
7050 LANTANA AVE
7050 LANTANA AVE
ABILENE, TX 79606-5784

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-29

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This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

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ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-29

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: 13759
Requestor's Property Zoning: RS-8
Requestor's Proposed Zoning: RS-6

Your Name: CHERRY ROBERT & KRISTINA
Your Property Address: 7050 LANTANA AV
Your Parcel ID: 32990

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Robert Cherry
Kristina Cherry

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-29

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: 13759

Requestor's Property Zoning: RS-8

Requestor's Proposed Zoning: RS-6

Your Name: MORILLA CHARLES III & ASHLEE

Your Property Address: 117 CR 661

Your Parcel ID: 46031

I am in favor of the request ☐

I am opposed to the request ☒

Signature: 



REZONE REQUEST

Case: Z-2025-29

Owner: Red Dirt Holdings LLC

Agent: Jacob Martin

Request: Change the zoning of approximately 106.76 acres from Residential Single-Family (RS-8) to Residential Single-Family (RS-6)

Location: 6700 block of Lantana

Notification: 1 in Favor, 6 in Opposition

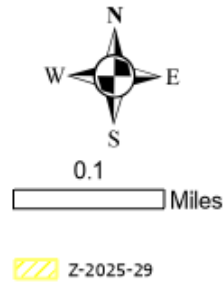
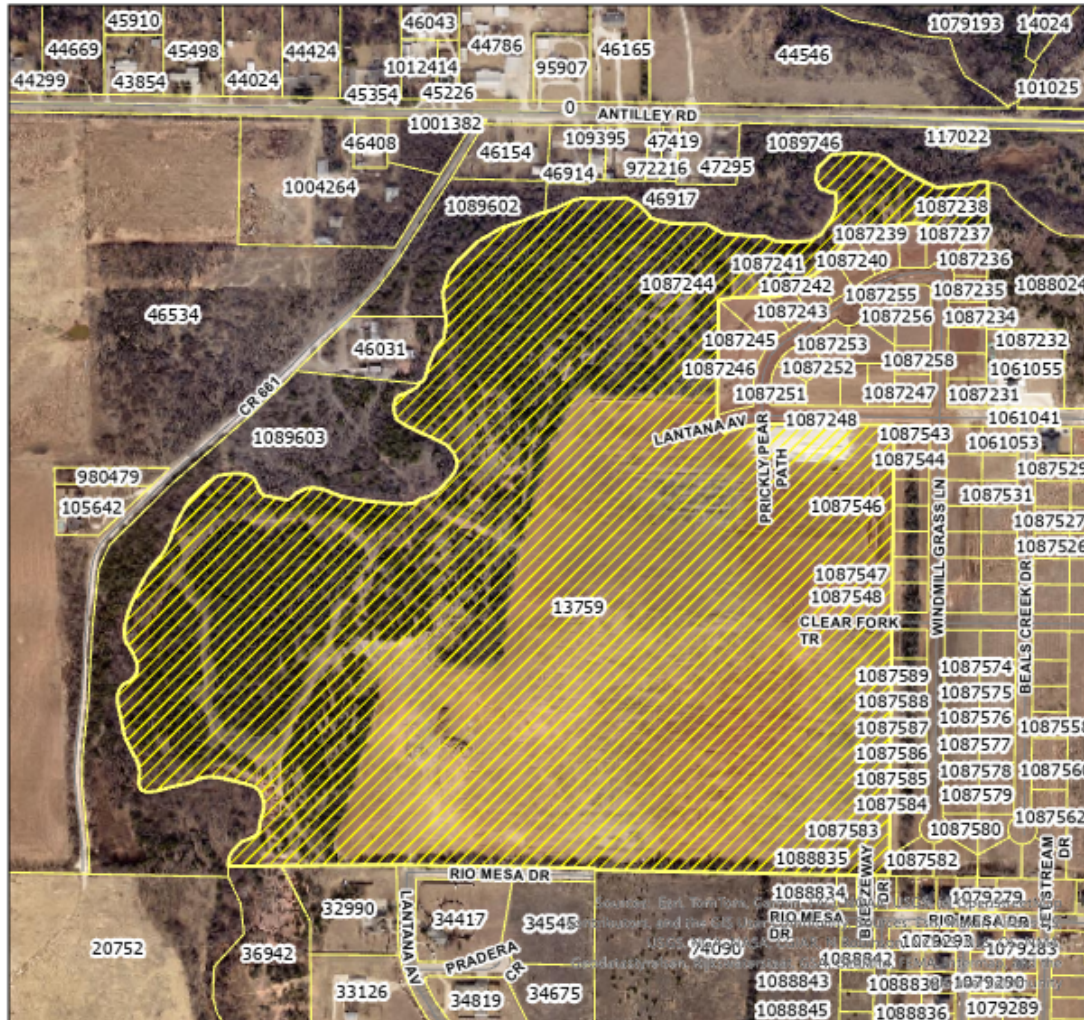
Planning & Zoning: September 2, 2025

Council Hearing: September 25, 2025
October 9, 2025





AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- 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
- P Dwelling – Accessory
- 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 Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





PROPERTY VIEWS

Subject property



North Neighboring property



Subject property

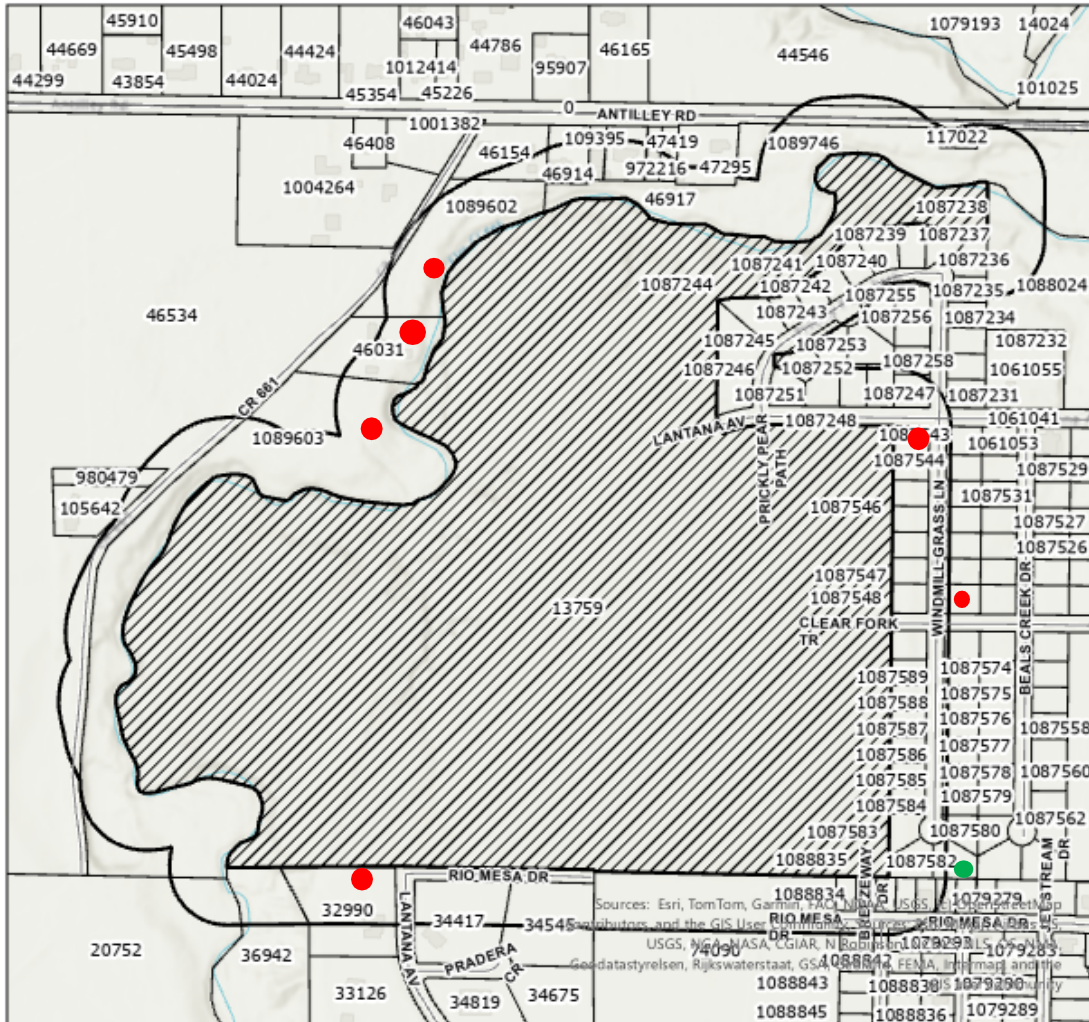


East Neighboring property





NOTIFICATION AREA MAP



0.1

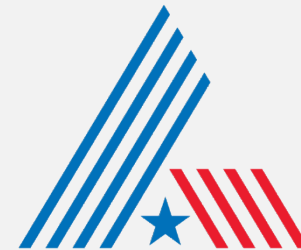
Miles

Notification Area
Z-2025-29

1 - in Favor - 

6 - in Opposition - 

30.99% 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





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final Reading) Z-2025-30:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 99.45 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6). Located At The 6600 Block Of HWY 277 S. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was annexed into the City limits in 1986 as Agricultural Open (AO) and has remained vacant.

SPECIAL CONSIDERATIONS

Section 211.0061 of the Texas Land Development Code was amended as of September 1, 2025. Pursuant to the amendment, if a rezoning allows more residential development, and does not allow additional commercial or industrial uses, the protest must be at least 60% of landowners within 200' of the property being rezoned. If the 60% threshold is met, only a majority of all members must vote for the rezoning. There is no longer a super-majority vote requirement in these circumstances.

The rezoning from AO to RS6 allows more residential development, and does not allow additional commercial or industrial uses, the protest must be 60% or more. The protest in this matter is 29.94%.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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 & Bound
4. Project Overview
5. 6025 Autumn Sage
6. 6049 Autumn Sage
7. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 99.456 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Legal description as follows:

BEGINNING AT A POINT ON THE SBL OF SAID SURVEY NO. 46 AT THE SOUTHWEST CORNER OF A 21.31 ACRE TRACT DESCRIBED IN VOLUME 837, PAGE 881, DEED RECORDS, TAYLOR COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHENCE THE SOUTHEAST CORNER OF SAID SURVEY NO. 46 IS RECORDED TO BEAR N89°34'E 601.3 FEET AND EAST 4176.1 FEET;

THENCE N 89°09'44"W 1512.20 FEET ALONG THE SBL OF SAID SURVEY NO. 46 TO A POINT AT THE SOUTHEAST CORNER OF A 9.871 ACRE TRACT DESCRIBED IN INSTRUMENT NO. 201903575, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N10°59'19"W 1604.33 FEET ALONG THE EBL OF SAID 9.871 ACRE TRACT TO A POINT AT THE NORHTEAST CORNER OF SAID 9.871 ACRE TRACT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHTWAY 277 FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE N48°09'55"E 1236.49 FEET ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID HIGHWAY TO A POINT ON THE SBL OF AUTUMN SAGE LANE FOR THE MOST NORHERLY NORTHWEST CORNER OF THIS TRACT;

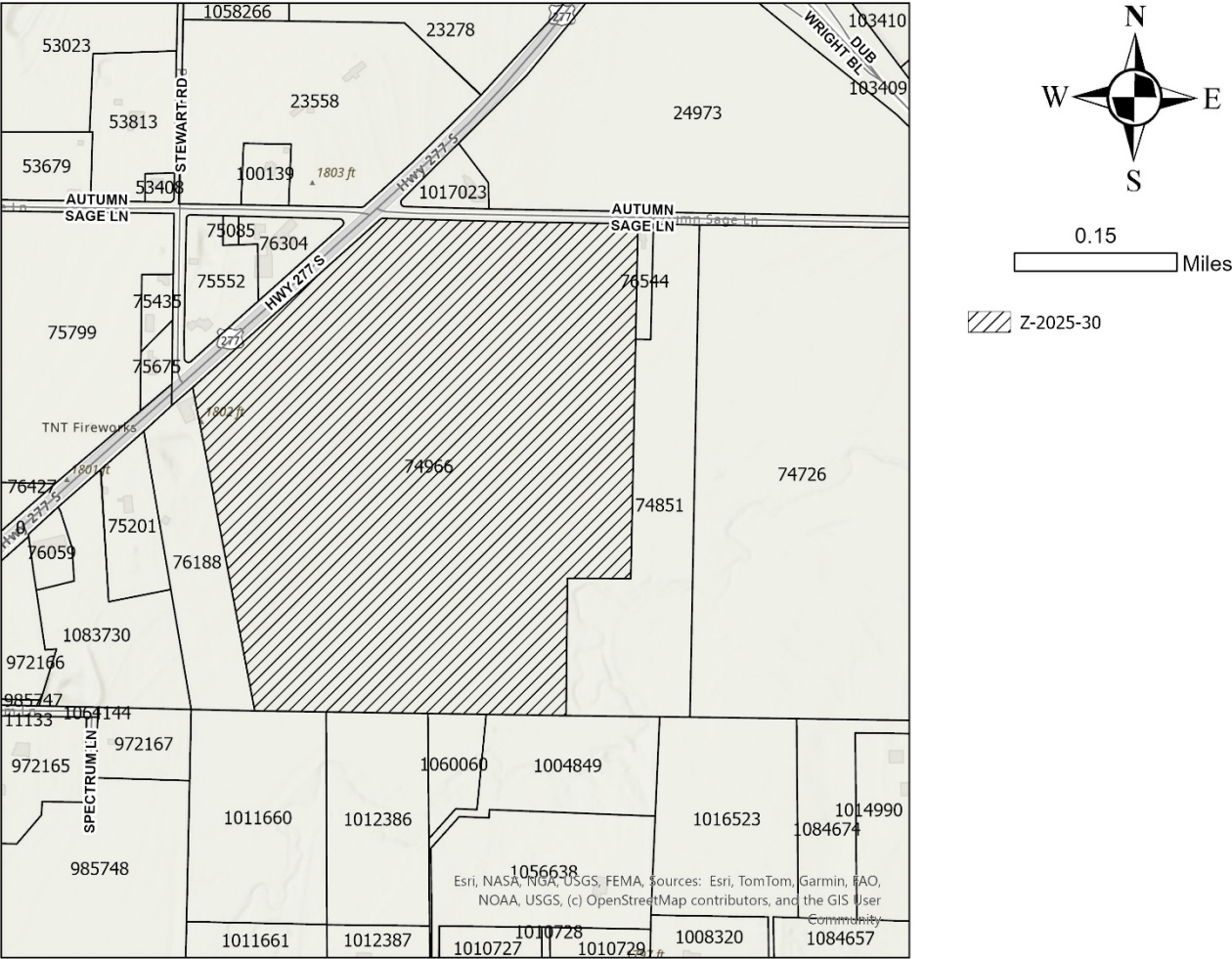
THENCE S88°56'49"E 1246.67 FEET ALONG THE SBL OF AUTUMN SAGE LANE TO A POINT ON THE WBL OF SAID 21.31 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S01°10'16"W 1737.28 FEET ALONG THE WBL OF SAID 21.31 ACRE TRACT TO A POINT;

THENCE N88°49'44"W 300.93 FEET TO A POINT;

THENCE S01°09'29"W 668.20 FEET ALONG THE WBL OF SAID 21.31 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 99.456 ACRES OF LAND, MORE OR LESS.

Located along the 6600 Block of HWY 277 S.



END

ZONING CASE

Z-2025-30

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
City Council 1st Reading: September 25, 2025
City Council 2nd Reading: October 9, 2025

Applicant

Agent: Jacob & Martin
Owner: Jane Weatherbee

Case Manager

Kera Valois – Planner

Request

Change the zoning of approximately 99.456 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Location

Located along the 6600 Block of HWY 277 S. Legal description being approximately 99.456 acres tract of land out of the central portion of the William Scallorns Survey No. 46, Abstract No. 241, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City limits in 1986 as Agricultural Open (AO) and has remained vacant.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/GR	Residence/Vacant Lot
East	AO	Vacant Lot
South	Not in City Limits	Residential
West	HC	Andrews Ammunition

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 will be subject to platting therefore any and all utilities that are required will be installed during that review.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation
- Metes & Bounds
- Project Overview
- Owner Authorization

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 15, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

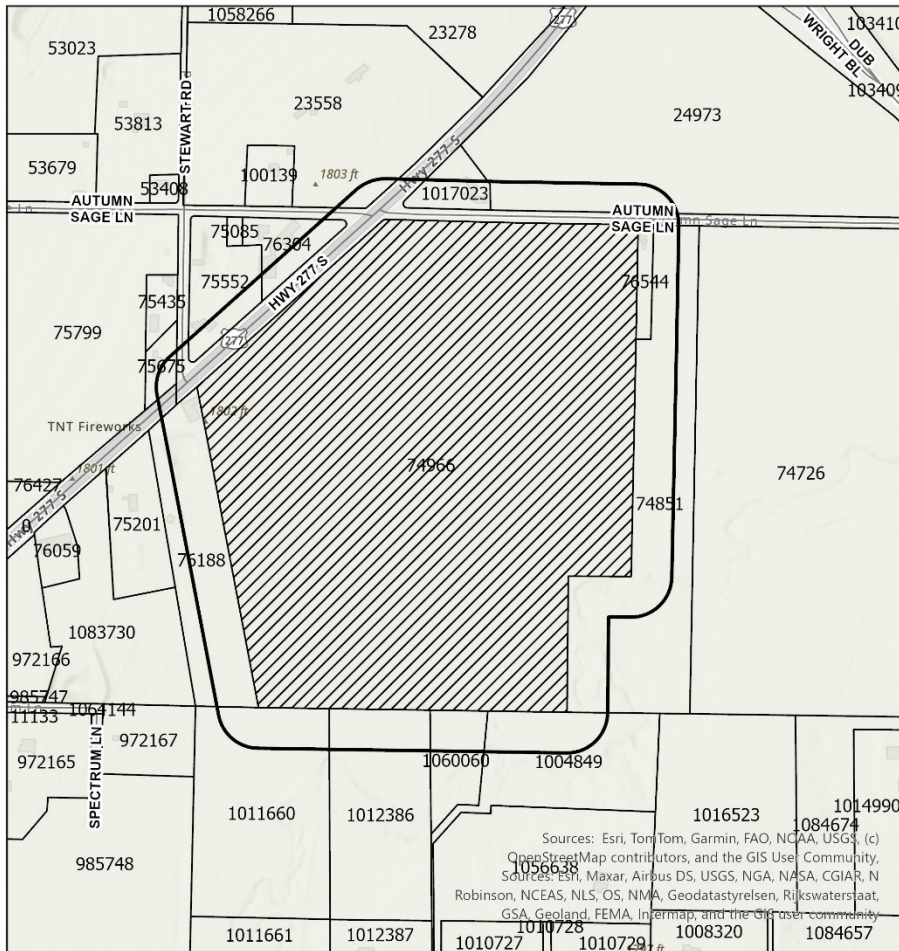
PROPERTY OWNER			Legend: O - Opposed, F - In Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BRANNER PROPERTIES LLC	76188	6633 HWY 277 S	
CAPS BAPTIST CHURCH	76304	6673 AUTUMN SAGE LN	
CAPS BAPTIST CHURCH	76304	6610 HWY 277 S	
CAPS METHODIST CHURCH	1017023	6501 A HWY 277 S	
CAPS METHODIST CHURCH	1017023	6501 HWY 277 S	
DRUESEDOW BARBARA ANN LF EST	74851	6025 AUTUMN SAGE LN	O
FOWLKES BRYAN	1060060		
FOWLKES BRYAN	1060060		
FOWLKES ROBERT BRYAN &	1012386		
FOWLKES ROBERT BRYAN &	1012386		
FOXWOOD REALTY GROUP INC	1004849	5656 PEPPERGRASS LN	
FOXWOOD REALTY GROUP INC	1004849		
HINSHAW PERRYANN ESTATE	46544	6049 AUTUMN SAGE LN	O
JOHNSON PAUL A & MYRA F	23558	6502 HWY 277 S	
MORRIS MIKE &	1011660		
MORRIS MIKE &	1011660		
QUEEN BEE ENTERPRISES LLC	74966		
SCOTT RAY	75552	6626 HWY 277 S	
TX 360 SENIOR HOUSING GP LLC	24973	6157 HWY 277 S	
WILDMAN RANCH INC	75675	6634 HWY 277 S	

PROPERTY ID

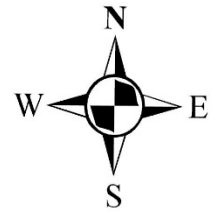
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CAPS METHODIST CHURCH	1017023	6501 A HWY 277 S	
CAPS METHODIST CHURCH	1017023	6501 HWY 277 S	
FOWLKES BRYAN	1060060		
FOWLKES BRYAN	1060060		

NOTIFICATION MAP



LOCATION MAP

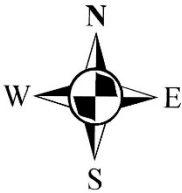
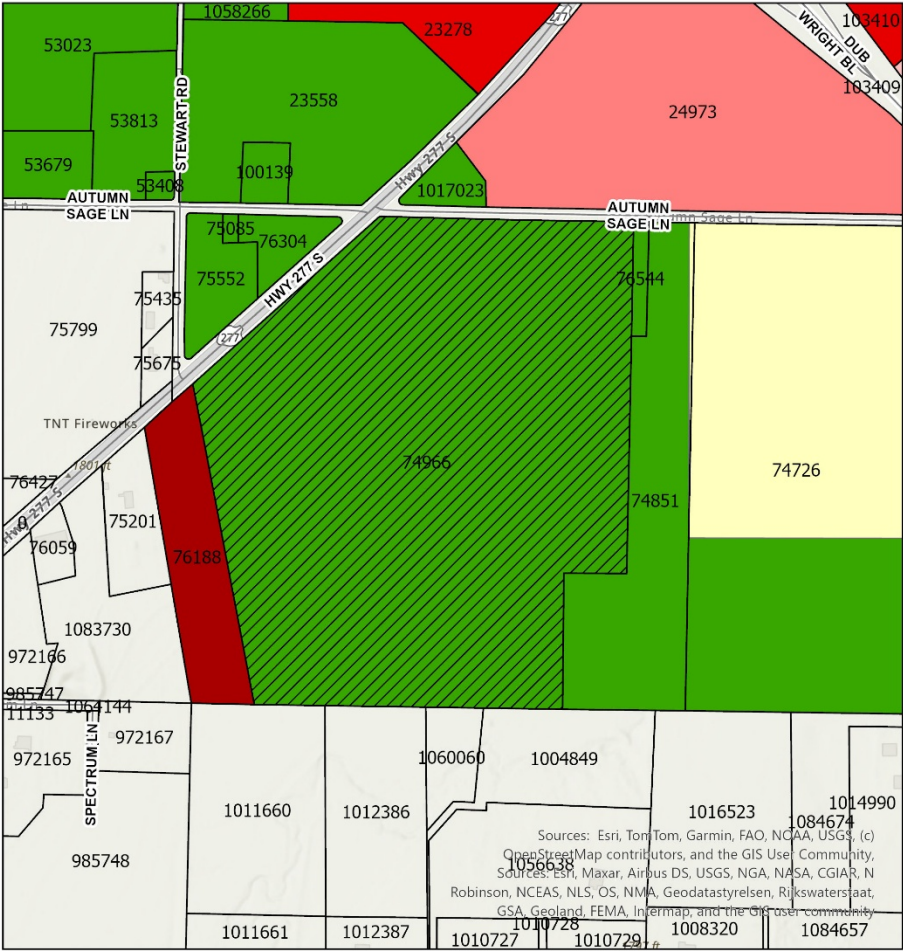


0.15

Miles

Z-2025-30

ZONING MAP



0.15
Miles

- Z-2025-30
- Zoning Districts**
- AO
 - GC
 - GR
 - HC
 - NR
 - RS-6

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community.
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community.



3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
TBPELS Firm # 10194493

**METES & BOUNDS DESCRIPTION
PROPOSED RS-6 ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS**

BEING a **99.456 acre** tract of land out of the central portion of the William Scallorns Survey No. 46, Abstract No. 241, City of Abilene, Taylor County, Texas, and being part of a 100.5 acre tract recorded as Tract One in Volume 1943, Page 793, Official Public Records, Taylor County, Texas. Said **99.456 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point on the SBL of said Survey No. 46 at the southwest corner of a 21.31 acre tract described in Volume 837, Page 881, Deed Records, Taylor County, Texas for the southeast corner of this tract, from whence the southeast corner of said Survey No. 46 is recorded to bear N89°34'E 601.3 feet and East 4176.1 feet;

THENCE N89°09'44"W 1512.20 feet along the SBL of said Survey No. 46 to a point at the southeast corner of a 9.871 acre tract described in Instrument No. 201903575, Official Public Records, Taylor County, Texas for the southwest corner of this tract;

THENCE N10°59'19"W 1604.33 feet along the EBL of said 9.871 acre tract to a point at the northeast corner of said 9.871 acre tract on the southeast right-of-way line of U.S. Highway 277 for the most westerly northwest corner of this tract;

THENCE N48°09'55"E 1236.49 feet along the southeast right-of-way line of said highway to a point on the SBL of Autumn Sage Lane for the most northerly northwest corner of this tract;

THENCE S88°56'49"E 1246.67 feet along the SBL of Autumn Sage Lane to a point on the WBL of said 21.31 acre tract for the northeast corner of this tract;

THENCE S01°10'16"W 1737.28 feet along the WBL of said 21.31 acre tract to a point;

THENCE N88°49'44"W 300.93 feet to a point;

THENCE S01°09'29"W 668.20 feet along the WBL of said 21.31 acre tract to the **POINT OF BEGINNING**, and containing **99.456 acres** of land, more or less.

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-30 AO to RS-6
ID # 25-000181 | **Started** 07/29/2025 at 4:08 PM



Address

Abilene, TX USA 79606

Legal

A0241 Sur 46 William Scallorn Blk Acres 100.
A0241 Sur 46 William Scallorn, Acres 100.51

Description

Zoning application for the referenced parcel from AO to RS-6.

PROPERTY DETAILS

Property ID	74966
Enforcement Area	Park Central Area

PROPERTY ADDITIONAL INFORMATION

Account Number	A0241000300
Property ID	
Land Use	Vacant
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Park Central Area

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-30

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: 74966
Requestor's Property Zoning: AO
Requestor's Proposed Zoning: RS-6

Your Name: DRUESEDOW BARBARA ANN LF EST I am in favor of the request ☐

Your Property Address: 6025 AUTUMN SAGE LN
Your Parcel ID: 74851

I am opposed to the request ☒

Signature:

AUG 28 AM 11:27

Zoning Notification Response Form

From Brenda Friesen <brendas520@hotmail.com>

Date Fri 8/29/2025 3:14 PM

To Planning Services <planning@abilenetx.gov>

To whom it may concern,

Requestor's Parcel ID 74966

Property Zoning AO

Proposed Zoning RS-6

I am **opposed** to the request.

Perryann Hinshaw Estate

6049 Autumn Sage Lane

Parcel ID 76544

Thank you,

Brenda Friesen



REZONE REQUEST

Case: Z-2025-30

Agent: Jacob & Martin

Request: Change the zoning of approximately 99.456 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Location: Located along the 6600 Block of HWY 277 S

Notification: 0 in Favor, 2 in Opposition

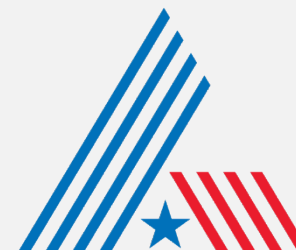
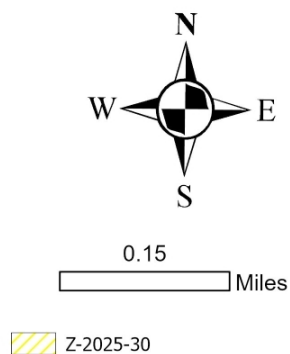
Planning & Zoning: September 2, 2025

Council Hearing: September 25, 2025
October 9, 2025





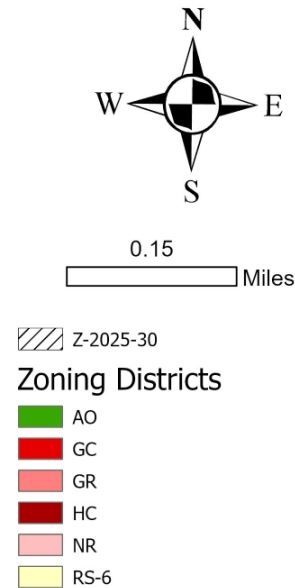
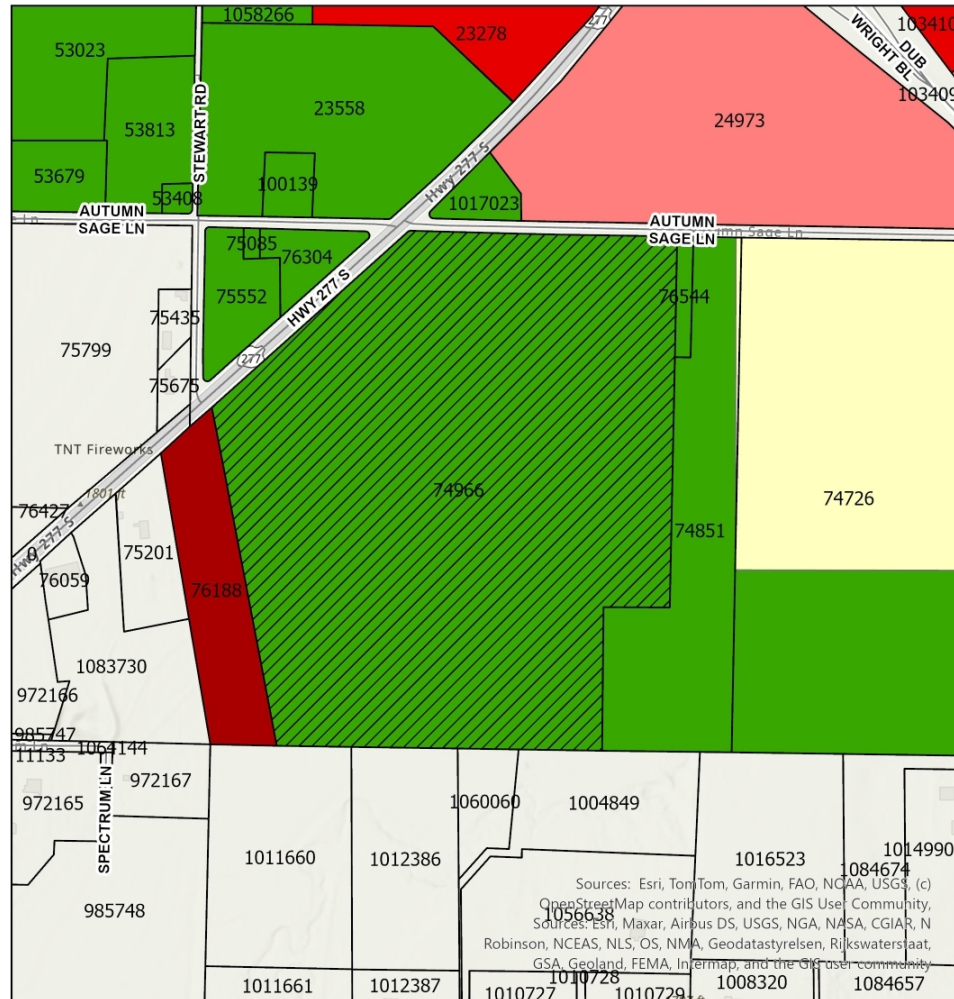
AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS



ZONING MAP



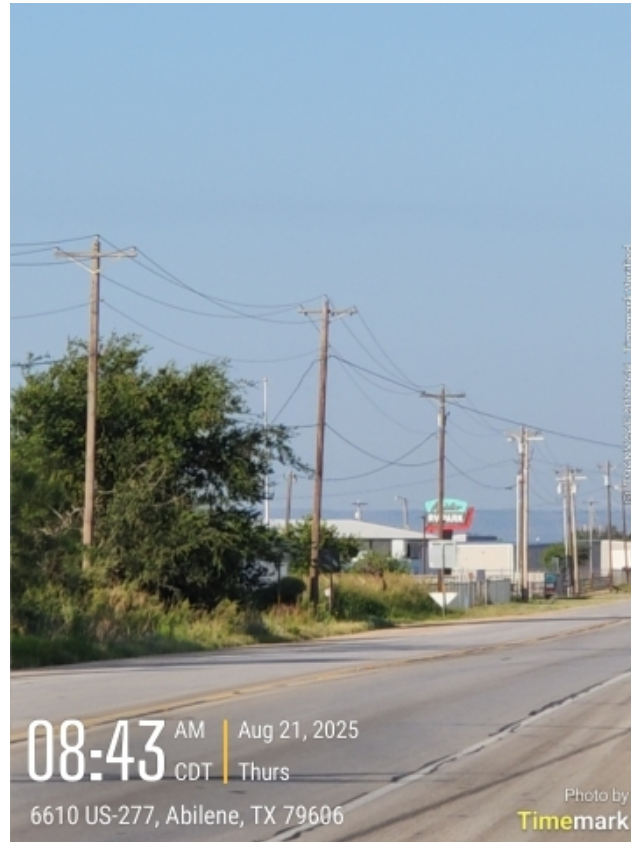


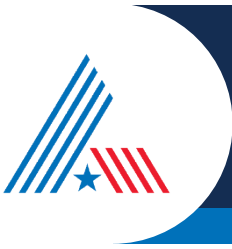
PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling— Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE:

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES:

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements
Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- 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
- P Dwelling – Accessory
- 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 Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

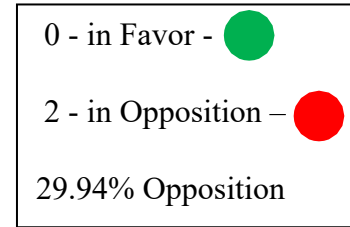
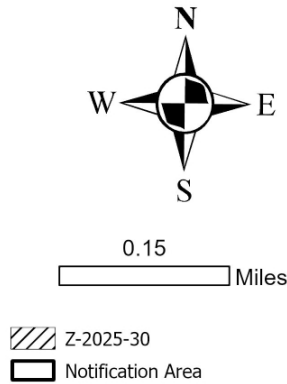
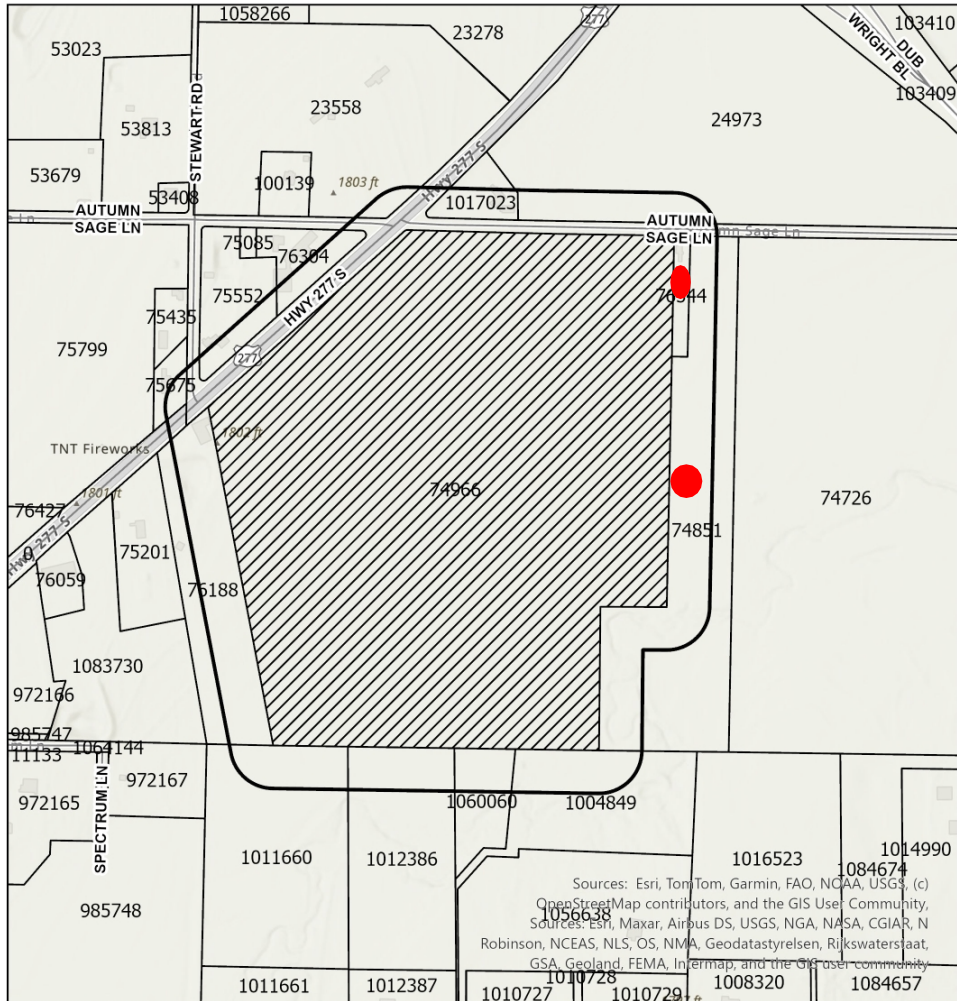
LEGEND

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





NOTIFICATION AREA MAP



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the Open User Community



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: Approval





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Emily Crawford, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (Final Reading) Z-2025-31:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.10 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4325 Burl Harris Dr. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was annexed in 1957 but has remained vacant since. The applicant intends to down-zone this property to be able to allow more of a variety of uses that are not otherwise permitted within HI zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

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. Exhibits
5. PROPOSED LOT 611 FIELD NOTES
6. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of September, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 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 9th day of October, 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 9th day of October, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 5.10 acres from Heavy Industrial (HI) to Light Industrial (LI).
Legal description as follows:

BEING proposed Parcel C, comprised of a portion of Lot 509, Block B, Industrial Trade Center, recorded in Cabinet 4, Slide 659, Plat Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearing is Grid North, NAD 83, Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the southeast right of way of Burl Harris Drive for the eastern northwest corner of this tract, where a found X in a concrete driveway bears 25° N 23°14'53" E;

THENCE South 69 degrees 28 minutes 34 seconds East a distance of 200.97 feet to a point in the west right of way of the Union and Pacific Railroad right of way for the northeast corner of this tract;

THENCE South 20 degrees 31 minutes 45 seconds West, along the west right of way of the Union and Pacific Railroad right of way, a distance of 597.01 feet to a found 5/8 inch iron rod with plastic cap marked "SHEPPARD 3687" for the southeast corner of said Lot 509 and this tract;

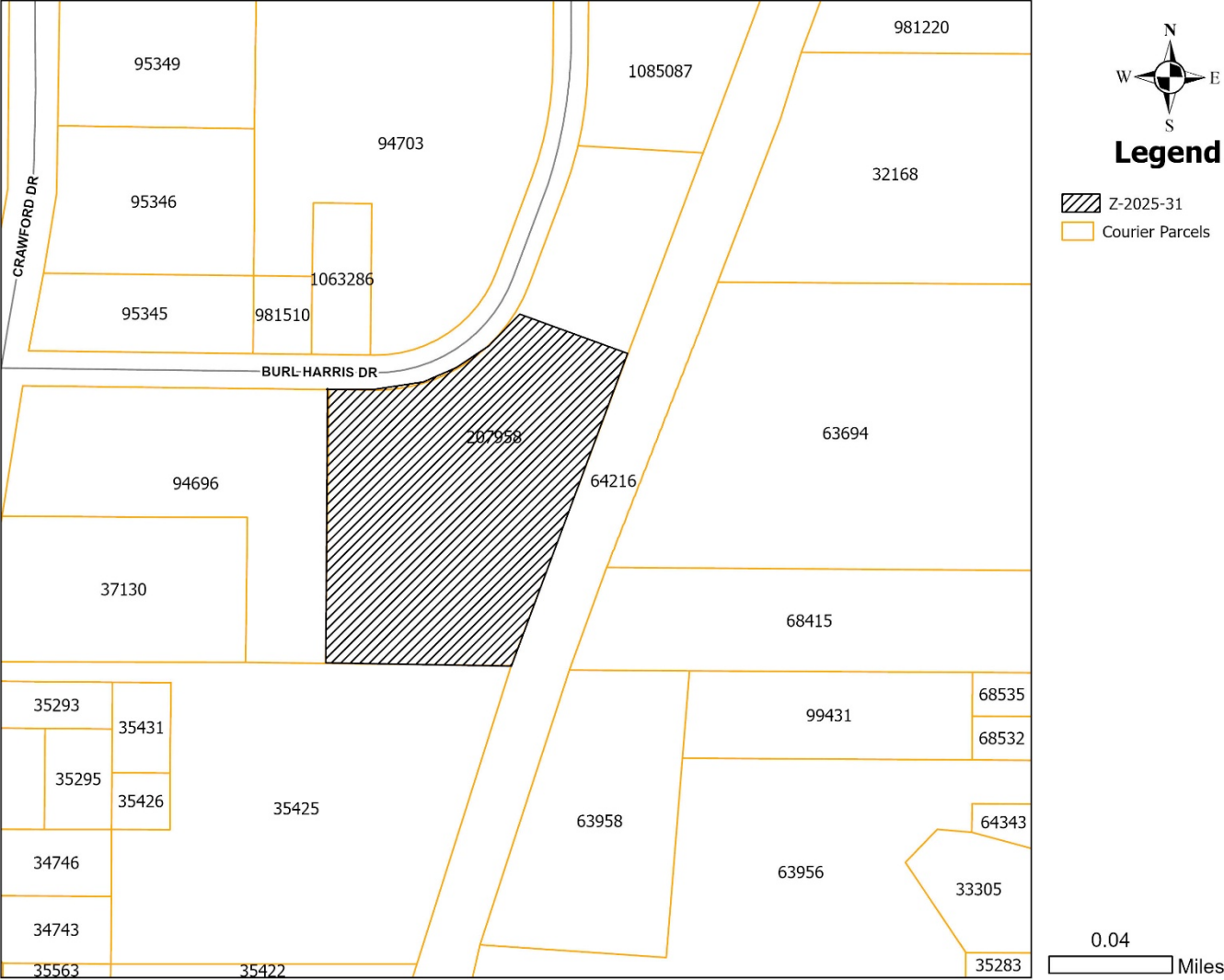
THENCE North 89 degrees 30 minutes 46 seconds West a distance of 317.71 feet to a found, bent 1/2 inch iron rod at the southwest corner of said Lot 509 and this tract;

THENCE North 00 degrees 39 minutes 49 seconds East a distance of 468.93 feet to a point in the south right of way of Burl Harris Drive for the western northwest corner of said Lot 509 and this tract;

THENCE South 89 degrees 18 minutes 31 seconds East, along the in the south right of way of Burl Harris Drive, a distance of 77.71 feet to a found standard aluminum monument with 2 1/2 inch aluminum cap stamped "Hibbs & Todd" for a western corner of this tract;

THENCE, continuing along the southeast right of way of Burl Harris Drive, with a curve turning to the left having a delta angle of 65 degrees 02 minutes 07 seconds, a radius of 280.02 feet, an arc length of 317.85 feet, and a chord bearing North 58 degrees 08 minutes 37 seconds East a distance of 301.06' to the Point of Beginning containing an area of 5.108 acres. Surveyed on the ground under my supervision in July 2025.

Located at 4325 Burl Harris Dr.



-END-

ZONING CASE

Z-2025-31

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 2, 2025
City Council 1st Reading: September 25, 2025
City Council 2nd Reading: October 9, 2025

Applicant

Owner: ESKO Ranch, LTD
Agent: eHt, Inc. (BJ Prichard)

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 5.10 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location

Located at 4325 Burl Harris Dr. Legal description being approximately 5.10 acres of Lot 509, Block B, Industrial Trade Center, Abilene, Taylor County, Texas.

Background

The subject property was annexed in 1957 but has remained vacant since. The applicant intends to down-zone this property to allow a wider variety of uses that are not otherwise permitted within HI zoning.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	LI	Vacant
East	HI	Region 14 Education Serv
South	LI	Contractor Services
West	HI	Retail & Warehouse

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 will be subject to re-platting and official site plan review. All utilities that are required will be addressed during those review processes.

- (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
- Project Overview
- Map Exhibits

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 15, 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		PROPERTY ID	SITUS	RESPONSE
AMERICAN BUILDERS &		94696	4341 CRAWFORD DR	
AMERICAN BUILDERS &		94696	4349 BURL HARRIS DR	
BLENDED INVESTMENTS LLC		1063286	4342 BURL HARRIS DR	
BRIERCROFT INC		95345	4333 CRAWFORD DR	
BRIERCROFT INC		981510	4350 BURL HARRIS DR	
ESKO RANCH LTD		207958	4313 BURL HARRIS DR	
ESKO RANCH LTD		207958	4295 BURL HARRIS DR	
ESKO RANCH LTD		207958	4325 BURL HARRIS DR	Applicant
HARPER & LANGHAM ENTERPRISES LLC		32168	4290 1/2 S TREADAWAY BL	
HARPER & LANGHAM ENTERPRISES LLC		32168	4290B S TREADAWAY BL	
HARPER & LANGHAM ENTERPRISES LLC		32168	4290A S TREADAWAY BL	
HARPER & LANGHAM ENTERPRISES LLC		32168	4290C S TREADAWAY BL	
HILL TY		35425	4419 CRAWFORD DR	
MCNAUGHTON MCKAY REAL ESTATE ACQUISITION CO LLC		94703	4326 BURL HARRIS DR	
MCNAUGHTON MCKAY REAL ESTATE ACQUISITION CO LLC		94703	4270 BURL HARRIS DR	
REGION XIV EDUCATION SERV		63694	4300 S TREADAWAY BL	
RGP ENTERPRISES INC		37130	4349 CRAWFORD DR	
RGP ENTERPRISES INC		37130	4397 CRAWFORD DR	
STREET WAYNE & GAUGER BOB		63958	4382 S TREADAWAY BL	

Legend: O - Opposed, F - In Favor

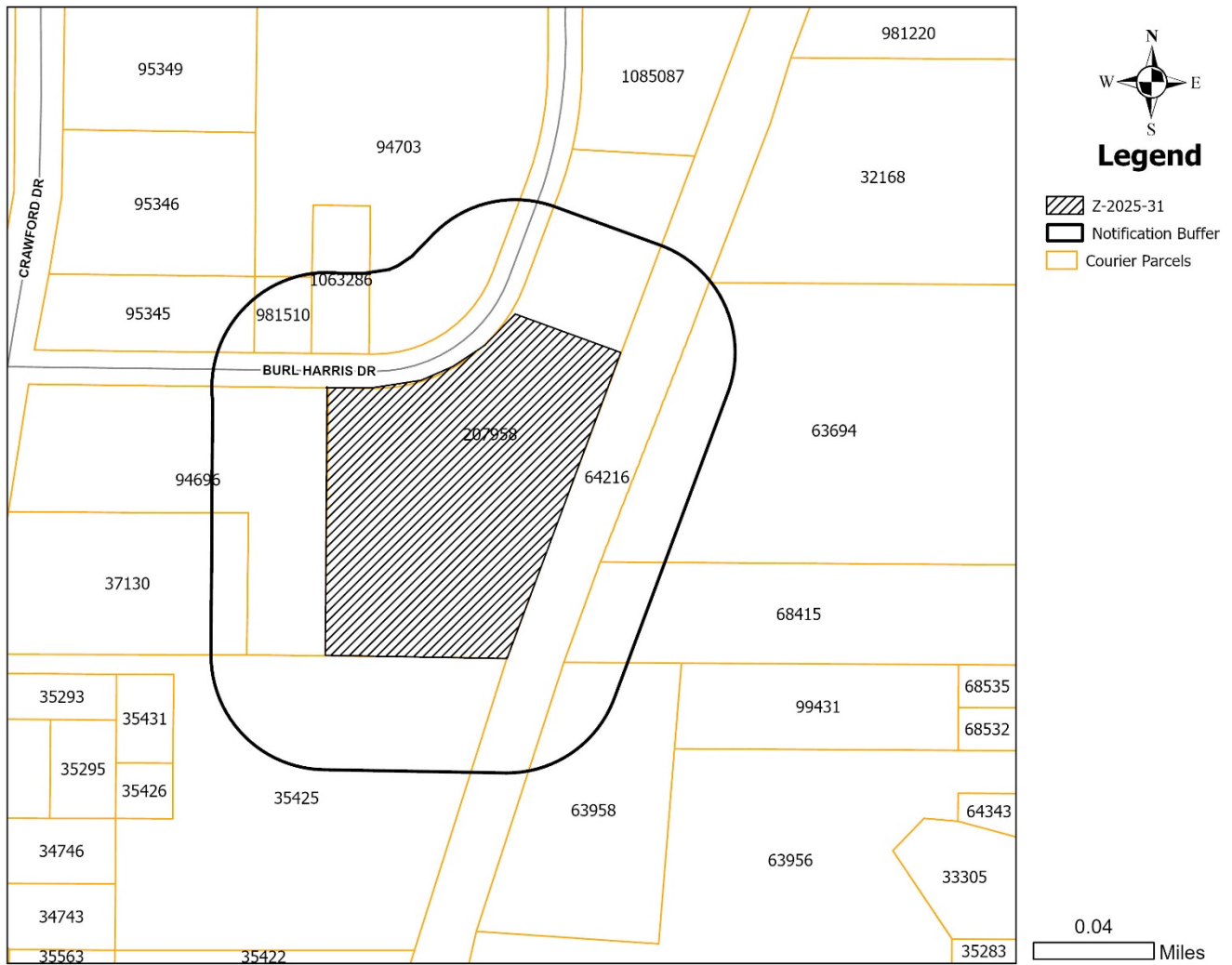
STREET WAYNE & GAUGER BOB	68415	4350 S TREADAWAY BL	
UNION PACIFIC SYSTEM	64216		

PROPERTY ID

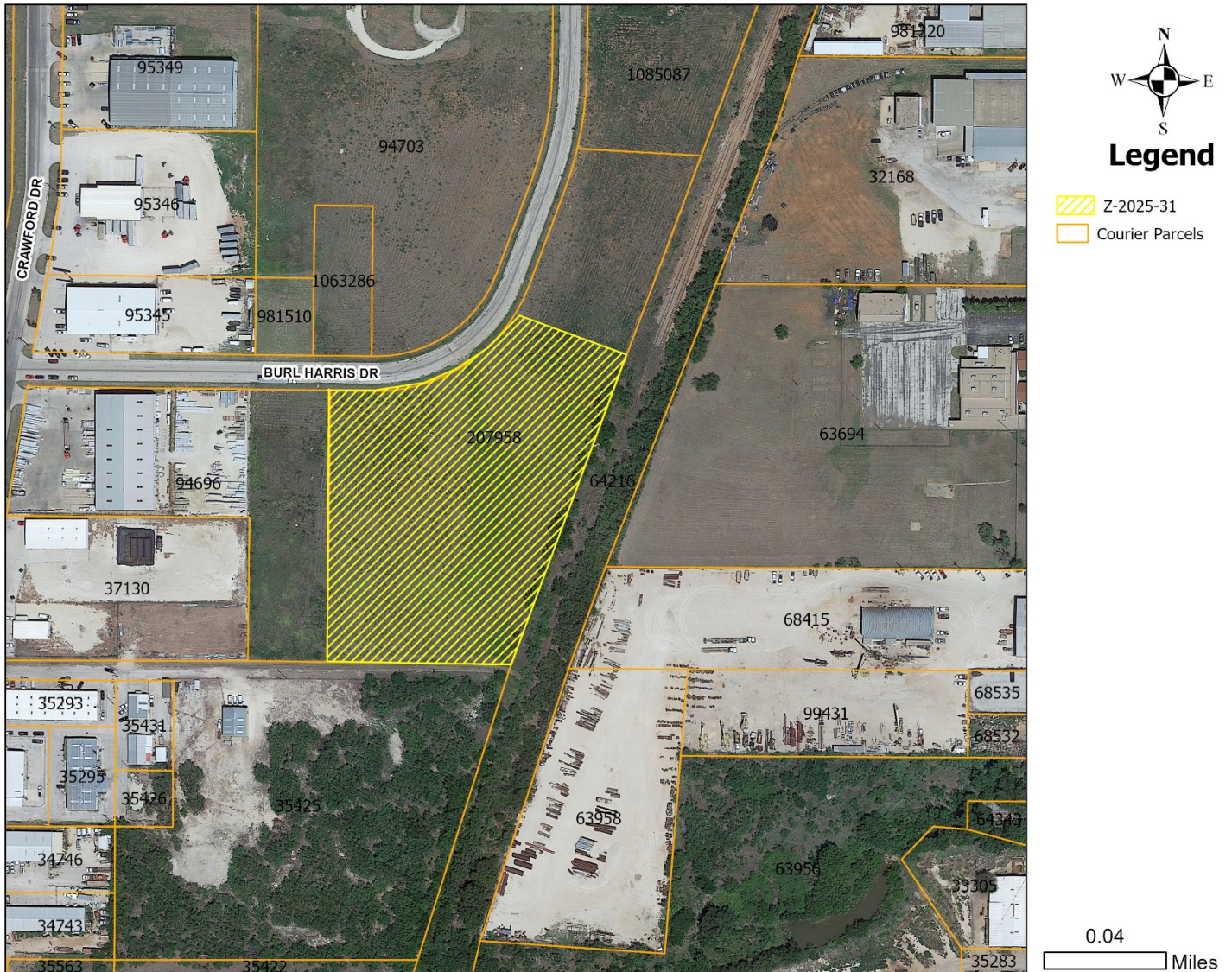
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HILL TY	35425	4419 CRAWFORD DR	
RGP ENTERPRISES INC	37130	4349 CRAWFORD DR	
RGP ENTERPRISES INC	37130	4397 CRAWFORD DR	
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ESKO RANCH LTD	207958	4325 BURL HARRIS DR	Applicant
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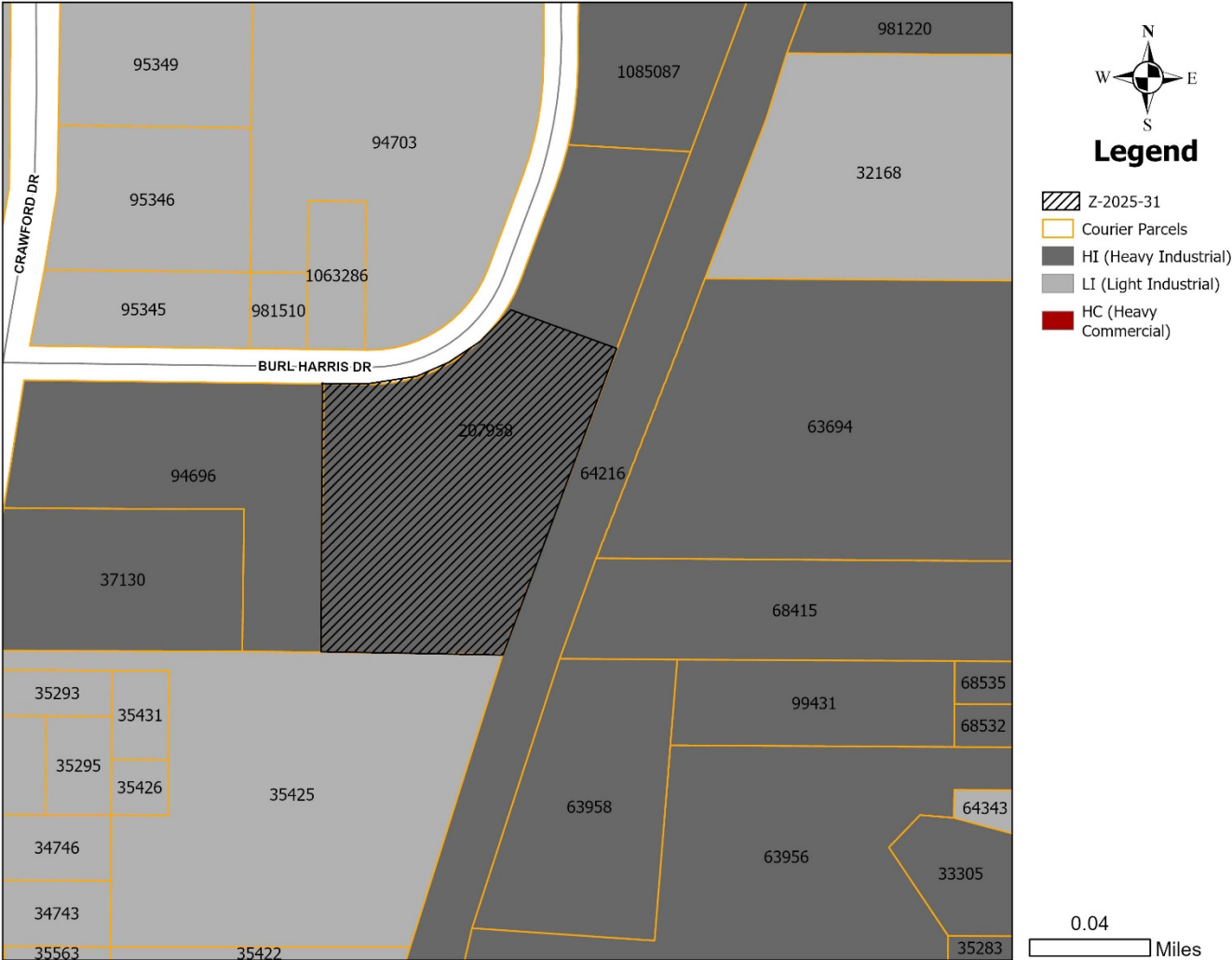
NOTIFICATION MAP



LOCATION MAP



ZONING MAP





ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit ☒ Rezoning ☐ Easement Release
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: Lot 509, Block B, Industrial Trade Center - Rezoning Request

Address: 4325 Burl Harris Drive, Abilene, Texas Number of Lots: 1 Acreage: 5.108 Acres

Legal Description: A 5.108-acre portion of Lot 509, Block B, Industrial Trade Center, Abilene, Taylor County, Texas

Subdivision Name: Industrial Trade Center Block: B Lot: 509

Current Zoning: Heavy Industrial (HI) Proposed Zoning (if applicable): Light Industrial (LI)

OWNER AND AUTHORIZATION

Owner Name: ESKO Ranch, LTD

Address: 4366 La Hacienda Drive

City, State, Zip: Abilene, Texas 79602

Fax: N/A

Phone: 325-665-4444

Email: perry@stockardinvestments.com

Agent Name: Enprotec / Hibbs & Todd, Inc (eHT)

Address: 402 Cedar Street

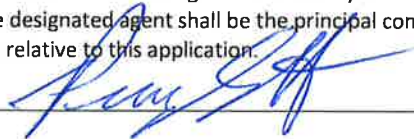
City, State, Zip: Abilene, Texas 79601

Fax: N/A

Phone: 325-698-5560

Email: bj.prichard@e-ht.com

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

Signature of Owner:  Date: 07/29/2025

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 applicant aims to develop new professional office space within the Industrial Trade Center subdivision on Burl Harris Drive. Currently, the property is zoned Heavy Industrial (HI), which does not allow office uses under the Land Development Code. To allow for professional office uses, the applicant is requesting the the City rezone a 5.108-acre portion of Lot 509, Block B from HI to Light Industrial (LI).

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, professional office uses are permitted by right in Light Industrial zones under the current Land Development Code. The Industrial Trade Center subdivision presently contains a mix of Heavy Industrial, Light Industrial, and Heavy Commercial zoning classifications. The requested Light Industrial classification is consistent with neighboring property uses and the Industrial Trade Center Subdivision as a whole.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes. The proposed professional office space development has direct access to City of Abilene water and sanitary sewer utilities. The existing utilities have adequate capacity to support the proposed office space development.

The proposed development is not expected to have impacts on the local school systems or capacities.

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

Owner Authorization and Representative Designation

Property Description

Subdivision: Industrial Trade Center Total Number of Acres: 5.108-Acres
 Zoning Classification(s): Light Industrial (LI) Total Number of Lots: 1
 Location: 4325 Burl Harris Drive

Property Owner Information & Authorization

Name/Company: ESKO Ranch LTD
 Address: 4366 La Hacienda Drive
 City: Abilene State: Texas Zip Code: 79602
 Phone: 325-665-4444 Email: perry@stockardinvestments.com

Project Representation (check one):

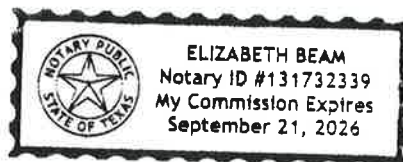
- ☐ I will represent the application myself; OR
☒ I hereby designate BJ Prichard, eHT (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

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

Property Owner's Signature: [Signature] Date: 7/31/25
 STATE OF: Texas
 COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Perry Stockard
 (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 31st day of July, 2025



[Signature]
 NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: BJ Prichard Company: Enprotec / Hibbs & Todd, Inc (eHT)
 Address: 402 Cedar Street City: Abilene State: Texas
 Zip Code: 79601 Number: 325-698-5560 Email: bj.prichard@e-ht.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.
- _____
- _____
- C. State all information upon which you base the belief (use additional paper, if necessary).
- _____
- _____

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

Name of Certifying Person (print): BJ Prichard

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: 

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

ZONING APPLICATION

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

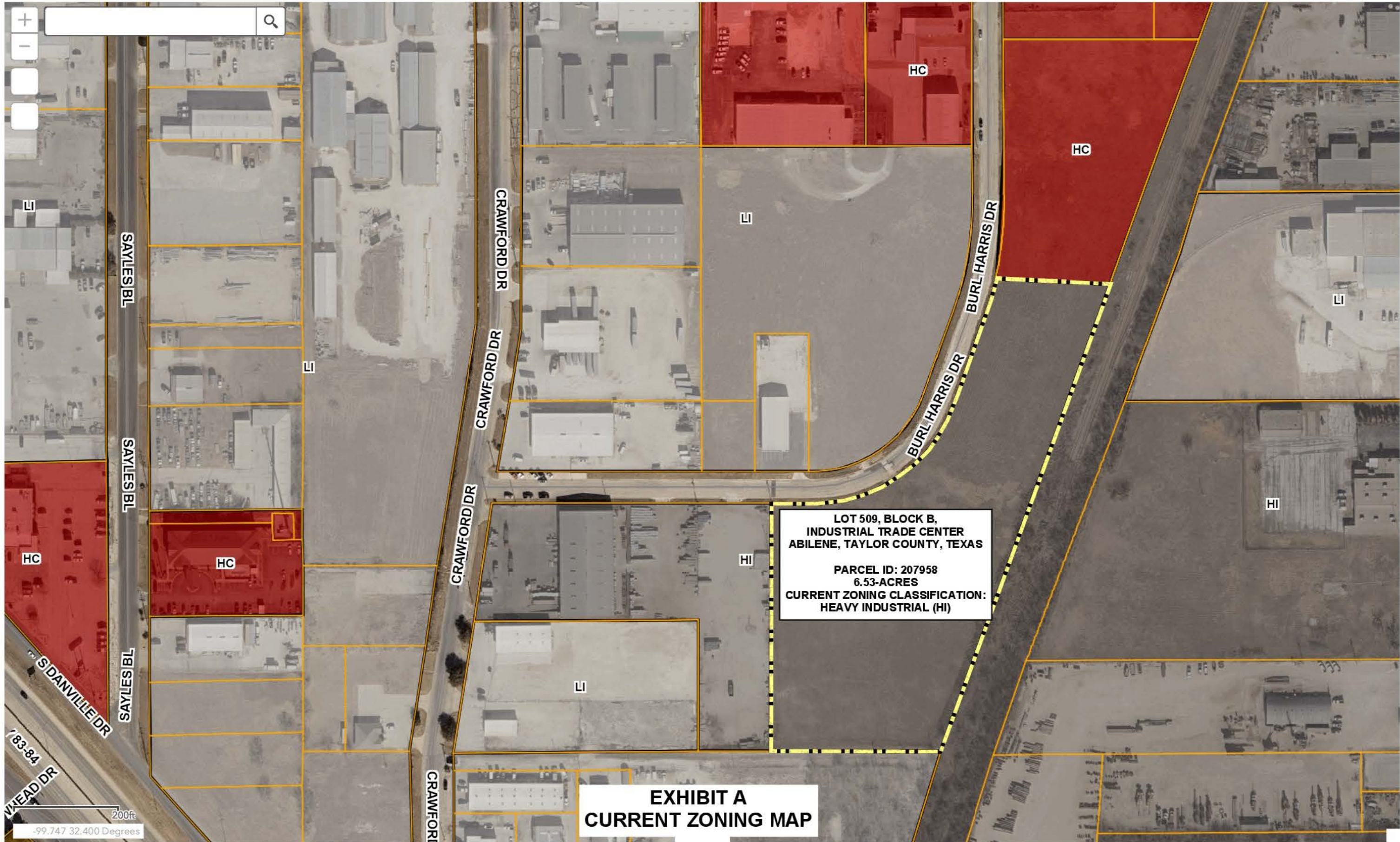
PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: 

DATE: 7/29/2025



**FIELD NOTES
FOR
PROPOSED LOT 611, BLOCK B
INDUSTRIAL TRADE CENTER
ABILENE, TAYLOR COUNTY, TEXAS**

BEING proposed Parcel C, comprised of a portion of Lot 509, Block B, Industrial Trade Center, recorded in Cabinet 4, Slide 659, Plat Records, Taylor County, Texas, and being more particularly described as follows:

**Basis of Bearing is Grid North, NAD 83, Texas North Central Zone
based on GPS observations**

BEGINNING at a point in the southeast right of way of Burl Harris Drive for the eastern northwest corner of this tract, where a found X in a concrete driveway bears 25° N 23°14'53" E;

THENCE South 69 degrees 28 minutes 34 seconds East a distance of 200.97 feet to a point in the west right of way of the Union and Pacific Railroad right of way for the northeast corner of this tract;

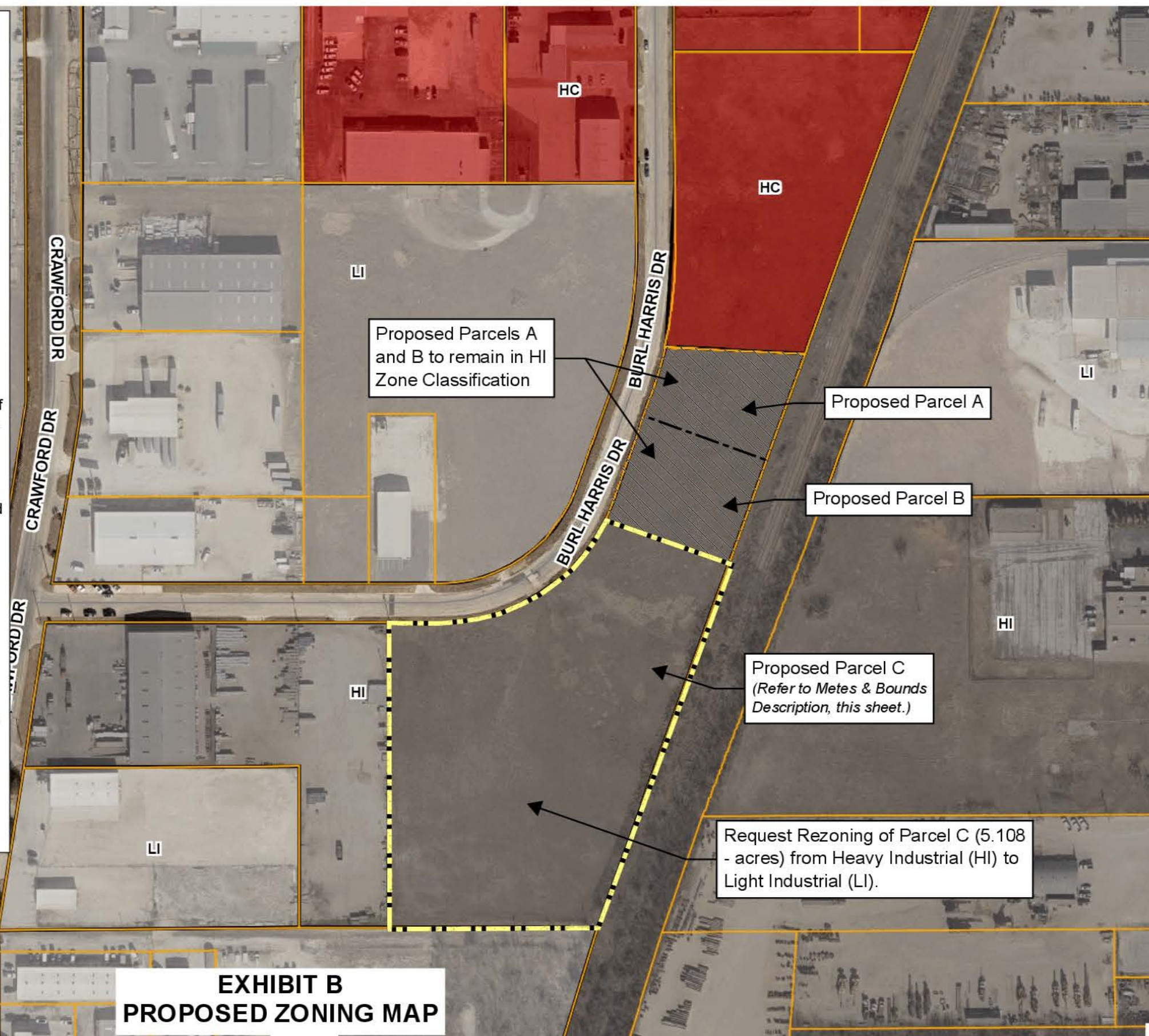
THENCE South 20 degrees 31 minutes 45 seconds West, along the west right of way of the Union and Pacific Railroad right of way, a distance of 597.01 feet to a found 5/8 inch iron rod with plastic cap marked "SHEPPARD 3687" for the southeast corner of said Lot 509 and this tract;

THENCE North 89 degrees 30 minutes 46 seconds West a distance of 317.71 feet to a found, bent 1/2 inch iron rod at the southwest corner of said Lot 509 and this tract;

THENCE North 00 degrees 39 minutes 49 seconds East a distance of 468.93 feet to a point in the south right of way of Burl Harris Drive for the western northwest corner of said Lot 509 and this tract;

THENCE South 89 degrees 18 minutes 31 seconds East, along the in the south right of way of Burl Harris Drive, a distance of 77.71 feet to a found standard aluminum monument with 2 1/2 inch aluminum cap stamped "Hibbs & Todd" for a western corner of this tract;

THENCE, continuing along the southeast right of way of Burl Harris Drive, with a curve turning to the left having a delta angle of 65 degrees 02 minutes 07 seconds, a radius of 280.02 feet, an arc length of 317.85 feet, and a chord bearing North 58 degrees 08 minutes 37 seconds East a distance of 301.06' to the Point of Beginning containing an area of 5.108 acres. Surveyed on the ground under my supervision in July 2025.



**EXHIBIT B
PROPOSED ZONING MAP**



**FIELD NOTES
FOR
PROPOSED LOT 611, BLOCK B
INDUSTRIAL TRADE CENTER
ABILENE, TAYLOR COUNTY, TEXAS**

BEING proposed Parcel C, Block B, Industrial Trade Center, comprised of a portion of Lot 509, Block B, Industrial Trade Center, recorded in Cabinet 4, Slide 659, Plat Records, Taylor County, Texas, and being more particularly described as follows:

**Basis of Bearing is Grid North, NAD 83, Texas North Central Zone
based on GPS observations**

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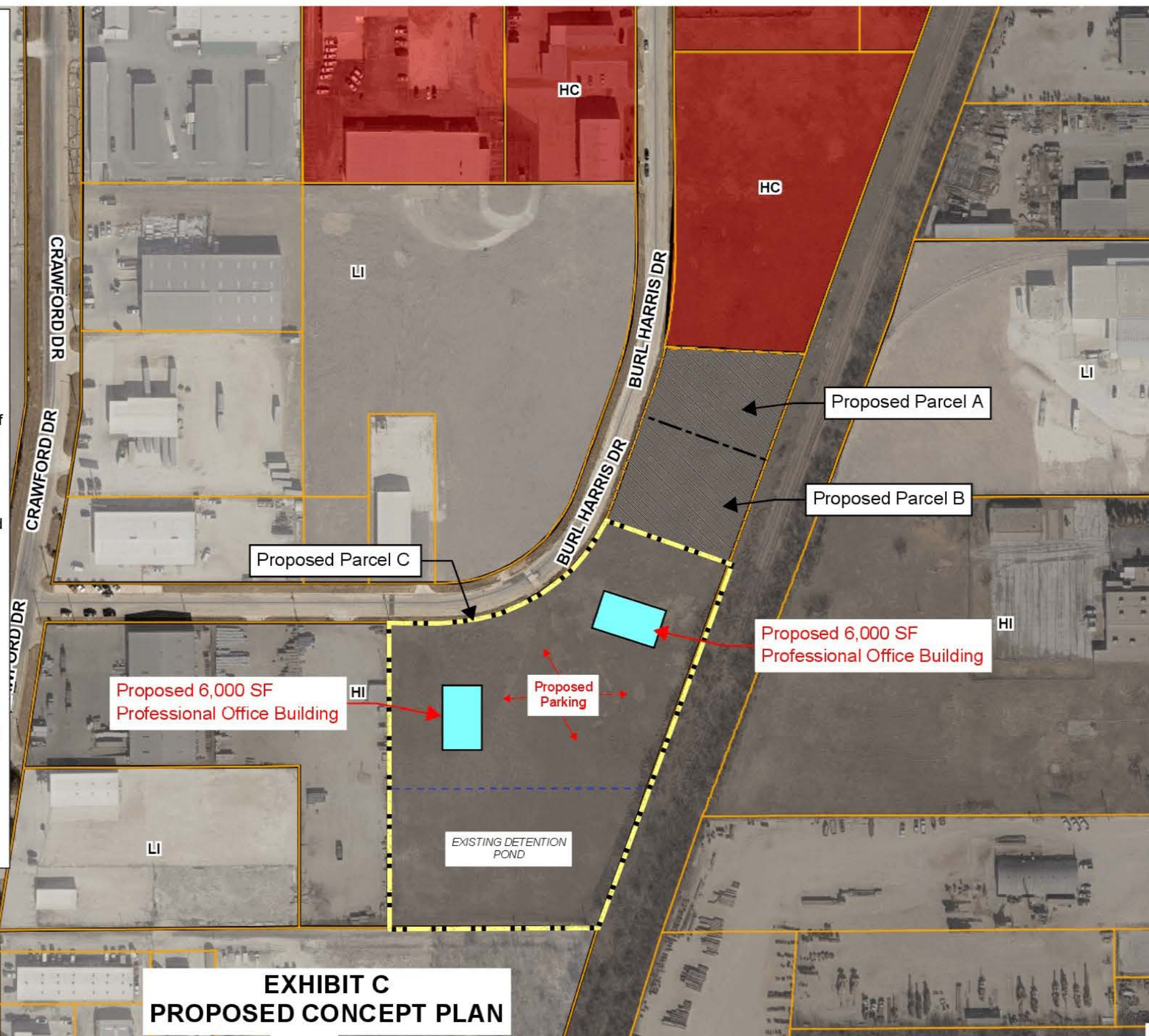
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**FIELD NOTES
FOR
PROPOSED LOT 611, BLOCK B
INDUSTRIAL TRADE CENTER
ABILENE, TAYLOR COUNTY, TEXAS**

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based on GPS observations*

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REZONE REQUEST

Case: Z-2025-31

Owner: ESKO Ranch, LTD

Agent: eHT, Inc.

Request: Change the zoning of approximately 5.10 acres from Heavy Industrial (HI) to Light Industrial (LI)

Location: 4325 Burl Harris Drive

Notification: 0 in Favor, 0 in Opposition

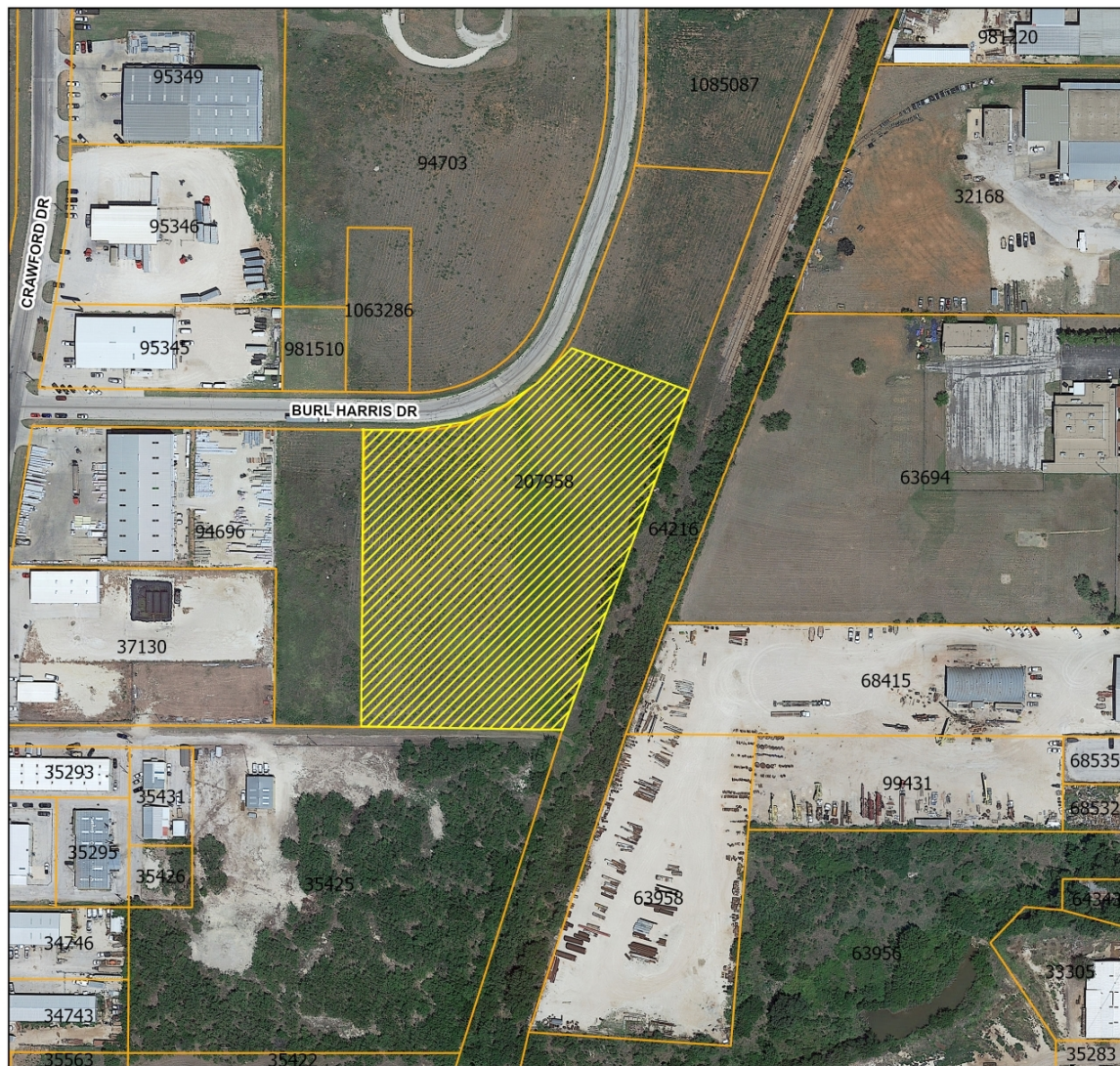
Planning & Zoning: September 2, 2025

Council Hearing: September 25, 2025
October 9, 2025





AERIAL LOCATION MAP

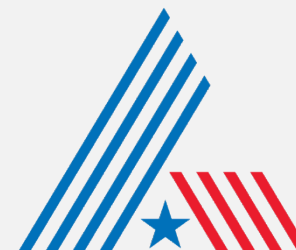


Legend

-  Z-2025-31
-  Courier Parcels

0.04

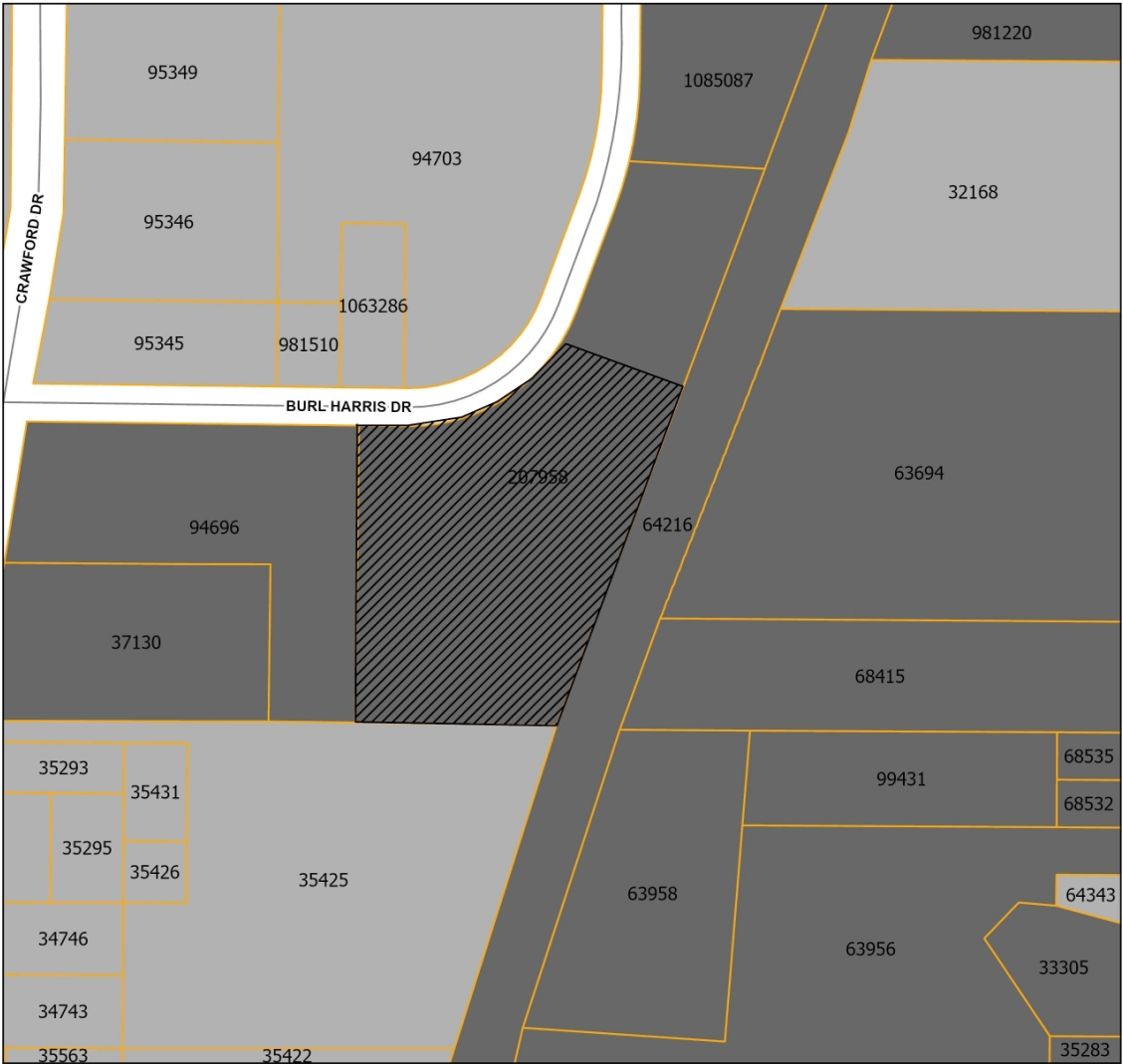
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-31
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)

0.04
Miles



CITY OF
ABILENE
TEXAS



USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Post Office
- P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private

SERVICE:

- P Contractor Services
- P Recycling Collection and Processing Center
- P Scales (public)
- P Wrecker/Towing

TRADE – RETAIL USES:

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES:

- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Pressure Control Station
- P Public Utility Facility
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Manufacturing (heavy)
- P Urban Garden

LEGEND

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





USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recreation Building, Multipurpose
P Recycling Collection Point
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Adult Entertainment Enterprise
C Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
P Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
C Sanitary Landfill

SERVICE:

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P Kennel (With Outdoor Pens)
P Kennel (Without Outdoor Pens)
P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Printing, Copying, Reproduction, Publishing
P Recycling Collection and Processing Center
P Repair and Maintenance Services - Automobile/Small Truck (major)
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

EDUCATIONAL AND RELIGIOUS USES:

C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

TRADE – RETAIL USES:

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES:

P Liquor, Wholesale/Distribution
C Livestock – Wholesale or Auction
P Wholesaling and Storage (indoor)
P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Passenger Ground Transportation Terminal
P Pressure Control Station
P Public Utility Facility
P Railroad Switching and Marshaling Yard
P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C Mining
P Petroleum or Gas Well
P Liquor
P Manufacturing (light)
P Urban Garden

LEGEND

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





PROPERTY VIEWS



Subject property

August 21, 2025 4:16 PM



North Neighboring property

August 21, 2025 4:17 PM



West Neighboring property

August 21, 2025 4:18 PM



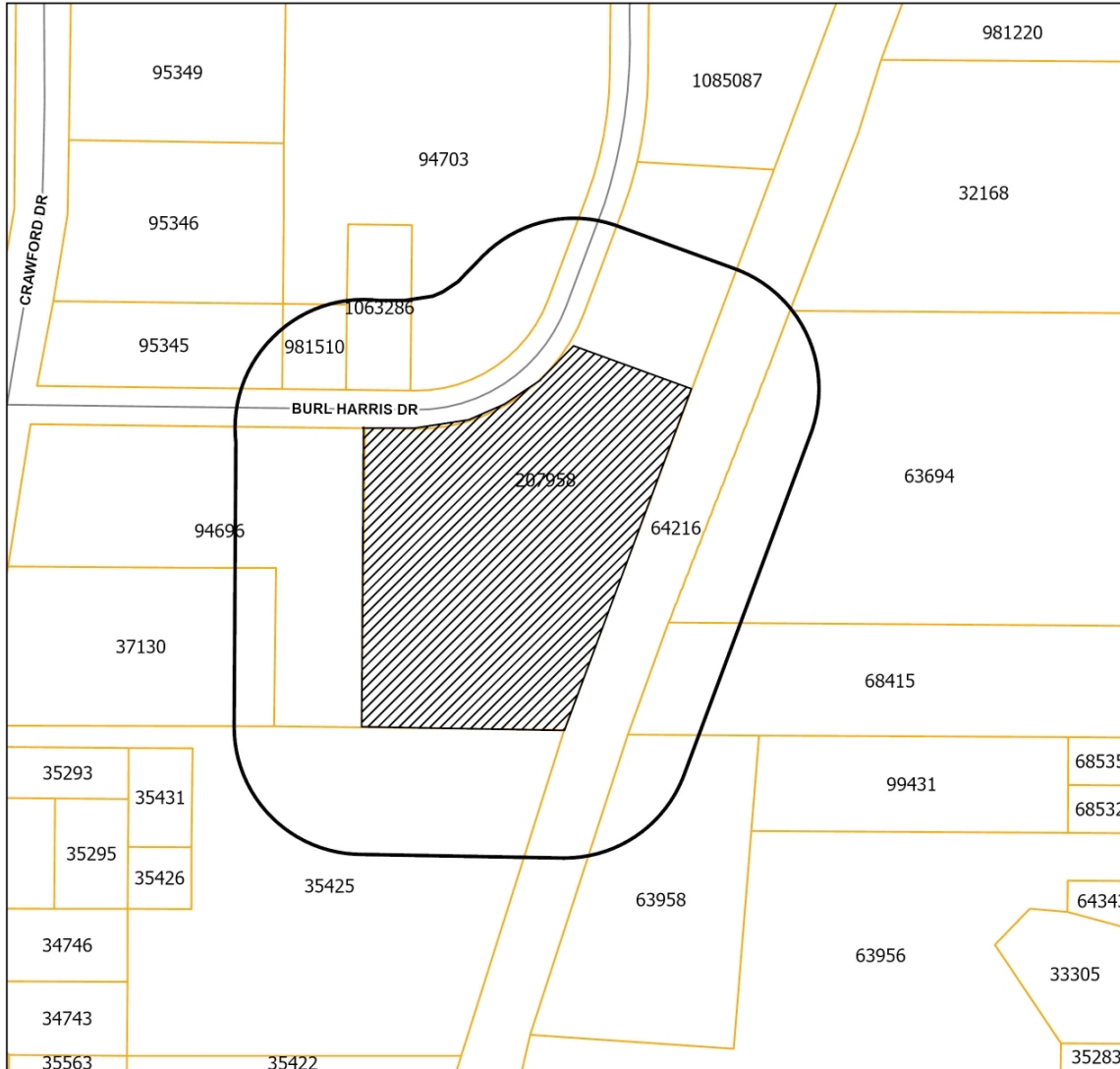
Neighboring property

August 21, 2025 4:19 PM





NOTIFICATION AREA MAP

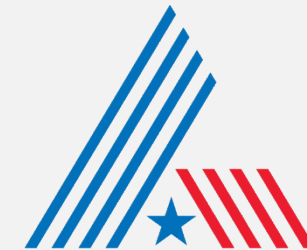


Legend

- Z-2025-31
- Notification Buffer
- Courier Parcels

0 - in Favor -

0 - in Opposition -



CITY OF
ABILENE
TEXAS

0.04

Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 20. 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. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In the United States District Court, Northern District of Texas, Abilene Division, filed September 5, 2025
18. Eddie Pugh v. Rise Church of Abilene, Inc., et al.; Cause No. 52301-A, In the District Court of Taylor County, Texas, 42nd Judicial District; filed September 11, 2025

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor and City Council Members

FROM: Emily Crawford, City Manager

SUBJECT: 21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Accepting a Proposal for Management Services on City Owned Property at 1002 S 32nd Street, known as Maxwell Golf Course (Emily Crawford)

GENERAL INFORMATION

The lease of Maxwell Golf Course expired on Sept. 30, 2025. In the months of July and August, the City solicited proposals for the operation and management of the course and concurrently solicited sealed bids for the sale of the course. This dual approach was to provide the Council with options on the future operation of Maxwell Golf Course. There was one RFP for Management submitted. There were no bids for purchase.

The City is ensuring irrigation continues, and the greens are maintained by a professional greenskeeper until a permanent transition occurs.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Resolution Professional Services Agreement Maxwell Golf Course
2. City Council Presentation Slides - Maxwell

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT WITH _____
FOR THE MANAGEMENT AND OPERATION OF MAXWELL GOLF COURSE**

WHEREAS, on _____, 2025, the City of Abilene issued a Request for Proposals for the management and operation of Maxwell Golf Course; and

WHEREAS, the City received one proposal from _____; and

WHEREAS, the City Council finds that entering into a Professional Services Management Agreement with _____ for the management and operation of Maxwell Golf Course is in the best interest of the City, its residents, and serves a public purpose.

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

Part 1: That the City Council adopts its findings stated in the Whereas clauses above.

Part 2: That the City Manager is hereby authorized to negotiate and execute a Professional Services Management Agreement with _____, for the management and operation of Maxwell Golf Course.

Part 3. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 9th day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Accepting a Proposal for Management Services on City Owned Property at 1002 S 32nd Street, known as Maxwell Golf Course

Oct. 9, 2025





Maxwell Golf Course

- The lease of Maxwell Golf Course expired on Sept. 30, 2025.
- In the months of July and August, the City solicited proposals for the operation and management of the course and concurrently solicited sealed bids for the sale of the course.





Maxwell Golf Course

- There was one RFP for Management submitted. There were no bids for purchase.
- The City is ensuring irrigation continues, and the greens are maintained by a professional greenskeeper until a permanent transition occurs.
- Council may take action.





**City Council
Agenda Memo**

City Council Meeting Date: 10/9/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 22.

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

- **Mayor's Advisory Board for People with Disabilities**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Board Appointment Exhibit (1)
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 9th day of October, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Mayor's Advisory Board for People with Disabilities</i>	
JoAnne Fluke [Reappointment]	October 2027
Jamie Thomas [Reappointment]	October 2027
Robert Marshall [New]	October 2027
Nikki Parkhill [Reappointment]	October 2027



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

- Mayor's Advisory Board for People with Disabilities
 - JoAnne Fluke [Reappointment]
 - Jamie Thomas [Reappointment]
 - Robert Marshall [New]
 - Nikki Parkhill [Reappointment]

