



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 November 6, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 23, 2025 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Affirming the Casting of Votes for a Candidate to the Jones County Appraisal District Board of Directors **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from O'Kelley Office Supply Omnia Partners Purchasing Cooperative, (JSI) Contract #R240107 and (Darran – NCPA) Contract #07-82 and TIPS Purchasing Cooperative, (Groupe Lacasse) Contract #210305 and (Nevers) Contract #240301 **(Lesli Andrews)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Officewise through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303 **(Lesli Andrews)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Tangram through Omnia Partners Purchasing Cooperative (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899 **(Lesli Andrews)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Contract with BTSOFT, Inc. for the Purchase and Implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division **(Matthew Dane)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements **(Matthew Dane)**
9. **Ordinance (First Reading) OAM-2025-01:** Receive a Report, Hold a Discussion, and Take Action on a Request from the City of Abilene to Amend the Land Development Code Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks **(Tim Littlejohn)**
10. **Ordinance (First Reading) Z-2025-41:** Receive a Report, Hold a Discussion, and Take Action on a request from the owner to amend the terms of PDD-177. Specifically, to allow alternative side setbacks adjacent to streets, allow for duplexes within tracts A and B, and to allow residential single-family within tract D. Located at the 3700-4000 blocks of Caldwell Road and the 4200 block of West Lake Road. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute an Oil & Gas Drilling Permit with Teal Exploration, LLC, Permit No. 903971 **(Max Johnson)**
12. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas, General Obligation Refunding Bonds **(Marjorie Knight)**
13. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance and Sale of City of Abilene, Texas Combination Tax

and Surplus Revenue Certificates of Obligation, for Waterworks and Sewer System Improvements *(Marjorie Knight)*

14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Execution and Delivery of a Principal Forgiveness Agreement for Waterworks and Sewer System Improvements *(Marjorie Knight)*
15. **Ordinance (Final Reading) Z-2025-32:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 20.61 Acres From Agricultural Open (AO) And Medium Density (MD) To Multi-Family (MF). Located At The 400 Block Of Jolly Rogers Road. *(Tim Littlejohn)*
16. **Ordinance (Final Reading) Z-2025-34:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.88 Acres From RS-8/COR And AO/COR To GR/COR. Located at 6144 Buffalo Gap Road. *(Tim Littlejohn)*
17. **Ordinance (Final Reading) Z-2025-35:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-136). Located at 1699 S. 1st Street *(Tim Littlejohn)*
18. **Ordinance (Final Reading) Z-2025-36:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.23 Acres From Agricultural Open (AO) To Heavy Commercial (HC). Located at 3329 Maple Street. *(Tim Littlejohn)*
19. **Ordinance (Final Reading) Z-2025-37:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 44.90 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6) And General Commercial (GC). Located At 3009 Dub Wright Boulevard And 3010 Bishop Road. *(Tim Littlejohn)*
20. **Ordinance (Final Reading) Z-2025-38:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.48 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 525 S Treadaway Blvd. *(Tim Littlejohn)*

EXECUTIVE SESSION

21. **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
19. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Project Surf
2. Project Rise
3. Lancium Project

RECONVENE

REGULAR AGENDA

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**)

- Neighborhood Services Advisory Board

23.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s ("DCOA") Incentive for Project Surf, Amending the DCOA's Budget to Include Expenditures for the Incentive; and Approving an Infrastructure Incentive Reimbursement Agreement with the DCOA for Project Surf (**Emily Crawford**)

24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a TIRZ #2 Incentive for Project Surf **(Emily Crawford)**
25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Economic Development Agreement for Project Surf **(Emily Crawford)**
26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Incentive for Project Rise, and Amending the Annual Budget for the Development Corporation of Abilene **(Misty Mayo)**
27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with the Development Corporation of Abilene for Project Rise **(Emily Crawford)**
28. **Resolution:** Receive a Report, Hold and Discussion and Public Hearing, and Take Action to Approve a Revenue Guarantee Agreement for Project Rise **(Emily Crawford)**

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 31st day of October, 2025 at 2:20 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 23, 2025 (Shawna Atkinson)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 23, 2025

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 10-23-2025 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 11/04/2025

CITY COUNCIL MEETING
October 23, 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 October 23, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Blaise Regan led the invocation.

Paislee Thompson, Milah Winslow, and Olivia Diltz, all fifth graders from Dyess Elementary 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 Lynn Beard presented the following proclamations:
 - Disability Awareness Month – accepted by the Mayor’s Advisory Board for People with Disabilities board members

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-20. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Frederick Jackson Hadlock
- Eddie Pugh
- Tammy Fogle

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda, consisting of items 3-20. Councilmember Espinoza seconded the motion. Motion carried.

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

Councilmember Beard had a conflict of interest on item 4 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary’s office. The vote for item 4 alone was:

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 9, 2025
4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Informa Princeton, LLC to Perform Air Service Development Consulting Services
[ASSIGNED RESOLUTION NO. 205-2025]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Four (4) 2026 Autocar ACX64 Side Loader Refuse Trucks with Heil Automated DuraPack Rapid Rail Body from Chastang Enterprises Inc of Houston, Texas for Solid Waste Services
[ASSIGNED RESOLUTION NO. 206-2025]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2024 Takeuchi TB290CL with Cab, Segmented Rubber Tracks and Multiple Attachments from Kirby-Smith Machinery Inc, Abilene, TX for Stormwater Utilities
[ASSIGNED RESOLUTION NO. 207-2025]
7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Resolution Requesting TXDOT Approval of a Local On-System Improvement Project
[ASSIGNED RESOLUTION NO. 208-2025]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Marathon Fitness
[ASSIGNED RESOLUTION NO. 209-2025]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of a Microsoft Enterprise License Agreement from SHI
[ASSIGNED RESOLUTION NO. 210-2025]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Cisco Wireless Access Points and Products from CDW-G
[ASSIGNED RESOLUTION NO. 211-2025]
11. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Resolution to Appoint the Child Advocacy Director as the Authorized Official for the OVAG Grant
[ASSIGNED RESOLUTION NO. 212-2025]
12. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2601 Texas Ave. Culvert Replacement Project to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 213-2025]

13. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Contract with Parkson Corporation for the Purchase and Replacement of Two Rotoshear Drum Screens at the Hamby Water Reclamation Facility
[ASSIGNED RESOLUTION NO. 214-2025]
14. Resolution: Receive a Report, Hold a Discussion and Take Action to Authorize the City Manager to Execute a Change Order to the Contract Between Siddons Martin Emergency Group, LLC and the Abilene Fire Department, for the Purchase of Four (4) Pierce Custom-Built Fire Apparatus
[ASSIGNED RESOLUTION NO. 215-2025]
15. Ordinance (First Reading) Z-2025-32: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 20.61 Acres From Agricultural Open (AO) And Medium Density (MD) To Multi-Family (MF). Located At The 400 Block Of Jolly Rogers Road.
16. Ordinance (First Reading) Z-2025-34: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.88 Acres From RS-8/COR And AO/COR To GR/COR. Located at 6144 Buffalo Gap Road
17. Ordinance (First Reading) Z-2025-35: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-136). Located at 1699 S. 1st Street
18. Ordinance (First Reading) Z-2025-36: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.23 Acres From Agricultural Open (AO) To Heavy Commercial (HC). Located at 3329 Maple Street.
19. Ordinance (First Reading) Z-2025-37: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 44.90 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6) And General Commercial (GC). Located At 3009 Dub Wright Boulevard And 3010 Bishop Road.
20. Ordinance (First Reading) Z-2025-38: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.48 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 525 S Treadaway Blvd

REGULAR AGENDA

21. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing and Take Action to Amend the Fee Schedule Ordinance to Increase Passenger Fares for CityLink
[ASSIGNED ORDINANCE NO. 78-2025]

Don Green, Director of Transportation Services, presented the item. Adoption of the item would update the fee schedule to increase CityLink passenger fares on November 3, 2025 and October 1, 2026, to help offset high operating costs due to very high inflationary periods from 2020-2023.

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

- Eddie Pugh

The following spoke in favor of the item:

- JoAnne Fluke

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

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

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

NAYS (0): None

22. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Amend the Fee Schedule Ordinance to Increase the Permit Fee For Certain Food Establishment Permits
[ASSIGNED ORDINANCE NO. 79-2025]

Annette Lerma, Director of Public Health, presented the item. Adoption of the item would update the fee schedule to bring food establishment permits in compliance with HB2844 and SB1008, to cover a decrease in lost revenue due to these changes.

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

- Tammy Fogle
- Eddie Pugh

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

Councilmember Beard moved to table the item. Deputy Mayor Pro-tem Regan seconded the motion. Council discussed options on tabling versus denying the item. Ms. Lerma reminded Council that there are changes that have to be made to make us in compliance with the above mentioned legislation and those would need to be enacted today. Councilmember Beard withdrew his motion.

Councilmember Price moved to approve the item with only these changes: express processing fee for temporary event vendors removed, plan review fee removed, preliminary inspection fee removed, catering permit add-on removed, and temporary permit fee decreased to \$52 per event. 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

23. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 80-2025]

Stanley Smith, City Attorney, presented the item. Adoption of the item would amend the City code to allow the use of golf carts on public streets by Pioneer Drive Baptist Church during its campus renovations. Council asked if this was temporary, but we do not have a mechanism for that. Mr. Smith will make a note to bring this back to Council to repeal it when the construction is complete.

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

- Jon Whitten
- Mark Owen
- Eddie Pugh

With no other 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 9:41 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

24.A.551.072 (Consultation with Attorney)

1. Brennon and Brittany Manske, et al v. City of Abilene et al; Case No 1:25-cv-00172-H
2. Eddie Pugh v. Rise Church et. Al; Cause No 52301-A
3. Kevin Young v. Matthew Clopton; Case No 1:24-CV-00113-H

24.D.551.074 (Personnel Matters)

1. City Manager
2. Discussion Regarding Applicants for Municipal Court Judge Position

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

1. Project Surf
2. Project Rainy Creek

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. 216-2025]

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

Board	Term End Date
<i>Abilene Housing Authority</i>	
Vanessa Faz [Reappointment]	November 2027
<i>Board of Adjustment</i>	
John Havard [Regular] [New]	November 2027
Jon Loudermilk [Regular] [Reappointment]	November 2027
Melissa Sparks [Regular] [Reappointment]	November 2027
<i>Board of Building Standards</i>	
Jeremy McBrayer [Regular] [Reappointment]	November 2027
Mark Aldriedge [Alternate] [Reappointment]	November 2027
Will Duncan [Alternate] [New]	November 2026
Joe Don Murman [Alternate] [Reappointment]	November 2027
<i>Library Advisory Board</i>	
Terry Young [New]	November 2028
Judith Phaneuf [Reappointment]	November 2028
<i>Neighborhood Services Advisory Board</i>	
Kelly Barneche [New]	November 2027
David Wahl [Reappointment]	November 2027
Geoffrey Turner [Reappointment]	November 2027
Lauren Cantrell [Reappointment]	November 2027
Bill Enrriquez [Reappointment]	November 2027
<i>Planning and Zoning Commission</i>	
Brad Benham [Reappointment]	November 2028
Kristen Dressen Kyker [Reappointment]	November 2028
Tyson Strauser [New]	November 2028
Kevin Halliburton [Reappointment]	November 2028

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

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

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 10:24 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor and Members of the City Council
FROM: Shawna Atkinson, City Secretary
ITEM: **3. Resolution:** Receive a Report, Hold a Discussion and Take Action on Affirming the Casting of Votes for a Candidate to the Jones County Appraisal District Board of Directors (Shawna Atkinson)

GENERAL INFORMATION

The Texas Property Tax Code allows tax jurisdiction to cast votes for a single nominee or up to 5 nominees to serve on the Board of Directors for the for the Jones County Central Appraisal District. The City of Abilene desires to cast all votes for Mary Hogue.

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Jones County
2. Ballot Letter
3. CAB BALLOT
4. Jones Co Cad Ballot Pres

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CASTING
OUR VOTES FOR THE JONES COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Texas Property Tax Code allows tax jurisdictions to cast votes for a single nominee or up to five nominees to serve on the Board of the Central Appraisal District of Jones County for a term of office of two years beginning January 1, 2026;

WHEREAS, the City of Abilene desires to cast votes to nominate a person to said board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District;

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

SECTION 1: The City Council of the City of Abilene hereby resolves to cast our votes for the following individual for a position on the Board of Directors of the Taylor County Appraisal District:

Mary Hogue

PASSED AND APPROVED THIS THE 6th DAY OF NOVEMBER, 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

Dear Taxing Entity:

Enclosed you will find a ballot for voting on Board of Directors for the Jones County Appraisal District for the term 2026-2027. Each entity is allotted a number of votes based on the value that entity has within the boundaries of Jones County. You may place all your votes on 1 candidate or distribute your votes as you wish among 2 or more candidates. **The voting entitlement for your taxing entity is located at the bottom of your ballot.** Please complete this ballot and return it back to this office by December 12, 2025. I will tabulate the votes, declare the top 6 candidates who receive the largest cumulative vote totals, and submit the results back to the governing body of each taxing entity by December 31, 2025. **If you have nominated a new candidate please provide the Chief Appraiser with the contact information for the candidate.**

If you have any questions, please do not hesitate to call or email. All contact information is listed above.

Sincerely,

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

**JONES COUNTY APPRAISAL DISTRICT
PO BOX 348 ANSON, TX. 79501**

Official Ballot to elect Board of Directors 2026-2027 Jones County Appraisal District

<u>Name of Candidate</u>	<u>Votes</u>
1. Jim Astin	_____
2. Jim Bailey	_____
3. Eugene Griffith	_____
4. Mary Hogue	_____
5. Robert Patterson	_____
6. Tucker Teague	_____
7. Dale Spurgin	_____

Signed-Title

Date

CITY OF ABILENE VOTING ENTITLEMENT – 146

Resolution:

Affirming the Casting of Votes for a Candidate for the Board of Directors for the Jones County Appraisal District:

- Mary Hogue





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director

ITEM: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from O'Kelley Office Supply Omnia Partners Purchasing Cooperative, (JSI) Contract #R240107 and (Darran – NCPA) Contract #07-82 and TIPS Purchasing Cooperative, (Groupe Lacasse) Contract #210305 and (Nevers) Contract #240301 (Lesli Andrews)

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace Cesar Chavez and G.V. Daniels Recreation Centers. September 2025 quotes were received from O'Kelley Office Supply for the purchase of furniture and equipment for both recreation centers in an amount totaling \$456,446.86. The Recreation Centers FF&E from O'Kelley Office Supply through Omnia Partners Purchasing Cooperatives, (JSI) Contract #R240107 and (Darran – NCPA) Contract #07-82 and TIPS Purchasing Cooperative, (Groupe Lacasse) Contract #210305 and (Nevers) Contract #240301.

Texas law permits municipalities to procure goods through state and local cooperative purchasing programs. Omnia partners and TIPS are cooperative purchasing programs, and this purchase complies with competitive bidding requirements. O'Kelley Office Supply is an Omnia Partners and TIPS approved Vendor.

FUNDING/FISCAL IMPACT

\$456,446.86 total will be allocated from the 2023 Bond Fund for the purchase of FF&E for the two recreation centers.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the purchase.

ATTACHMENTS:

1. 25_11_6 Resolution Rec Centers (Chavez_Daniels) JSI_Omnia Darran_NC Group_Lacasse Nevers
2. ARC Cesar Chavez JSI Bid Submitted by O'Kelley Office Supply
3. ARC G.V Daniels JSI Bid Submitted by O'Kelley Office Supply
4. ARC Cesar Chavez Darran Bid Submitted by O'Kelley Office Supply
5. ARC G.V. Daniels Darran Bid Submitted by O'Kelley Office Supply
6. ARC Cesar Chavez Lacasse Bid Submitted by O'Kelley Office Supply

7. ARC G.V. Daniels Lacasse Bid Submitted by O'Kelley Office Supply
8. 124853D FLIP-TOP TABLES_CESAR CHAVEZ
9. 124853D FLIP-TOP TABLES_GV DANIELS_TIPS
10. 25_11_6 Presentation for Resolution FFE Office Kelley Supplies Rec Centers

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 11/05/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FOR THE NEW RECREATION CENTERS CESAR CHAVEZ AND G.V. DANIELS FROM O’KELLEY OFFICE SUPPLY THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE, (JSI) CONTRACT #R240107 AND (DARRAN – NCPA) CONTRACT #07-82 ; AND TIPS PURCHASING COOPERATIVE (GROUPE LACASSE) CONTRACT #210305 AND (NEVERS) CONTRACT #240301 .

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and G.V. Daniels Recreation Centers; and

WHEREAS, as in September 2025 a quote was received from O’Kelley Office Supply for the purchase of furniture and equipment for both recreation centers in an amount totaling \$456,446.86; and

WHEREAS, the City of Abilene received pricing for Recreation Centers FF&E from O’Kelley Office Supply through Omnia Partners Purchasing Cooperative, (JSI) Contract #R240107 and (Darran – NCPA) Contract #07-82 and TIPS Purchasing Cooperative, (Groupe Lacasse) Contract #210305 and (Nevers) Contract #240301:

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

Part 1: That the City Council approves this purchase from O’Kelley Office Supply in the amount of \$456,446.86 for FF&E for the new Recreation Centers (Cesar Chavez and G.V. Daniels) through Omnia Partners Purchasing Cooperative, (JSI) Contract #R240107 and (Darran – NCPA) Contract #07-82 and TIPS Purchasing Cooperative, (Groupe Lacasse) Contract #210305 and (Nevers) Contract #240301.

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

ADOPTED on the 6th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Parkhill Project No. 03.42671.24

Abilene Recreation Center - Cesar Chavez

Bid Response By: O'Kelley Office Supply
290 Cypress St., Abilene, TX 79601
susan@okelleyos.com

Date Submitted: 9/15/2025

JSI -Omnia #R240107

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
	COM Yardage	Pallas Simile- 18.25 yards total	1		
	COM Yardage	Pallas Tilt- 9.25 yards total	1		
	COM Yardage-1	Carnegie Tartan Print- 11.75 yards total	1		
	COM Yardage-2	PallAS Facet- 11.25 yards total	1		
	65C1019TCF	Anthology Thermostat Control Fan - 10 1/8d x 19w x 1 3/4h	4		
	GP9ACP1-0212	Power Strip- 1.5d x 1.875w x 8h	4		
CH2	AW6000C	Arwyn Swivel Guest Chair with 5 Star Base - 28d x 26w x 32h	8	\$927.00	\$7,416.00
	COM	COM			
	TOR	PALLAS SIMILE SPINDRIFT			
	BLK	Black (Standard)			
CH8	WK813AP	Wink Armless Wood Leg Guest Chair - All Plastic- 17d x 18 1/4 x 32h	4	\$522.60	\$2,090.40

	MPC	Matte Plastic Shell Color			
	RFB	Refuge Blue			
	RAV	Raven			
	MBK	Matte Black			
CH9	BU7511D	Bourne Guest Chair - Single Textile	9	\$911.93	\$8,207.37
	COM	Customer's Own Material			
	TOR	CARNEGIE TARTAN PRINT 103			
	WLH	Walnut Heights			
	MWL	Maple Wood Leg			
	MTG	Metal Leveling Glides (Standard)			
DK1	VST 3672 R	Vision Desking Unit w/Right Return Wall	3	\$5,775.66	\$17,326.98
	TL27LEDF	27w LED Tasklight	6		
	VSB3622WT	Vision 35 3/4w x 21 1/2h Wall Mount Tackboard	3		
	C	Grade C			
	Momentum	Momentum Fabric			
	Solitaire	Solitaire			
	SOL04	Dove			

VSB4822WT	Vision 47 3/4w x 21 1/2h Wall Mount Tackboard	3
C	Grade C	
Momentum	Momentum Fabric	
Solitaire	Solitaire	
SOL04	Dove	
VST1636WSO	Vision 16d x 36w x 17 1/2h Wall Mount Overhead Cabinet w/Two	3
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST1648WSOL	Vision 48d x 16w x 17 1/2h Wall Mount Overhead Cabinet w/Thr	3
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST2430-72WR	Vision 24d x 30w x 72h Box/Box/File Storage Wardrobe - Right	3
WLH	Walnut Heights	

WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FF	File/File	
YLK	Yes Locking	
MBK	Matte Black	
VST2448ERR	Vision 24 x 48 File/File Return, Right	3
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
10MP	10" Modesty Panel	
WLH	Walnut Heights	

NGA	No Grommet in Left Location (A)	
YGB	Yes Center Grommet Location (B)	
MBK	Matte Black	
NGC	No Grommet in Right Location (C)	
NCGR	No Chassis Grommets	
YLK	Yes Locking	
MBK	Matte Black	
VST3672LD	Vision 36 x 72 Single Ped Desk, Left w/Break Front Modesty	3
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FMP	Full Modesty Panel (Standard)	

	BBF	Box/Box/File (Standard)			
	NGA	No Grommet in Left Location (A)			
	NGB	No Grommet in Center Location (B)			
	YGC	Yes Right Grommet Location (C)			
	?	Undecided Grommet Color			
	NCGR	No Chassis Grommets			
	YLK	Yes Locking			
	MBK	Matte Black			
DK2	VST 3672 L	Vision Desking Unit w/Left Return Wall	2	\$5,775.66	\$11,551.32
	TL27LEDF	27w LED Tasklight	4		
	VS3622WT	Vision 35 3/4w x 21 1/2h Wall Mount Tackboard	2		
	C	Grade C			
	Momentum	Momentum Fabric			
	Solitaire	Solitaire			
	SOL04	Dove			
	VS4822WT	Vision 47 3/4w x 21 1/2h Wall Mount Tackboard	2		
	C	Grade C			

Momentum	Momentum Fabric	
Solitaire	Solitaire	
SOL04	Dove	
VST1636WSO	Vision 16d x 36w x 17 1/2h Wall Mount Overhead Cabinet w/Two	2
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST1648WSOL	Vision 48d x 16w x 17 1/2h Wall Mount Overhead Cabinet w/Thr	2
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST2430-72WL	Vision 24d x 30w x 72h Box/Box/File Storage Wardrobe - Left	2
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	

MBK	Matte Black	
FF	File/File	
YLK	Yes Locking	
MBK	Matte Black	
VST2448ELR	Vision 24 x 48 File File/Return, Left	2
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
10MP	10" Modesty Panel	
WLH	Walnut Heights	
NGA	No Grommet in Left Location (A)	
YGB	Yes Center Grommet Location (B)	

MBK	Matte Black	
NGC	No Grommet in Right Location (C)	
NCGR	No Chassis Grommets	
YLK	Yes Locking	
MBK	Matte Black	
VST3672RD	Vision 36 x 72 Single Ped Desk, Right w/Break Front Modesty	2
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FMP	Full Modesty Panel (Standard)	
BBF	Box/Box/File (Standard)	
YGA	Yes Left Grommet Location (A)	

	MBK	Matte Black				
	NGB	No Grommet in Center Location (B)				
	NGC	No Grommet in Right Location (C)				
	NCGR	No Chassis Grommets				
	YLK	Yes Locking				
	MBK	Matte Black				
L03	INP4848-12TRP	Indie 48d x 48w x 12h Triangular Pouf	2	\$1,534.91	\$3,069.82	
	B	Birch Wood Species (Standard)				
	WLH	Walnut Heights				
	COM	Customer's Own Material				
	TOR	PALLAS TILT AIR				
	MTG	Rubber Cushion Metal Glides (Standard)				
	GP-LINK	Poet Linking Brackets	1			
L05	PLPM11-L	Poet Peb Modular Single Seat with Arm, Left - 33d x 31w x 32	1	\$3,651.09	\$3,651.09	
	E	Grade E (Single Pattern/Colorway)				
	Designtex	Designtex Fabric				
	Lake Placid Crypton	Lake Placid Crypton				

TOR

NP No Pocket

WF Wood Foot

WF Wood Foot Finish

WLH Walnut Heights

MAF Maple Wood Foot

NGB No Ganging Bracket

PLPMP11T-R Poet Peb Modular Single Seat with Arm - Table, 1
Right - 34 1/
E Grade E (Single Pattern/Colorway)

Designtex Designtex Fabric

Lake Placid Crypton Lake Placid Crypton

TOR

NP No Pocket

NSP No Surface Power

T Laminate Surface

BBL Bridal Blanco

WF Wood Foot

	WF	Wood Foot Finish			
	WLH	Walnut Heights			
	MAF	Maple Wood Foot			
	YGB	Yes, Granging Bracket			
L06	TM24C	Totem 24 Round Pod - 24d x 18h	3	\$719.40	\$2,158.20
	COM	Customer's Own Material			
	TOR	PALLAS FACET ESCAPE			
ST1	Z65C24240	Anthology Equipment Laminate Credenza 24d x 240w x 35-15/16h	1	\$20,026.75	\$20,026.75
	65C19PAV	Anthology Rotating Pull Out AV Rack - 19 1/4d x 19 3/8w x 24	4		
	Z65C244836CELT	Anthology Equipment Laminate Credenza - Left - 24d x 48w x 3	2		
	WLH	Walnut Heights			
	WLH	Walnut Heights			
	WLH	Walnut Heights			
	YLK	Yes Lock			
	?	Undecided Grommet			
	NECU	No Electrical Cut Out			

***DOORS TO HAVE WOOD LOCKING DOORS WITH
FROSTED GLASS INSERTS

***VENTILATION CUTOUT TO BE ON BOTH SIDES OF
UNIT

Z65C247236CELT Anthology Equipment Laminate Credenza - Left - 2
24d x 72w x 3

WLH Walnut Heights

WLH Walnut Heights

WLH Walnut Heights

YLK Yes Lock

? Undecided Grommet

NECU No Electrical Cut Out

***DOORS TO HAVE WOOD LOCKING DOORS WITH
FROSTED GLASS INSERTS

***VENTILATION CUTOUT TO BE ON BOTH SIDES OF
UNIT

TB1 INT3535-14RD Indie 35d x 35w x 13 3/4h Round Low Lounge Table 1 \$745.44 \$745.44

LAM Laminate Top

BBL Bridal Blanco

WLH Walnut Heights

MWL Maple Wood Leg

	MTG	Rubber Cushion Metal Glides (Standard)			
TB10	MTVF48TRI	Moto 48d x 48w x 26h Triangle Top Conical Base Work Table	1	\$1,233.98	\$1,233.98
	LAM	Laminate			
	SLG	Slate Grey			
	LP	Laminate Matching Finishes			
	WLH	Walnut Heights			
	~	No Moire EC23 Cut Out Selected			
	~	No Node EC24 Cut Out Selected			
TB2	INT1919-14RD	Indie 19d x 19w x 13 3/4h Round Low Lounge Table	1	\$627.46	\$627.46
	LAM	Laminate Top			
	BBL	Bridal Blanco			
	WLH	Walnut Heights			
	MWL	Maple Wood Leg			
	MTG	Rubber Cushion Metal Glides (Standard)			
TB3	NST48-29RDX	Nosh Round Table with X Base-48d x 29h	4	\$774.08	\$3,096.32
	R3	Eased Edge			
	T1	Standard Tier 1 Laminate			

	WLH	Walnut Heights				
	SMF	Single Metal Finish				
	MBK	Matte Black Feet and Post				
	N	No Cut Out & Power Access				
TB4	VST2460MCT	Vision 24 x 60 Modular Credenza Top	8	\$274.33	\$2,194.64	This Line Item was Included in Our HAT Collective TB4 Bid on Original Bid Submission. \$274.33 JSI Top was included in HAT TB4 bid of \$2053.34 each
	HPL	HPL Worksurface				
	BBL	Bridal Blanco				
	R3	Eased Edge				
	NGA	No Grommet in Left Location (A)				
	YGB	Yes Center Grommet Location (B)				
	MBK	Matte Black				
	NGC	No Grommet in Right Location (C)				
TB5	INT2525-17RD	Indie 25d x 25w x 16 1/2h Round Lounge Table	2	\$649.73	\$1,299.46	
	LAM	Laminate Top				

	SLG	Slate Grey				
	WLH	Walnut Heights				
	MWL	Maple Wood Leg				
	MTG	Rubber Cushion Metal Glides (Standard)				
TB8	MTVP26ROUN	Moto 26d x 26w x 26H Round Top Conical Base Pull-Up Table	2	\$838.35	\$1,676.70	
	LAM	Laminate Top				
	SLG	Slate Grey				
	LP	Laminate Matching Finishes				
	WLH	Walnut Heights				
TB9	INT3535-17RD	Indie 35d x 35w x 16 1/2h Round Lounge Table	2	\$745.44	\$1,490.88	
	LAM	Laminate Top				
	SLG	Slate Grey				
	WLH	Walnut Heights				
	MWL	Maple Wood Leg				
	MTG	Rubber Cushion Metal Glides (Standard)				
TB13	NST3636-29SQX	Nosh Square Table with X Base-36d x 36w x 29h	1	\$627.46	\$627.46	
	R3	Eased Edge				

	T1	Standard Tier 1 Laminate					
	WLH	Walnut Heights					
	SMF	Single Metal Finish					
	MBK	Matte Black Feet and Post					
	N	No Cut Out & Power Access					
TR1	ZNAT2436-36RSC	Native Waste Credenza- 24d x 36w x 36h	8	\$2,232.75	\$17,862.00	* Modified to 8	
	ONX	Black Onyx Mirage					
	WLH	Walnut Heights					
	WLH	Walnut Heights					
	LKDOR1	Locking Doors					
	MBK	Matte Black					
		***MODIFIED TO REMOVE METAL PULL					
		***MODIFIED TO HAVE TOUCH LATCH					
OMNIA #R240107 Grand Total					\$106,352.27		

Parkhill Project No. 03.42671.24

Abilene Recreation Center - G.V. Daniels

Bid Response By: O'Kelley Office Supply
290 Cypress St., Abilene, TX 79601
susan@okelleyos.com

Date Submitted: 9/15/2025

JSI -Omnia #R240107

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
	COM Yardage	Pallas Simile- 18.25 yards total	1		
	COM Yardage	Pallas Tilt- 9.25 yards total	1		
	COM Yardage-1	Carnegie Tartan Print- 11.75 yards total	1		
	COM Yardage-2	PallAS Facet- 11.25 yards total	1		
	65C1019TCF	Anthology Thermostat Control Fan - 10 1/8d x 19w x 1 3/4h	4		
	GP9ACP1-0212	Power Strip- 1.5d x 1.875w x 8h	4		
CH2	AW6000C	Arwyn Swivel Guest Chair with 5 Star Base - 28d x 26w x 32h	8	\$927.00	\$7,416.00
	COM	COM			
	TOR	PALLAS SIMILE SPINDRIFT			
	BLK	Black (Standard)			
CH8	WK813AP	Wink Armless Wood Leg Guest Chair - All Plastic- 17d x 18 1/4 x 32h	4	\$522.60	\$2,090.40

	MPC	Matte Plastic Shell Color			
	RFB	Refuge Blue			
	RAV	Raven			
	MBK	Matte Black			
CH9	BU7511D	Bourne Guest Chair - Single Textile	9	\$911.93	\$8,207.37
	COM	Customer's Own Material			
	TOR	CARNEGIE TARTAN PRINT 103			
	WLH	Walnut Heights			
	MWL	Maple Wood Leg			
	MTG	Metal Leveling Glides (Standard)			
DK1	VST 3672 R	Vision Desking Unit w/Right Return Wall	3	\$5,775.66	\$17,326.98
	TL27LEDF	27w LED Tasklight	6		
	VSB3622WT	Vision 35 3/4w x 21 1/2h Wall Mount Tackboard	3		
	C	Grade C			
	Momentum	Momentum Fabric			
	Solitaire	Solitaire			
	SOL04	Dove			

VSB4822WT	Vision 47 3/4w x 21 1/2h Wall Mount Tackboard	3
C	Grade C	
Momentum	Momentum Fabric	
Solitaire	Solitaire	
SOL04	Dove	
VST1636WSO	Vision 16d x 36w x 17 1/2h Wall Mount Overhead Cabinet w/Two	3
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST1648WSOL	Vision 48d x 16w x 17 1/2h Wall Mount Overhead Cabinet w/Thr	3
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST2430-72WR	Vision 24d x 30w x 72h Box/Box/File Storage Wardrobe - Right	3
WLH	Walnut Heights	

WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FF	File/File	
YLK	Yes Locking	
MBK	Matte Black	
VST2448ERR	Vision 24 x 48 File/File Return, Right	3
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
10MP	10" Modesty Panel	
WLH	Walnut Heights	

NGA	No Grommet in Left Location (A)	
YGB	Yes Center Grommet Location (B)	
MBK	Matte Black	
NGC	No Grommet in Right Location (C)	
NCGR	No Chassis Grommets	
YLK	Yes Locking	
MBK	Matte Black	
VST3672LD	Vision 36 x 72 Single Ped Desk, Left w/Break Front Modesty	3
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
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WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FMP	Full Modesty Panel (Standard)	

	BBF	Box/Box/File (Standard)			
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	?	Undecided Grommet Color			
	NCGR	No Chassis Grommets			
	YLK	Yes Locking			
	MBK	Matte Black			
DK2	VST 3672 L	Vision Desking Unit w/Left Return Wall	2	\$5,775.66	\$11,551.32
	TL27LEDF	27w LED Tasklight	4		
	VS3622WT	Vision 35 3/4w x 21 1/2h Wall Mount Tackboard	2		
	C	Grade C			
	Momentum	Momentum Fabric			
	Solitaire	Solitaire			
	SOL04	Dove			
	VS4822WT	Vision 47 3/4w x 21 1/2h Wall Mount Tackboard	2		
	C	Grade C			

Momentum	Momentum Fabric	
Solitaire	Solitaire	
SOL04	Dove	
VST1636WSO	Vision 16d x 36w x 17 1/2h Wall Mount Overhead Cabinet w/Two	2
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST1648WSOL	Vision 48d x 16w x 17 1/2h Wall Mount Overhead Cabinet w/Thr	2
WLH	Walnut Heights	
LAM	Laminate Door	
WLH	Walnut Heights	
NLK	No Locking	
VST2430-72WL	Vision 24d x 30w x 72h Box/Box/File Storage Wardrobe - Left	2
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	

MBK	Matte Black	
FF	File/File	
YLK	Yes Locking	
MBK	Matte Black	
VST2448ELR	Vision 24 x 48 File File/Return, Left	2
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
10MP	10" Modesty Panel	
WLH	Walnut Heights	
NGA	No Grommet in Left Location (A)	
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MBK	Matte Black	
NGC	No Grommet in Right Location (C)	
NCGR	No Chassis Grommets	
YLK	Yes Locking	
MBK	Matte Black	
VST3672RD	Vision 36 x 72 Single Ped Desk, Right w/Break Front Modesty	2
HPL	HPL Worksurface	
NERG	No ERGO	
WLH	Walnut Heights	
R3	Eased Edge	
WLH	Walnut Heights	
WLH	Walnut Heights	
P011	Prospect Pull	
MBK	Matte Black	
FMP	Full Modesty Panel (Standard)	
BBF	Box/Box/File (Standard)	
YGA	Yes Left Grommet Location (A)	

	MBK	Matte Black			
	NGB	No Grommet in Center Location (B)			
	NGC	No Grommet in Right Location (C)			
	NCGR	No Chassis Grommets			
	YLK	Yes Locking			
	MBK	Matte Black			
L03	INP4848-12TRP	Indie 48d x 48w x 12h Triangular Pouf	2	\$1,534.91	\$3,069.82
	B	Birch Wood Species (Standard)			
	WLH	Walnut Heights			
	COM	Customer's Own Material			
	TOR	PALLAS TILT AIR			
	MTG	Rubber Cushion Metal Glides (Standard)			
	GP-LINK	Poet Linking Brackets	1		
L05	PLPM11-L	Poet Peb Modular Single Seat with Arm, Left - 33d x 31w x 32	1	\$3,651.09	\$3,651.09
	E	Grade E (Single Pattern/Colorway)			
	Designtex	Designtex Fabric			
	Lake Placid Crypton	Lake Placid Crypton			

TOR

NP No Pocket

WF Wood Foot

WF Wood Foot Finish

WLH Walnut Heights

MAF Maple Wood Foot

NGB No Ganging Bracket

PLPMP11T-R Poet Peb Modular Single Seat with Arm - Table, 1
Right - 34 1/
E Grade E (Single Pattern/Colorway)

Designtex Designtex Fabric

Lake Placid Crypton Lake Placid Crypton

TOR

NP No Pocket

NSP No Surface Power

T Laminate Surface

BBL Bridal Blanco

WF Wood Foot

	WF	Wood Foot Finish			
	WLH	Walnut Heights			
	MAF	Maple Wood Foot			
	YGB	Yes, Granging Bracket			
L06	TM24C	Totem 24 Round Pod - 24d x 18h	3	\$719.40	\$2,158.20
	COM	Customer's Own Material			
	TOR	PALLAS FACET ESCAPE			
ST1	Z65C24240	Anthology Equipment Laminate Credenza 24d x 240w x 35-15/16h	1	\$20,026.75	\$20,026.75
	65C19PAV	Anthology Rotating Pull Out AV Rack - 19 1/4d x 19 3/8w x 24	4		
	Z65C244836CELT	Anthology Equipment Laminate Credenza - Left - 24d x 48w x 3	2		
	WLH	Walnut Heights			
	WLH	Walnut Heights			
	WLH	Walnut Heights			
	YLK	Yes Lock			
	?	Undecided Grommet			
	NECU	No Electrical Cut Out			

***DOORS TO HAVE WOOD LOCKING DOORS WITH
FROSTED GLASS INSERTS

***VENTILATION CUTOUT TO BE ON BOTH SIDES OF
UNIT

Z65C247236CELT Anthology Equipment Laminate Credenza - Left - 2
24d x 72w x 3

WLH Walnut Heights

WLH Walnut Heights

WLH Walnut Heights

YLK Yes Lock

? Undecided Grommet

NECU No Electrical Cut Out

***DOORS TO HAVE WOOD LOCKING DOORS WITH
FROSTED GLASS INSERTS

***VENTILATION CUTOUT TO BE ON BOTH SIDES OF
UNIT

TB1 INT3535-14RD Indie 35d x 35w x 13 3/4h Round Low Lounge Table 1 \$745.44 \$745.44

LAM Laminate Top

BBL Bridal Blanco

WLH Walnut Heights

MWL Maple Wood Leg

	MTG	Rubber Cushion Metal Glides (Standard)			
TB10	MTVF48TRI	Moto 48d x 48w x 26h Triangle Top Conical Base Work Table	1	\$1,233.98	\$1,233.98
	LAM	Laminate			
	SLG	Slate Grey			
	LP	Laminate Matching Finishes			
	WLH	Walnut Heights			
	~	No Moire EC23 Cut Out Selected			
	~	No Node EC24 Cut Out Selected			
TB2	INT1919-14RD	Indie 19d x 19w x 13 3/4h Round Low Lounge Table	1	\$627.46	\$627.46
	LAM	Laminate Top			
	BBL	Bridal Blanco			
	WLH	Walnut Heights			
	MWL	Maple Wood Leg			
	MTG	Rubber Cushion Metal Glides (Standard)			
TB3	NST48-29RDX	Nosh Round Table with X Base-48d x 29h	4	\$774.08	\$3,096.32
	R3	Eased Edge			
	T1	Standard Tier 1 Laminate			

	WLH	Walnut Heights				
	SMF	Single Metal Finish				
	MBK	Matte Black Feet and Post				
	N	No Cut Out & Power Access				
TB4	VST2460MCT	Vision 24 x 60 Modular Credenza Top	8	\$274.33	\$2,194.64	This Line Item was Included in Our HAT Collective TB4 Bid on Original Bid Submission. \$274.33 JSI Top was included in HAT TB4 bid of \$2053.34 each
	HPL	HPL Worksurface				
	BBL	Bridal Blanco				
	R3	Eased Edge				
	NGA	No Grommet in Left Location (A)				
	YGB	Yes Center Grommet Location (B)				
	MBK	Matte Black				
	NGC	No Grommet in Right Location (C)				
TB5	INT2525-17RD	Indie 25d x 25w x 16 1/2h Round Lounge Table	2	\$649.73	\$1,299.46	
	LAM	Laminate Top				

	SLG	Slate Grey				
	WLH	Walnut Heights				
	MWL	Maple Wood Leg				
	MTG	Rubber Cushion Metal Glides (Standard)				
TB8	MTVP26ROUN	Moto 26d x 26w x 26H Round Top Conical Base Pull-Up Table	2	\$838.35	\$1,676.70	
	LAM	Laminate Top				
	SLG	Slate Grey				
	LP	Laminate Matching Finishes				
	WLH	Walnut Heights				
TB9	INT3535-17RD	Indie 35d x 35w x 16 1/2h Round Lounge Table	2	\$745.44	\$1,490.88	
	LAM	Laminate Top				
	SLG	Slate Grey				
	WLH	Walnut Heights				
	MWL	Maple Wood Leg				
	MTG	Rubber Cushion Metal Glides (Standard)				
TB13	NST3636-29SQX	Nosh Square Table with X Base-36d x 36w x 29h	1	\$627.46	\$627.46	
	R3	Eased Edge				

	T1	Standard Tier 1 Laminate				
	WLH	Walnut Heights				
	SMF	Single Metal Finish				
	MBK	Matte Black Feet and Post				
	N	No Cut Out & Power Access				
TR1	ZNAT2436-36RSC	Native Waste Credenza- 24d x 36w x 36h	8	\$2,232.75	\$17,862.00	* Modified to 8
	ONX	Black Onyx Mirage				
	WLH	Walnut Heights				
	WLH	Walnut Heights				
	LKDOR1	Locking Doors				
	MBK	Matte Black				
		***MODIFIED TO REMOVE METAL PULL				
		***MODIFIED TO HAVE TOUCH LATCH				
		OMNIA #R240107 Grand Total			\$106,352.27	

Parkhill Project No. 03.42671.24

Abilene Recreation Center - Cesar Chavez

Bid Response by: O'Kelley Office Supply

290 Cypress St., Abilene, TX 79601

susan@okelleyos.com

Date Submitted: 9/15/2025

Darran - NCPA #07-82

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
LO10	LIA0215SLR08	Liaison Single Lounge with Rocker Tucked Upholstery	4	\$1331.34	\$5325.36
	STD	No Combination - Single Fabric Selected			
	GR4	Grade 4			
	TOR	CF STINSON CRISS CROSS 2.0 Glass Color			
NCPA #07-82 Grand Total					\$5325.36

Parkhill Project No. 03.42671.24

Abilene Recreation Center - G.V. Daniels

Bid Response by: O'Kelley Office Supply

290 Cypress St., Abilene, TX 79601

susan@okelleyos.com

Date Submitted: 9/15/2025

Darran - NCPA #07-82

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
LO10	LIA0215SLR08	Liaison Single Lounge with Rocker Tucked Upholstery	4	\$1331.34	\$5325.36
	STD	No Combination - Single Fabric Selected			
	GR4	Grade 4			
	TOR	CF STINSON CRISS CROSS 2.0 Glass Color			
NCPA #07-82 Grand Total					\$5325.36

Parkhill Project No. 03.42671.24

Abilene Recreation Center - Cesar Chavez

Bid Response By: O'Kelley Office Supply
290 Cypress St., Abilene, TX 79601
susan@okelleyos.com

Date Submitted: 9/15/2025

Groupe Lacasse - TIPS #210305

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
ST2	SE5NNN-MBCS2642S	Mobile double-sided shelving with closed back, 3 adjustable anthracite grey metal shelves on each side of full center divider, Full width bottom, 36"W x 26"D x 42"H, HZN Hazelnut Laminate Shell	12	\$1407.00	\$16884.00
ST4	RID??-MP1522UF	Mobile B/B/F metal pedestal, Lock, 14.75"W x 22"D x 26.5"	4	\$476.50	\$1906.00
	Pull & Accent	Not Specified			
	P01	Crystal Black Finish			
TB7	E1NA-RCM2472J	Table,Rectangular,Fixed Ht.,1" TFL,Anthracite Grey,72"(1800MM)W x 24"(600MM)D x 29"(735MM)H Rectangular fixed height table, Metal legs, 6" high modesty panel, 72"W x 24"D x 29"H, WGR Willow Grey Laminate	4	\$624.50	\$2498.00

LGC-TH2P01

Metal hooks, Install beneath a 4
worksurface, Pack of 2, Black
Finish

TIPS #210305 Grand Total

\$21,288.00

Parkhill Project No. 03.42671.24

Abilene Recreation Center - G.V. Daniels

Bid Response By:

O'Kelley Office Supply

290 Cypress St., Abilene, TX 79601

susan@okelleyos.com

Date Submitted:

9/15/2025

Groupe Lacasse - TIPS #210305

Item #	Part Number	Part Description	Qty	Sell	Ext Sell
ST2	SE5NNN-MBCS2642S	Mobile double-sided shelving with closed back, 3 adjustable anthracite grey metal shelves on each side of full center divider, Full width bottom, 36"W x 26"D x 42"H, HZN Hazelnut Laminate Shell	12	\$1407.00	\$16884.00
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	Pull & Accent	Not Specified			
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LGC-TH2P01

Metal hooks, Install beneath a 4
worksurface, Pack of 2, Black
Finish

TIPS #210305 Grand Total

\$21,288.00



6845 WEDGWOOD COURT N, MAPLE GROVE, MN 55311
1.800.242.2443 | FAX 800.258.5591 | NEVERS.COM

TIPS Quote

Quote #: 124853D_CESAR
CHAVEZ

Project: 124853D FLIP-TOP TABLES_CESAR CHAVEZ

Contact:

Company: FLIP TOP TABLE QUOTE

Phone:

Email:

Rep: Crystal Sparks

Email: crystal@ratcliffandassoc.com

FN: 124853D FLIP-TOP TABLES_CESAR
CHAVEZ_TIPS.pmx

Date: 03-Nov-25

Nevers TSS: Isela Chavez

Email: lchavez@nevers.com

Phone: 763.210.4204

Lead time:

Lead time begins with a clean PO, signed drawings, and a deposit.

TIPS Contract: 240301

Qty	Part Description	List Price	Member Discount:	Member Net	Extended Member Net
12	XRTA1-06000-L MODIFIED AMERICANA LAMINATE ROUND TABLE 60"DIAMETER X 29"H - ONE PIECE TABLE TOP - 1-3/16"THICK LAMINATE TABLE TOP - MATCHING PVC EDGE - FLIP TOP MECHANISM, NESTING, CASTERS NSL 7965-12 NON-STANDARD LAMINATE (750 LIST MINIMUM UPCHARGE) WILSONART WALNUT HEIGHTS FLIP-TOP METAL DOUBLE COLUMN ARCH NESTER BASE, NO WIRE MANAGEMENT (16) NSD401-32PALC BASES AND (8) NSD-60RD-30 NEST KITS BLACK POWDERCOAT FINISH STANDARD BLACK CASTERS	\$6,642.00	-45.0 %	\$3,653.10	\$43,837.20
18	XRTA1-04200-L MODIFIED AMERICANA LAMINATE SQUARE TABLE 42"D X 42"W X 29"H - ONE PIECE TABLE TOP - 1-3/16"THICK LAMINATE TABLE TOP - MATCHING PVC EDGE - FLIP TOP MECHANISM, NESTING, CASTERS NSL 7965-12 NON-STANDARD LAMINATE (750 LIST MINIMUM UPCHARGE) WILSONART WALNUT HEIGHTS FLIP-TOP METAL DOUBLE COLUMN ARCH NESTER BASE, NO WIRE MANAGEMENT (28) NSD401-32PALC BASES AND (14) NSD-42X42-30 NEST KITS BLACK POWDERCOAT FINISH STANDARD BLACK CASTERS	\$5,194.00	-45.0 %	\$2,856.70	\$51,420.60
TOTAL					\$95,257.80

Qty	Part Description	List Price	Member Discount:	Member Net	Extended Member Net
GRAND TOTAL					\$95,257.80

*This quote is done in list price US dollars and is valid for 30 days from the above date.
 *Freight is prepaid and allowed for normal ground transportation within the 48 contiguous states and must ship to a dock location. Lift gate service is available for an additional charge. Please contact support@nevers.com for assistance.
 *All orders under \$3,000 net are subject to a minimum order charge of \$325 and may be subject to additional freight charges.
 *To order: Please send all orders to orders@nevers.com. All quoted lead times are approximate and will be confirmed at time of Order Acknowledgement. All lead times are time in production - does not include delays for deposits, field dimensions, drawing approvals, sample requests, design consultations, change requests, etc.

Please call me with any questions.
 Sincerely,
Isela Chavez
 Isela Chavez
 763.210.4204

TIPS Quote

Quote #: 124853D_GV DANIELS

Date: 03-Nov-25

Project: 124853D FLIP-TOP TABLES_GV DANIELS

Nevers TSS: Isela Chavez

Contact:

Email: lchavez@nevers.com

Company: FLIP TOP TABLE QUOTE

Phone: 763.210.4204

Phone:

Lead time:

Email:

Lead time begins with a clean PO, signed drawings, and a deposit.

Rep: Crystal Sparks

Email: crystal@ratcliffandassoc.com

TIPS Contract: 240301

FN: 124853D FLIP-TOP TABLES_GV DANIELS_TIPS.pmx

Qty	Part Description	List Price	Member Discount:	Member Net	Extended Member Net
12	XRTA1-06000-L MODIFIED AMERICANA LAMINATE ROUND TABLE 60"DIAMETER X 29"H - ONE PIECE TABLE TOP - 1-3/16"THICK LAMINATE TABLE TOP - MATCHING PVC EDGE - FLIP TOP MECHANISM, NESTING, CASTERS NSL NON-STANDARD LAMINATE (750 LIST MINIMUM UPCHARGE) 7965-12 WILSONART WALNUT HEIGHTS FLIP-TOP METAL DOUBLE COLUMN ARCH NESTER BASE, NO WIRE MANAGEMENT (16) NSD401-32PALC BASES AND (8) NSD-60RD-30 NEST KITS BLACK POWDERCOAT FINISH STANDARD BLACK CASTERS	\$6,642.00	-45.0 %	\$3,653.10	\$43,837.20
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				TOTAL	\$95,257.80

Qty	Part Description	List Price	Member Discount:	Member Net	Extended Member Net
GRAND TOTAL					\$95,257.80

*This quote is done in list price US dollars and is valid for 30 days from the above date.
 *Freight is prepaid and allowed for normal ground transportation within the 48 contiguous states and must ship to a dock location. Lift gate service is available for an additional charge. Please contact support@nevers.com for assistance.
 *All orders under \$3,000 net are subject to a minimum order charge of \$325 and may be subject to additional freight charges.
 *To order: Please send all orders to orders@nevers.com. All quoted lead times are approximate and will be confirmed at time of Order Acknowledgement. All lead times are time in production - does not include delays for deposits, field dimensions, drawing approvals, sample requests, design consultations, change requests, etc.

Please call me with any questions.
 Sincerely,
Isela Chavez
 Isela Chavez
 763.210.4204

Resolution: Purchase of FF&E (furniture, fixtures and equipment) for the new recreation centers





General Information:

- Purchase is for FF&E (furniture, fixtures and equipment) for the new recreation centers (Cesar Chavez and G.V. Daniels).
- Vendor is O'Kelley Office Supply.
- Purchase to be made through Omnia Partners Purchasing Cooperative Contract #R240107, #07-82 and TIPS Purchasing Cooperative, Contract #210305 and #240301
- The total cost of the contract is \$456,446.86 to be funded from 2023 Recreation Center Bond fund.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director

ITEM: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Officewise through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303 (Lesli Andrews)

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace Cesar Chavez and G.V. Daniels Recreation Centers. In October 2025 a quote was received from Officewise for the purchase of furniture and equipment for both recreation centers in an amount totaling \$263,182.08. The FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Officewise through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303.

Texas law permits municipalities to procure goods through state and local cooperative purchasing programs. Buyboard, Omnia Partners and TIPS are cooperative purchasing programs, and this purchase complies with competitive bidding requirements. Officewise is an Buyboard, Omnia Partners and TIPS approved Vendor.

FUNDING/FISCAL IMPACT

\$263,182.08 total will be allocated from the 2023 Bond Fund for the purchase of FF&E for the two recreation centers.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. 25_11_6 Resolution Rec Centers (Chavez_Daniels) Officewise FFE
2. City Of Abilene Rec Center - CESAR CHAVEZ - TIPS rev 10.28

3. City Of Abilene Rec Center - GV DANIELS - TIPS rev 10.28
4. City Of Abilene Rec Center - CESAR CHAVEZ - Davis - NCPA rev 10.15
5. City Of Abilene Rec Center - GV DANIELS - Davis - NCPA rev 10.15
6. City Of Abilene Rec Center - CESAR CHAVEZ - OMNIA 10.13
7. City Of Abilene Rec Center - GV DANIELS - OMNIA
8. City Of Abilene Rec Center - CESAR CHAVEZ - OMNIA__Via 10.23
9. City Of Abilene Rec Center - GV DANIELS - OMNIA__Via 10.23
10. City Of Abilene Rec Center - CESAR CHAVEZ - Allermuir TIPS
11. City Of Abilene Rec Center - GV DANIELS - Allermuir TIPS
12. City Of Abilene Rec Center - Chavez - Trash Cans BuyBoard rev 10.23
13. City Of Abilene Rec Center - GV DANIELS - Trash Cans BuyBoard rev 10.23
14. 25_11_6 Presentation for Resolution FFE Officewise Rec Centers

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 11/04/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FOR THE NEW RECREATION CENTERS CESAR CHAVEZ AND G.V. DANIELS FROM OFFICEWISE THROUGH BUYBOARD PURCHASING COOPERATIVE, CONTRACT #747-24 AND OMNIA PARTNERS PURCHASING COOPERATIVE, (DAVIS – NCPA) CONTRACT #07-84 AND (KIMBALL) CONTRACT #R240108 AND (VIA) CONTRACT #07-128 ; AND TIPS PURCHASING COOPERATIVE, (CALYX - HAT - FOMCORE) CONTRACT #230301 AND (ALLERMUIR) CONTRACT #250303.

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and G.V. Daniels Recreation Centers; and

WHEREAS, as in October 2025 quotes were received from Officewise for the purchase of furniture and equipment for both recreation centers in an amount totaling \$263,182.08; and

WHEREAS, the City of Abilene received pricing for Recreation Centers FF&E from Officewise through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303:

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

Part 1: That the City Council approves this purchase from Officewise in the amount of \$263,182.08 for FF&E for the new Recreation Centers (Cesar Chavez and G.V. Daniels) through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303.

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

ADOPTED on the 6th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Quote #: HL084.CC.T
Date Printed: 10/28/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene Cesar Chavez Rec Center
2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

Purchase Orders Made Out To:

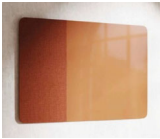
Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

***Calyx by Claridge & HAT Collective (Human Active Technology) &
Fomcore TIPS #: 230301***

Quote

ABILENE REC CENTER - CESAR CHAVEZ - TIPS

Project Designer:
Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
CALYX							
1	ACC31		2	C-CU-4848-TB-ONE CURSIVE ONE TACKBOARD 47-1/2"x47-1/2" - MANNER OCEANSIDE	\$1,329.00	\$518.31	\$1,036.62
2	ACC31		1	FREIGHT CALYX FREIGHT	\$250.00	\$250.00	\$250.00
3			1	INSTALL Officewise Installation // CALYX	\$195.00	\$195.00	\$195.00
						Subtotal	\$1,481.62
FOMCORE							
13	LO4		3	F121 Zero Gravity Chair Grade 3 F121-14x29.7x23.7-Z Length / Diameter 14 Width 29.7 Height 23.7 Leg Zippered Center CFS_CRISS_CROSS-GLASS Side CFS_CRISS_CROSS-GLASS Thread TH-Silver Zipper ZI-Oyster Grey Pattern Standard	\$1,906.13	\$595.61	\$1,786.83
						LO4 Subtotal	\$1,786.83

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
HAT COLLECTIVE							
4	TB4		2	BFKE POWER INFEED *HAT TO INCLUDE LIFT GATE SERVICE	\$268.00	\$99.16	\$198.32
5	TB4		4	DBUHAT-60-MID-L BK HEIGHT ADJUSTABLE FRAME *HAT TO INCLUDE LIFT GATE SERVICE	\$3,802.00	\$1,406.74	\$5,626.96
6	TB4		16	DR-XX DUPLEX RECPT DUPLEX RECEPTACLES *HAT TO INCLUDE LIFT GATE SERVICE	\$32.00	\$11.84	\$189.44
7	TB4		2	BENCH 10.5 CONNECT BK BENCHING CONNECTOR BEAM *HAT TO INCLUDE LIFT GATE SERVICE	\$214.00	\$79.18	\$158.36
8	TB4		8	PWR-ACC-STRP-BK REYA POWER STRIP W/HARDWIRED SURFACE MODULE *HAT TO INCLUDE LIFT GATE SERVICE	\$524.00	\$193.88	\$1,551.04
9	TB4		8	WD-6028-CH MESA WRAP *HAT TO INCLUDE LIFT GATE SERVICE	\$1,033.00	\$382.21	\$3,057.68
10	TB4		8	ES-DLL-BLK E5 DYNAMIC SINGLE MONITOR ARM *HAT TO INCLUDE LIFT GATE SERVICE	\$409.00	\$204.50	\$1,636.00

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
11	TB4		16	INSTALL Officewise Installation HOURLY // HAT COLLECTIVE	\$65.95	\$65.95	\$1,055.20
				***Lam. Tops included in JSI package			
				-- To Be Installed by Officewise***			
12	TB4		4	DESIGN FEE	\$60.00	\$60.00	\$240.00

TB4 Subtotal \$13,713.00

PLEASE REVIEW PRIOR TO PLACING

Total List: \$42,528.59

Subtotal \$16,981.45

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

FINANCING AVAILABLE - Ask for details

CASH OR CREDIT CARD PAYMENT:

*75% Deposit due upon placement of order

*Secondary Deposit of 15% due if product must be stored for more than 30 days after receiving.

*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL \$16,981.45

**Prices quoted are based on current rates and availability. Please note that manufacturers may implement tariffs between the time this quote is provided and the date the order is placed. Any such tariffs or price adjustments will be the responsibility of the purchaser.*

**Any/all electrical components to be hard-wired shall be done by a licensed electrician at customers expense.*

**Additional installation fees may apply for stair carry and work performed outside of normal business hours.*

**Storage is free for 30 days. After 30 days, a storage fee may apply.*

**If construction delays require storage of furniture beyond 30 days, the contractor will be responsible for replacing items with concealed freight damage.*

Review all fabrics and finishes for accuracy prior to placing order. Please contact your account your account manager if you require any fabric or finish samples. Once terms are reviewed and approved, please sign below and return to Officewise via email.

Signature: _____

Date: _____

By Signing, I agree to the payment terms stated above, and have verified all fabric and finish selections are accurate. I understand that special order furniture cannot be returned.



Quote #: HL084.GV.T
Date Printed: 10/28/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene G.V. Daniels Rec Center
541 N 8th Street
Abilene, TX 79601

avance@parkhill.com

Purchase Orders Made Out To:

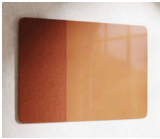
Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

***Calyx by Claridge & HAT Collective (Human Active Technology) &
Fomcore TIPS #: 230301***

Quote

ABILENE REC CENTER - GV DANIELS - TIPS

Project Designer:
Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
CALYX							
1	ACC31		2	C-CU-4848-TB-ONE CURSIVE ONE TACKBOARD 47-1/2"x47-1/2" - MANNER OCEANSIDE	\$1,329.00	\$518.31	\$1,036.62
2	ACC31		1	FREIGHT CALYX FREIGHT	\$250.00	\$250.00	\$250.00
3			1	INSTALL Officewise Installation // CALYX	\$195.00	\$195.00	\$195.00
						Subtotal	\$1,481.62
FOMCORE							
13	LO4		3	F121 Zero Gravity Chair Grade 3 F121-14x29.7x23.7-Z Length / Diameter 14 Width 29.7 Height 23.7 Leg Zippered Center CFS_CRISS_CROSS-GLASS Side CFS_CRISS_CROSS-GLASS Thread TH-Silver Zipper ZI-Oyster Grey Pattern Standard	\$1,906.13	\$595.61	\$1,786.83
						LO4 Subtotal	\$1,786.83

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
HAT COLLECTIVE							
4	TB4		2	BFKE POWER INFEEED *HAT TO INCLUDE LIFT GATE SERVICE	\$268.00	\$99.16	\$198.32
5	TB4		4	DBUHAT-60-MID-L BK HEIGHT ADJUSTABLE FRAME *HAT TO INCLUDE LIFT GATE SERVICE	\$3,802.00	\$1,406.74	\$5,626.96
6	TB4		16	DR-XX DUPLEX RECPT DUPLEX RECEPTACLES *HAT TO INCLUDE LIFT GATE SERVICE	\$32.00	\$11.84	\$189.44
7	TB4		2	BENCH 10.5 CONNECT BK BENCHING CONNECTOR BEAM *HAT TO INCLUDE LIFT GATE SERVICE	\$214.00	\$79.18	\$158.36
8	TB4		8	PWR-ACC-STRP-BK REYA POWER STRIP W/HARDWIRED SURFACE MODULE *HAT TO INCLUDE LIFT GATE SERVICE	\$524.00	\$193.88	\$1,551.04
9	TB4		8	WD-6028-CH MESA WRAP *HAT TO INCLUDE LIFT GATE SERVICE	\$1,033.00	\$382.21	\$3,057.68
10	TB4		8	ES-DLL-BLK E5 DYNAMIC SINGLE MONITOR ARM *HAT TO INCLUDE LIFT GATE SERVICE	\$409.00	\$204.50	\$1,636.00

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
11	TB4		16	INSTALL Officewise Installation HOURLY // HAT COLLECTIVE	\$65.95	\$65.95	\$1,055.20
				***Lam. Tops included in JSI package			
				-- To Be Installed by Officewise***			
12	TB4		4	DESIGN FEE	\$60.00	\$60.00	\$240.00

TB4 Subtotal \$13,713.00

PLEASE REVIEW PRIOR TO PLACING

Total List: \$42,528.59

Subtotal \$16,981.45

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

FINANCING AVAILABLE - Ask for details

CASH OR CREDIT CARD PAYMENT:

*75% Deposit due upon placement of order

*Secondary Deposit of 15% due if product must be stored for more than 30 days after receiving.

*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL \$16,981.45

**Prices quoted are based on current rates and availability. Please note that manufacturers may implement tariffs between the time this quote is provided and the date the order is placed. Any such tariffs or price adjustments will be the responsibility of the purchaser.*

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Date: _____

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Quote #: HL084.CC.N
Date Printed: 10/15/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene Cesar Chavez Rec Center
2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

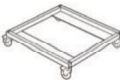
Davis NCPA #: 07-84 (COM Included with Buyboard Quote)

Quote

ABILENE REC CENTER - CESAR CHAVEZ - NCPA

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
DAVIS							
1	CH7		72	A-1030-PL A Chair, All Plastic Shell, Plastic Base, One Piece Uph. Interior Liner, Armless Shell Color: ACS-Lava Uph: Pallas Arc Fresco (COM - Requires .75 yds per chair) Base Color: ACB-Lava	\$1,241.00	\$650.04	\$46,802.88
2	ST6		8	AC-TROLLEY A Chair Trolley, stacks 10 chairs at a time. Finish: Matte Black	\$674.00	\$353.04	\$2,824.32
3	FREIGHT		1	FREIGHT DAVIS FREIGHT + CBD	\$6,183.36	\$6,183.36	\$6,183.36
4			1	INSTALL Officewise Installation // DAVIS	\$797.99	\$797.99	\$797.99

Subtotal \$56,608.55

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$101,725.35

Subtotal

\$56,608.55

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

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avance@parkhill.com

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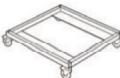
Davis NCPA #: 07-84 (COM Included with Buyboard Quote)

Quote

ABILENE REC CENTER - GV DANIELS - NCPA

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
DAVIS							
1	CH7		72	A-1030-PL A Chair, All Plastic Shell, Plastic Base, One Piece Uph. Interior Liner, Armless Shell Color: ACS-Lava Uph: Pallas Arc Fresco (COM - Requires .75 yds per chair) Base Color: ACB-Lava	\$1,241.00	\$650.04	\$46,802.88
2	ST6		8	AC-TROLLEY A Chair Trolley, stacks 10 chairs at a time. Finish: Matte Black	\$674.00	\$353.04	\$2,824.32
3	FREIGHT		1	FREIGHT DAVIS FREIGHT	\$6,183.36	\$6,183.36	\$6,183.36
4			1	INSTALL Officewise Installation // DAVIS	\$797.99	\$797.99	\$797.99

Subtotal \$56,608.55

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
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Total List: \$101,725.35

Subtotal

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Quote #: HL084.CC.O
Date Printed: 10/13/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene Cesar Chavez Rec Center
2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

Kimball OMNIA#: R240108 (COM Included with Buyboard Quote)

Quote

ABILENE REC CENTER - CESAR CHAVEZ - OMNIA

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
KIMBALL							
1	LO7		5	N94L1A JOVALIE,1 SEAT LOUNGE CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR NO GROMMET	\$4,653.00	\$2,093.85	\$10,469.25
				COM SPECIAL PALLAS CH X			
2	LO8		3	N94L1A JOVALIE,1 SEAT LOUNGE CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR NO GROMMET	\$4,653.00	\$2,093.85	\$6,281.55
				COM SPECIAL PALLAS CH X			
3			1	INSTALL Officewise Installation // KIMBALL	\$660.00	\$660.00	\$660.00

Subtotal \$17,410.80

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
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PLEASE REVIEW PRIOR TO PLACING

Total List: \$37,884.00

Subtotal

\$17,410.80

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

FINANCING AVAILABLE - Ask for details

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Quote #: HL084.GV.O
Date Printed: 10/2/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene G.V. Daniels Rec Center
541 N 8th Street
Abilene, TX 79601

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

Kimball OMNIA#: R240108 (COM Included with Buyboard Quote)

Quote

ABILENE REC CENTER - GV DANIELS - OMNIA

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
KIMBALL							
1	LO7		5	N94L1A JOVALIE,1 SEAT LOUNGE CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR NO GROMMET	\$4,653.00	\$2,093.85	\$10,469.25
				COM SPECIAL PALLAS CH X			
2	LO8		3	N94L1A JOVALIE,1 SEAT LOUNGE CUSTOMER'S OWN MATERIAL PRIMARY UPH PATTERN COLOR NO GROMMET	\$4,653.00	\$2,093.85	\$6,281.55
				COM SPECIAL PALLAS CH X			
3			1	INSTALL Officewise Installation // KIMBALL	\$660.00	\$660.00	\$660.00

Subtotal \$17,410.80

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
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Quote #: HL084.CC.OM2
Date Printed: 10/23/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene Cesar Chavez Rec Center
2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

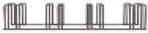
Purchase Orders Made Out To:

Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401
Via OMNIA #: 07-128

Quote

ABILENE REC CENTER - CESAR CHAVEZ - OMNIA (Via)

Project Designer:
Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
VIA							
1			9	405-B-67C-SS-FT-51A18S-18BB-16HP-LS1-2G-9FA-GR 5 Genie chair with a medium B seat #405 Black frame #B Quick adjust advanced synchro #67C Seat depth and forward tilt adjustments #SS-FT Black dynamic adjustable arm #51A Fixed black armrest #18S Black low-profile 5-star base #18BB Black carpet casters #16HP Black vertically adjustable lumbar support #LS1 Silver high-performance mesh #2G Seat textile PALLAS HUE JET (GRADE 5)	\$1,850.00	\$888.00	\$7,992.00
2	ACC30		1	XBIKE2-1-FA Sierra joined low bike racks #XBIKE2 RAL 9003 - Black #1 Ships fully assembled #FA	\$2,638.00	\$1,582.80	\$1,582.80
3	TB14		1	D120-1-AR Sierra round table #D120 RAL 9003 - Black #1 Assembly required #AR	\$2,677.00	\$1,606.20	\$1,606.20

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
4	TB14		3	XCUBET-1-FA Sierra table cube #XCUBET RAL 9003 - Black #1 Ships fully assembled #FA	\$1,891.00	\$1,134.60	\$3,403.80
5	TB15		2	XOCT4-1-AR Sierra round table with four seats. 100cm RAL 9003 - Black #1 Assembly required #AR Includes linking brackets for cube seats.	\$7,112.00	\$4,267.20	\$8,534.40
6	TR5		2	XSTP1-2-DL02-AR Sierra customizable single small litter bin, ground mounted. #XSTP1 Finish: Anthracite #2 Label: "Waste" #DLO2 Assembly required #AR	\$2,351.00	\$1,410.60	\$2,821.20
7	TARIFF		1	TARIFF	\$239.76	\$239.76	\$239.76
8	FREIGHT		1	FREIGHT LIFT GATE FEE	\$215.00	\$215.00	\$215.00
9			1	INSTALL Officewise Installation // VIA	\$2,250.00	\$2,250.00	\$2,250.00
						Subtotal	\$28,645.16

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$49,268.76

Subtotal

\$28,645.16

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Abilene, TX 79601

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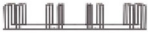
Via OMNIA #: 07-128

Quote

ABILENE REC CENTER - GV DANIELS - OMNIA (Via)

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
VIA							
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6	TR5		2	XSTP1-2-DL02-AR Sierra customizable single small litter bin, ground mounted. #XSTP1 Finish: Anthracite #2 Label: "Waste" #DLO2 Assembly required #AR	\$2,351.00	\$1,410.60	\$2,821.20
7	TARIFF		1	TARIFF	\$239.76	\$239.76	\$239.76
8	FREIGHT		1	FREIGHT LIFT GATE FEE	\$215.00	\$215.00	\$215.00
9			1	INSTALL Officewise Installation // VIA	\$2,250.00	\$2,250.00	\$2,250.00
						Subtotal	\$28,645.16

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
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Quote #: HL084.CC.T2
Date Printed: 10/27/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

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2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

Allermuir TIPS #: 25030

Quote

ABILENE REC CENTER - CESAR CHAVEZ - TIPS

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
ALLERMUIR							
1	LO1		2	BST100 Bastille Lounge Chair Single Fabric Selection Grade 9 Fabrics Enter Non Listed Grade 9 Fabric Felt Glides	\$4,457.00	\$2,674.20	\$5,348.40
				01 GR 9 EFD STD			
2	LO2		1	BST200 Bastille 2 Seat Sofa Single Fabric Selection Grade 9 Fabrics Enter Non Listed Grade 9 Fabric Felt Glides	\$8,468.00	\$5,080.80	\$5,080.80
				01 GR 9 EFD STD			
3	ACC2		2	AMSCBL Bolster Cushion, 22"w x 13.75"h Single Fabric Selection Customers Own Material (COM requ PALLAS FACET ESCAPE Twinned Plain	\$160.00	\$96.00	\$192.00
				01 COM TOR TW PL			
4			8.5	INSTALL Officewise Installation // Allermuir (HOURLY LABOR)	\$45.00	\$45.00	\$382.50

Subtotal \$11,003.70

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$18,084.50

Subtotal

\$11,003.70

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

FINANCING AVAILABLE - Ask for details

CASH OR CREDIT CARD PAYMENT:

*75% Deposit due upon placement of order

*Secondary Deposit of 15% due if product must be stored for more than 30 days after receiving.

*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL

\$11,003.70

**Prices quoted are based on current rates and availability. Please note that manufacturers may implement tariffs between the time this quote is provided and the date the order is placed. Any such tariffs or price adjustments will be the responsibility of the purchaser.*

**Any/all electrical components to be hard-wired shall be done by a licensed electrician at customers expense.*

**Additional installation fees may apply for stair carry and work performed outside of normal business hours.*

**Storage is free for 30 days. After 30 days, a storage fee may apply.*

**If construction delays require storage of furniture beyond 30 days, the contractor will be responsible for replacing items with concealed freight damage.*

Review all fabrics and finishes for accuracy prior to placing order. Please contact your account your account manager if you require any fabric or finish samples. Once terms are reviewed and approved, please sign below and return to Officewise via email.

Signature: _____

Date: _____

By Signing, I agree to the payment terms stated above, and have verified all fabric and finish selections are accurate. I understand that special order furniture cannot be returned.



Quote #: HL084.GV.T2
 Date Printed: 10/27/2025
 Sales Name: Hillary Lloyd
 Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene G.V. Daniels Rec Center
 541 N 8th Street
 Abilene, TX 79601

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Commercial Interiors
 1301 13th Street
 Lubbock, TX 79401

Allermuir TIPS #: 25030

Quote

ABILENE REC CENTER - GV DANIELS - TIPS

Project Designer:

Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
ALLERMUIR							
1	LO1		2	BST100 Bastille Lounge Chair Single Fabric Selection 01 Grade 9 Fabrics GR 9 Enter Non Listed Grade 9 Fabric EFD Felt Glides STD	\$4,457.00	\$2,674.20	\$5,348.40
2	LO2		1	BST200 Bastille 2 Seat Sofa Single Fabric Selection 01 Grade 9 Fabrics GR 9 Enter Non Listed Grade 9 Fabric EFD Felt Glides STD	\$8,468.00	\$5,080.80	\$5,080.80
3	ACC2		2	AMSCBL Bolster Cushion, 22"w x 13.75"h Single Fabric Selection 01 Customers Own Material (COM requCOM PALLAS FACET ESCAPE TOR Twinned TW Plain PL	\$160.00	\$96.00	\$192.00
4			8.5	INSTALL Officewise Installation // Allermuir (HOURLY LABOR)	\$45.00	\$45.00	\$382.50

Subtotal \$11,003.70

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$18,084.50

Subtotal

\$11,003.70

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

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*Secondary Deposit of 15% due if product must be stored for more than 30 days after receiving.

*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL

\$11,003.70

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Review all fabrics and finishes for accuracy prior to placing order. Please contact your account your account manager if you require any fabric or finish samples. Once terms are reviewed and approved, please sign below and return to Officewise via email.

Signature: _____

Date: _____

By Signing, I agree to the payment terms stated above, and have verified all fabric and finish selections are accurate. I understand that special order furniture cannot be returned.



Quote #: HL084.CC.BB3
Date Printed: 10/23/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene Cesar Chavez Rec Center
2250 Ambler Avenue
Abilene, TX 79603

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Furniture & Supply
1301 13th Street
Lubbock, TX 79401

Custodial BuyBoard Contract #: 747-24 / ~~Officewise Buy Board #~~
~~755-24 Officewise~~

Quote

ABILENE REC CENTER - CESAR CHAVEZ - BuyBoard

Project Designer:
Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
1	TR2		2	265500GY BRUTE 55 GALLON	\$205.15	\$92.66	\$185.32
2	TR3		4	354060BK SLIM JIM	\$160.00	\$92.36	\$369.44
3	TR4		11	295600BK 7 Gallon	\$20.00	\$9.67	\$106.37
4			6.2277	INSTALL Officewise Installation	\$45.00	\$45.00	\$280.25
						Subtotal	\$941.38

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$1,550.55

Subtotal

\$941.38

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

FINANCING AVAILABLE - Ask for details

CASH OR CREDIT CARD PAYMENT:

*75% Deposit due upon placement of order

*Secondary Deposit of 15% due if product must be stored for more than 30 days after receiving.

*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL

\$941.38

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**Any/all electrical components to be hard-wired shall be done by a licensed electrician at customers expense.*

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**Storage is free for 30 days. After 30 days, a storage fee may apply.*

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Signature: _____

Date: _____

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Quote #: HL084.GV.BB3
Date Printed: 10/23/2025
Sales Name: Hillary Lloyd
Sales Phone: 806-766-8888

Parkill - Alyssa Vance

City of Abilene G.V. Daniels Rec Center
541 N 8th Street
Abilene, TX 79601

avance@parkhill.com

Purchase Orders Made Out To:

Officewise Furniture & Supply
1301 13th Street
Lubbock, TX 79401

Custodial BuyBoard Contract #: 747-24 [REDACTED]

Quote

ABILENE REC CENTER - GV DANIELS - BuyBoard

Project Designer:
Hillary Lloyd

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
1	TR2		2	265500GY BRUTE 55 GALLON	\$205.15	\$92.66	\$185.32
2	TR3		4	354060BK SLIM JIM	\$160.00	\$92.36	\$369.44
3	TR4		11	295600BK 7 Gallon	\$20.00	\$9.67	\$106.37
4			6.2277	INSTALL Officewise Installation	\$45.00	\$45.00	\$280.25
						Subtotal	\$941.38

LINE	TAG	IMAGE	QTY	PRODUCT	LIST	SELL	EXT SELL
------	-----	-------	-----	---------	------	------	----------

PLEASE REVIEW PRIOR TO PLACING

Total List: \$1,550.55

Subtotal

\$941.38

QUOTE IS VALID FOR 30 DAYS.

Furniture Payment Terms:

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*Final balance due within 15 days of installation completion and sign off.

GRAND TOTAL

\$941.38

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**Any/all electrical components to be hard-wired shall be done by a licensed electrician at customers expense.*

**Additional installation fees may apply for stair carry and work performed outside of normal business hours.*

**Storage is free for 30 days. After 30 days, a storage fee may apply.*

**If construction delays require storage of furniture beyond 30 days, the contractor will be responsible for replacing items with concealed freight damage.*

Review all fabrics and finishes for accuracy prior to placing order. Please contact your account your account manager if you require any fabric or finish samples. Once terms are reviewed and approved, please sign below and return to Officewise via email.

Signature: _____

Date: _____

By Signing, I agree to the payment terms stated above, and have verified all fabric and finish selections are accurate. I understand that special order furniture cannot be returned.

Resolution: Purchase of FF&E (furniture, fixtures and equipment) for the new recreation centers





General Information:

- Purchase is for FF&E (furniture, fixtures and equipment) for the new recreation centers (Cesar Chavez and G.V. Daniels).
- Vendor is Officewise.
- Purchase to be made through Buyboard Purchasing Cooperative, Contract #747-24 and Omnia Partners Purchasing Cooperative, (Davis – NCPA) Contract #07-84 and (Kimball) Contract #240108 and (VIA) Contract #07-128 and TIPS Purchasing Cooperative, (Calyx – HAT - Fomcore) Contract #230301 and (Allermuir) Contract #250303.
- The total cost of the contract is \$263,182.08 to be funded from 2023 Recreation Center Bond fund.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director

ITEM: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Tangram through Omnia Partners Purchasing Cooperative (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899 (*Lesli Andrews*)

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace Cesar Chavez and G.V. Daniels Recreation Centers. In October 2025 a quote was received from Tangram for the purchase of furniture and equipment for both recreation centers in an amount totaling \$149,963.16. The FF&E (Furniture, Fixtures, & Equipment) for the New Recreation Centers (Cesar Chavez & G.V. Daniels) from Tangram through Omnia Partners Purchasing Cooperative, (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899.

Texas law permits municipalities to procure goods through state and local cooperative purchasing programs. Omnia Partners is a cooperative purchasing program, and this purchase complies with competitive bidding requirements. Tangram is an Omnia Partners approved Vendor.

FUNDING/FISCAL IMPACT

\$149,963.16 total will be allocated from the 2023 Bond Fund for the purchase of FF&E for the two recreation centers.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. 25_11_6 Resolution Rec Centers (Chavez Daniels) Tangram KI-Omnia Steelcase-Omnia
2. Abilene Recreation Centers - Cesar Chavez Budgetary Steelcase Q-D16861_Updated 10.27.25
3. Abilene Recreation Centers - G.V. Daniels Budgetary Steelcase Q-16863_Updated 10.27.25
4. Abilene Recreation Centers - Cesar Chavez Budgetary KI Q-D17036_Updated 10.27.25
5. Abilene Recreation Centers - G.V. Daniels Budgetary KI Q-D17122_Updated 10.27.25
6. 25_11_6 Presentation for Resolution FFE Tangram Rec Centers

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 11/04/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FOR THE NEW RECREATION CENTERS CESAR CHAVEZ AND G.V. DANIELS FROM TANGRAM THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE (KI-OMNIA) CONTRACT #RA240109 AND (STEELCASE-OMNIA) CONTRACT #2019.001899.

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and G.V. Daniels Recreation Centers; and

WHEREAS, as in October 2025 quotes were received from Tangram for the purchase of furniture and equipment for both recreation centers in an amount totaling \$149,963.16; and

WHEREAS, the City of Abilene received pricing for Recreation Centers FF&E from Tangram through Omnia Partners Purchasing Cooperative (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899:

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

Part 1: That the City Council approves this purchase from Tangram in the amount of \$149,963.16 for FF&E for the new Recreation Centers (Cesar Chavez and G.V. Daniels) through Omnia Partners Purchasing Cooperative (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899.

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

ADOPTED on the 6th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16861

Quote Date 10/27/25

mm/dd/yy

Project 16444

Customer CIT060

Terms CPO#/NET 30 DAYS

Account Representative Britni Wilkens

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quote To

Accounts Payable
City of Abilene
PO BOX 60
ABILENE TX 79604-0060

Ship To

Accounts Payable
City of Abilene Cesar Chavez Rec Center
2250 AMBLER AVE
ABILENE TX 79603

Phone +1 (325) 676-6266

Fax +1 (325) 676-6285

accountspayable@abilenetx.gov

Phone +1 (325) 676-6266

Fax +1 (325) 676-6285

accountspayable@abilenetx.gov

Sales Location TANGRAM DALLAS

For: Abilene Recreation Center - G.V. Daniels

Revised: 10.27.25

The issue of tariffs remains fluid. Tangram reserves the right to modify quoted rates if or when tariff fees are imposed by our manufacturers.

Quote is valid for 30 days.

The following was priced utilizing the following contract discounts:

Steelcase Omnia Contract #2019.001899

Finishes have been quoted per client's request. Any changes to finish selections may affect pricing.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

All product is made to order - no changes or cancellations after order placement. No returns, all sales are final.

Lead times & ready dates are estimates only & subject to change based on materials availability & transit delays.

A purchase order is required for order processing. Your purchase order is your agreement that all product is specified accurately per your request & the terms in this quote.

Contact Britni Wilkens with any questions; bwilkens@tangraminteriors.com

Thank you!

Description	Quantity	Unit Price	Extended Price
-------------	----------	------------	----------------

STEELCASE - OMNIA 2019.001899

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16861

Page 2 / 3 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
1  SLCH - Steelcase - Tenor Chair with Bag Hook Back Finish: Plastic - PG2 6BE6 - SEA SALT Seat Finish: Plastic - PG2 6BE6 - SEA SALT Lower Cover Finish: Plastic - PG1 6249 - Platinum Solid/Nickel Frame Finish: Accent Paint 4CZ6 - LAGOON Caster or Glide Type: Hard Casters STEELCASE Tag For CH6 MOBILE CHAIR	12	300.33	3,603.96
2 FEE - Tariff Fee STEELCASE	1	111.60	111.60
3 Tangram to Receive, Deliver and Install during Normal Business Hours with Free and Clear Access. Elevator use if needed, No Stair Carry. (D&I FEE)	1	324.33	324.33
Sub Total NON TAXABLE Total			4,039.89 0.00 4,039.89
Quotation Totals Sub Total NON TAXABLE Grand Total			4,039.89 0.00 4,039.89

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.

End of Quotation

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16861
Page 3 / 3 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
Seating	Frame Finish	4CZ6 - Lagoon	
	Lower Cover Finish	6249 - Platinum Solid/Nickel	
	Seat Finish	6BE6 - Sea Salt	
	Back Finish	6BE6 - Sea Salt	

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For accuracy, order and view an actual sample.

Accepted by _____ Title _____ Date _____



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SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16863

Quote Date 10/27/25

mm/dd/yy

Project 16444

Customer CIT060

Terms CPO#/NET 30 DAYS

Account Representative Britni Wilkens

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quote To

Accounts Payable
City of Abilene
PO BOX 60
ABILENE TX 79604-0060

Ship To

Accounts Payable
City of Abilene G.V. Daniels Rec Center
541 N 8TH ST
ABILENE TX 79601-4324

Phone +1 (325) 676-6266
Fax +1 (325) 676-6285
accountspayable@abilenetx.gov

Phone +1 (325) 676-6266
Fax +1 (325) 676-6285
accountspayable@abilenetx.gov

Sales Location TANGRAM DALLAS

For: Abilene Recreation Center - G.V. Daniels
Revised: 10.27.25

The issue of tariffs remains fluid. Tangram reserves the right to modify quoted rates if or when tariff fees are imposed by our manufacturers.

Quote is valid for 30 days.

The following was priced utilizing the following contract discounts:
Steelcase Omnia Contract #2019.001899

Finishes have been quoted per client's request. Any changes to finish selections may affect pricing.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

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Lead times & ready dates are estimates only & subject to change based on materials availability & transit delays.

A purchase order is required for order processing. Your purchase order is your agreement that all product is specified accurately per your request & the terms in this quote.

Contact Britni Wilkens with any questions; bwilkens@tangraminteriors.com

Thank you!

Description	Quantity	Unit Price	Extended Price
-------------	----------	------------	----------------

STEELCASE - OMNIA 2019.001899

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16863

Page 2 / 3 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
1  SLCH - Steelcase - Tenor Chair with Bag Hook Back Finish: Plastic - PG2 6BE6 - SEA SALT Seat Finish: Plastic - PG2 6BE6 - SEA SALT Lower Cover Finish: Plastic - PG1 6249 - Platinum Solid/Nickel Frame Finish: Accent Paint 4CZ6 - LAGOON Caster or Glide Type: Hard Casters STEELCASE Tag For CH6 MOBILE CHAIR	12	300.33	3,603.96
2 FEE - Tariff Fee STEELCASE	1	111.60	111.60
3 Tangram to Receive, Deliver and Install during Normal Business Hours with Free and Clear Access. Elevator use if needed, No Stair Carry. (D&I FEE)	1	324.33	324.33
Sub Total			4,039.89
NON TAXABLE			0.00
Total			4,039.89
Quotation Totals			
Sub Total			4,039.89
NON TAXABLE			0.00
Grand Total			4,039.89

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For accuracy, order and view an actual sample.

End of Quotation

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 16863
Page 3 / 3 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
Seating	Frame Finish	4CZ6 - Lagoon	
	Lower Cover Finish	6249 - Platinum Solid/Nickel	
	Seat Finish	6BE6 - Sea Salt	
	Back Finish	6BE6 - Sea Salt	

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Accepted by _____ Title _____ Date _____



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SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 17036

Quote Date 10/27/25

mm/dd/yy

Customer CIT060

Terms CPO#/NET 30 DAYS

Account Representative Britni Wilkens

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quote To

Accounts Payable
City of Abilene
PO BOX 60
ABILENE TX 79604-0060

Ship To

Accounts Payable
City of Abilene Cesar Chavez Rec Center
2250 AMBLER AVE
ABILENE TX 79603

Phone +1 (325) 676-6266

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Fax +1 (325) 676-6285

accountspayable@abilenetx.gov

Sales Location TANGRAM DALLAS

For: Abilene Recreation Center - Cesar Chavez

Revised: 10.27.25

The issue of tariffs remains fluid. Tangram reserves the right to modify quoted rates if or when tariff fees are imposed by our manufacturers.

Quote is valid for 30 days.

The following was priced utilizing the following contract discounts:

KI Omnia Contract #R240109

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Lead times & ready dates are estimates only & subject to change based on materials availability & transit delays.

A purchase order is required for order processing. Your purchase order is your agreement that all product is specified accurately per your request & the terms in this quote.

Contact Britni Wilkens with any questions; bwilkens@tangraminteriors.com

Thank you!

Description	Quantity	Unit Price	Extended Price
1 MGBP10PADCAD - Imaginanium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black	2	1,438.00	2,876.00

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 17036

Page 2 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
1 GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.124 HARBOR /WHL With handle KI Tag For MK:ACC3 + ACC6			
2 MGBP10PADCAD - Imaginasion Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.146 SPRUCE /WHL With handle KI Tag For MK:ACC4 + ACC6	2	1,438.00	2,876.00
3 MGBP10PADCAD - Imaginasion Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.114 SPINDRIFT /WHL With handle KI Tag For MK:ACC5 + ACC6	1	1,438.00	1,438.00
4 LL2200 - LimeLite Four Leg Armless Chair with Casters, Uph Seat/Poly Back -NFR Compliance to TB 117-2013 /PEV Everglade Shade /GZ Glitz Metallic /UCBL Dual surface casters, Black	8	335.27	2,682.16

Accepted by _____ Title _____ Date _____



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 FAX: 562.777.9742
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Quotation 17036

Page 3 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description		Quantity	Unit Price	Extended Price
4	/NFR Compliance to TB 117-2013 GRPP1 Pallas Fabric Group P1 BEND BEND /27.356.022 SILO KI Tag For MK:CH3			
5	CHV85 - Cheevo ESports Chair,High Back w/Integrated Headrest,Fixed Arms,Upholstered Seat and Back /GR Grey fabric seat/back, Black base/frame KI Tag For MK:CH4	8	291.27	2,330.16
6	LL1100 - LimeLite Four-Leg Armless Chair with Glides, Poly Seat/Back /NFR Compliance to TB 117-2013 /PTQ Tarragon /GZ Glitz Metallic /GPL Plastic glides KI Tag For MK:CH5	150	155.35	23,302.50
7	TJHLA2466-74P - Tributaire, Nesting Top Training,Rectangular,24x66",Fixed 29"H,74P edge /ELG Light Tone edge LAMG1 Laminate Grade 1 LAMGRD1STD Grade 1 KI standard laminates /LGE GREY LAM 1500-60 /NCH No chrome base /BL Black /C Casters /CBL Black casters /NNN No grommets, power, wire management/No cutouts	28	1,020.25	28,567.00

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 17036

Page 4 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description		Quantity	Unit Price	Extended Price
7	/PMP Polyester felt modesty panel /FTPR Pepper KI Tag For MK:TB6			
8	13.3115 - Table Ganger (Set Of 2 For One Table-To-Table Gang) KI Tag For MK:TB6	21	11.69	245.49
9	LLDTF.BL - Transport Dolly for LimeLite Four-Leg Chairs with Glides and Sled Base Chairs, All-Poly KI Tag For MK:ST5	10	335.27	3,352.70
10	UDH.BL - Universal Dolly Handle KI Tag For MK:ST5	10	116.96	1,169.60
11	ProductSurcharge - Surcharge KI	1	2,102.08	2,102.08
Quotation Totals				
Sub Total				70,941.69
Grand Total				70,941.69

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.

End of Quotation

Accepted by _____ Title _____ Date _____



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TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 17122

Quote Date 10/27/25

mm/dd/yy

Customer CIT060

Terms CPO#/NET 30 DAYS

Account Representative Britni Wilkens

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quote To

Accounts Payable
City of Abilene
PO BOX 60
ABILENE TX 79604-0060

Ship To

Accounts Payable
City of Abilene G.V. Daniels Rec Center
541 N 8TH ST
ABILENE TX 79601-4324

Phone +1 (325) 676-6266

Fax +1 (325) 676-6285

accountspayable@abilenetx.gov

Phone +1 (325) 676-6266

Fax +1 (325) 676-6285

accountspayable@abilenetx.gov

Sales Location TANGRAM DALLAS

For: Abilene Recreation Center - G.V. Daniels

Revised: 10.27.25

The issue of tariffs remains fluid. Tangram reserves the right to modify quoted rates if or when tariff fees are imposed by our manufacturers.

Quote is valid for 30 days.

The following was priced utilizing the following contract discounts:

KI Omnia Contract #R240109

Finishes have been quoted per client's request. Any changes to finish selections may affect pricing.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

All product is made to order - no changes or cancellations after order placement. No returns, all sales are final.

Lead times & ready dates are estimates only & subject to change based on materials availability & transit delays.

A purchase order is required for order processing. Your purchase order is your agreement that all product is specified accurately per your request & the terms in this quote.

Contact Britni Wilkens with any questions; bwilkens@tangraminteriors.com

Thank you!

Description	Quantity	Unit Price	Extended Price
1 MGBP10PADCAD - Imaginanium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black	2	1,438.00	2,876.00

Accepted by _____ Title _____ Date _____



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Quotation 17122

Page 2 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
1 GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.124 HARBOR /WHL With handle KI Tag For MK:ACC3 + ACC6			
2 MGBP10PADCAD - Imaginasion Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.146 SPRUCE /WHL With handle KI Tag For MK:ACC4 + ACC6	2	1,438.00	2,876.00
3 MGBP10PADCAD - Imaginasion Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Round Storage Caddy /BL Black GRPP0 Pallas Fabric Group P0 SIMILE SIMILE /27.347.114 SPINDRIFT /WHL With handle KI Tag For MK:ACC5 + ACC6	1	1,438.00	1,438.00
4 LL2200 - LimeLite Four Leg Armless Chair with Casters, Uph Seat/Poly Back -NFR Compliance to TB 117-2013 /PEV Everglade Shade /GZ Glitz Metallic /UCBL Dual surface casters, Black	8	335.27	2,682.16

Accepted by _____ Title _____ Date _____



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Quotation 17122

Page 3 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
4 /NFR Compliance to TB 117-2013 GRPP1 Pallas Fabric Group P1 BEND BEND /27.356.022 SILO KI Tag For MK:CH3			
5 CHV85 - Cheevo ESports Chair,High Back w/Integrated Headrest,Fixed Arms,Upholstered Seat and Back /GR Grey fabric seat/back, Black base/frame KI Tag For MK:CH4	8	291.27	2,330.16
6 LL1100 - LimeLite Four-Leg Armless Chair with Glides, Poly Seat/Back /NFR Compliance to TB 117-2013 /PTQ Tarragon /GZ Glitz Metallic /GPL Plastic glides KI Tag For MK:CH5	150	155.35	23,302.50
7 TJHLA2466-74P - Tributaire, Nesting Top Training,Rectangular,24x66",Fixed 29"H,74P edge /ELG Light Tone edge LAMG1 Laminate Grade 1 LAMGRD1STD Grade 1 KI standard laminates /LGE GREY LAM 1500-60 /NCH No chrome base /BL Black /C Casters /CBL Black casters /NNN No grommets, power, wire management/No cutouts	28	1,020.25	28,567.00

Accepted by _____ Title _____ Date _____



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Page 4 / 4 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description		Quantity	Unit Price	Extended Price
7	/PMP Polyester felt modesty panel /FTPR Pepper KI Tag For MK:TB6			
8	13.3115 - Table Ganger (Set Of 2 For One Table-To-Table Gang) KI Tag For MK:TB6	21	11.69	245.49
9	LLDTF.BL - Transport Dolly for LimeLite Four-Leg Chairs with Glides and Sled Base Chairs, All-Poly KI Tag For MK:ST5	10	335.27	3,352.70
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Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.

End of Quotation

Accepted by _____ Title _____ Date _____

Resolution: Purchase of FF&E (furniture, fixtures and equipment) for the new recreation centers





General Information:

- Purchase is for FF&E (furniture, fixtures and equipment) for the new recreation centers (Cesar Chavez and G.V. Daniels).
- Vendor is Tangram.
- Purchase to be made through Omnia Partners Purchasing Cooperative, (KI-Omnia) Contract #RA240109 and (Steelcase-Omnia) Contract #2019.001899.
- The total cost of the contract is \$149,963.16 to be funded from 2023 Recreation Center Bond fund.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Matthew Dane, Director of Water Utilities
ITEM: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with BTSOFT, Inc. for the Purchase and Implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division (*Matthew Dane*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the contract with BTSOFT, Inc. for the purchase, configuration, and implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division in the amount of \$298,000.00.

The new system will replace the On-Prem LIMS platform that was lost during the City's Cyber Incident, restoring the laboratory's ability to electronically manage samples, analytical data, and regulatory reporting. The contract includes software licensing, system configuration, implementation services, data migration, user training, and one year of technical support and maintenance.

The BTSOFT LIMS will provide a modern, secure, and reliable platform for managing laboratory operations and maintaining compliance with all state and federal regulatory requirements.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve a contract with BTSOFT, Inc. for the purchase and implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division in the amount of \$298,000.00, which will restore electronic data management capabilities lost during the Cyber Incident and enhance accuracy, regulatory compliance, and operational efficiency within the City's Water Utilities Department.

ATTACHMENTS:

1. 2 - Written Resolution - LIMS Software Award
2. City of Abilene LIMS Contract_BTSOFT Executed_20251105 (1)
3. 3 - Presentation - LIMS Software Award

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 11/05/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE CONTRACT WITH BTSOFT, INC. FOR THE PURCHASE AND IMPLEMENTATION OF A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) FOR THE ENVIRONMENTAL LABORATORY DIVISION.

WHEREAS, the City of Abilene (City) owns and operates the Environmental Laboratory Division as part of its Water Utilities Department to provide analytical support and ensure compliance with regulatory requirements established by the Texas Commission on Environmental Quality (TCEQ) and the National Environmental Laboratory Accreditation Program (NELAP); and

WHEREAS, the City's previous Laboratory Information Management System (LIMS) was lost during the City's Cyber Incident, resulting in the need to restore electronic data management, sample tracking, and reporting capabilities essential to laboratory operations; and

WHEREAS, the implementation of a new LIMS will improve data integrity, workflow efficiency, and regulatory compliance through automation of sample management, analytical reporting, and quality assurance processes; and

WHEREAS, Water Utilities staff recommends approval of a contract with BTSOFT, Inc. for the purchase, configuration, and implementation of a Laboratory Information Management System (LIMS), including data migration, system setup, training, and one year of technical support and maintenance; and

WHEREAS, the total contract amount of \$298,000.00 will be funded through the Water Utilities Capital Improvement Program (CIP) funds;

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

That the City Manager is authorized to execute a contract with BTSOFT, Inc. for the purchase and implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division in the amount of \$298,000.00.

ADOPTED this 6th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 6th day of November, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and BTSOFT a Business organized under the laws of the State of Texas (“Contractor”).

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Laboratory Information Management System (LIMS) services to the City during the term stated herein.

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

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes. Contractor will deliver a fully operational and validated ALPACA Laboratory Management System (LIMS) within 14 weeks from the effective date of this contract. Contractor will provide and host the ALPACA LIMS for a period of 5 years from the effective date of this contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding

beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

Venue for any cause of action arising under this Contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance.

This Contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XI. NOTICE

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

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

Contractor - ATTN: Christopher (Chris) Couch, VP, Sales, BTSOFT
1801 Main Street, Suite 1300
Houston, TX 77002

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin,

or disability. The City affirms that employment decisions shall be made only on the basis of bona fide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact, as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

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

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

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

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

City Attorney

BTSOFT

By: Bin Yu

Title: CEO/CTO

Address:
1801 Main St
Suite 1301
Houston, TX 77002

Phone Number: 713.675.1100

Federal Tax ID #: 412270534

Signature:

Bin Yu

Corporation's Secretary: NA

Corporate Seal (If available): NA

ATTACHMENT A
SCOPE OF SERVICES

1. Project Overview

BTSOFT, will implement the ALPACA Laboratory Information Management System (LIMS) for the City of Abilene in accordance with RFP No. CB-2558. This project will modernize and automate the City’s Environmental laboratory operations by deploying a secure, web-based system designed to enhance data management, regulatory compliance, and operational efficiency. The ALPACA LIMS solution integrates a comprehensive Sample Data Management System (SDMS) and client portal, providing end-to-end control of laboratory processes from sample receipt through data reporting, while maintaining full compliance with NELAP, SDWA, ISO/IEC 17025, and EPA/ASTM standards.

2. Objectives

The primary objectives of this engagement are to:

Deploy a scalable, browser-based LIMS to replace existing manual and legacy processes.

Improve data accuracy, traceability, and turnaround time through automated workflows, electronic signatures, and built-in quality control features.

Ensure full compliance with applicable environmental and laboratory accreditation standards.

Provide seamless integration with laboratory instruments, spreadsheets, and external data sources.

Enhance visibility and reporting capabilities through MOR and TCMR report generation, calibration tracking, and audit-ready data trails.

3. Deliverables

BTSOFT shall deliver a fully operational and validated ALPACA LIMS platform including:

System Implementation and Configuration: Setup of system environments, user roles, workflows, and templates aligned with laboratory operations.

Data Migration and Integration: Transfer of legacy data and integration with existing instruments and reporting tools.

Validation and Testing: Execution of Installation Qualification (IQ), Operational Qualification (OQ), and User Acceptance Testing (UAT) to confirm system readiness.

Training and Documentation: On-site and remote user training, supplemented by comprehensive user manuals and access to an online help center and self-service knowledge base.

Security and Compliance Controls: Implementation of Role-Based Access Control (RBAC), multi-factor authentication, audit logging, e-signature enforcement, and encrypted data management.

Post-Implementation Support: Ongoing maintenance, cloud hosting, system updates, and customer support through BTSOFT's technical service portal.

4. Schedule

The project will be executed in phases over an estimated 8- to 10-week period, including:

Project Kickoff & Planning (Weeks 0–1): Confirm scope, roles, and success criteria.

Configuration & Template Setup (Weeks 1–4): Build workflows, templates, and system settings.

Data Migration & Validation (Weeks 3–6): Import and verify legacy data.

User Acceptance Testing (Weeks 6–8): Conduct training and testing of system functionality.

Go-Live & Hypercare (Weeks 9–14): System launch with on-site and remote support.

5. Responsibilities

BTSOFT shall provide all software, implementation services, configuration, training, documentation, and technical support required for successful delivery.

The City of Abilene shall provide timely access to laboratory personnel, data sources, facilities, and necessary project resources to facilitate implementation.

6. Hosting and Maintenance

The ALPACA LIMS will be hosted in BTSOFT’s secure cloud environment with encrypted data transmission (TLS 1.2/1.3), daily backups, and disaster recovery capabilities. Maintenance includes software updates, performance monitoring, and technical support as specified in the pricing schedule and service agreement.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$Time and Materials basis (per the attached Appendix E – Pricing Detail Snapshot) per hour, or per the attached schedule, not to exceed \$298,000.00.

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

OPTION 2 ____

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

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

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

OPTION 3 ____

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

(End of Document)

APPENDIX E — PRICING DETAIL SNAPSHOT



BTSOFT
LABORATORY INFORMATION MANAGEMENT

quotation (SaaS)

BTSOFT Laboratory Information Management Software and Professional Services

#2025.06.023

September 17, 2025

customer contact information		BTSOFT contact information																					
Client:	City of Abilene – Purchasing Department	Acct. Mgr:	Chris Couch																				
Contact:	Melissa Gorman	Phone:	819.880.7740																				
Address:	555 Walnut St., Room 201A	Email:	ccouch@btsoft.com																				
City, ST Zip:	Abilene, TX 76601	Project Mgr:	Victoria Littlepage																				
Phone:		Phone:	713.254.2843																				
Email:	melissa.gorman@abilenetx.gov	Email:	vlittlepage@btsoft.com																				
		Domestic USD																					
product	name	cloud: software and services																					
☐	CS-001 ALPACA LIMS Cloud (SaaS)	Fully Hosted LIMS																					
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product	name	services: project management and implementation																					
☐	IM-412 Standard Project Services (See breakdown below)	Services with Specification																					
			<table> <tr> <th>qty</th> <th>units</th> <th>rate</th> <th>total</th> </tr> <tr> <td>560</td> <td>hours</td> <td>125</td> <td>70,000</td> </tr> <tr> <td colspan="3">subtotal services hours</td> <td>560</td> </tr> <tr> <td colspan="3">subtotal project management and implementation</td> <td>\$ 70,000</td> </tr> <tr> <td colspan="3">required/selected items total</td> <td>\$ 298,000</td> </tr> </table>	qty	units	rate	total	560	hours	125	70,000	subtotal services hours			560	subtotal project management and implementation			\$ 70,000	required/selected items total			\$ 298,000
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560	hours	125	70,000																				
subtotal services hours			560																				
subtotal project management and implementation			\$ 70,000																				
required/selected items total			\$ 298,000																				
quotation total			\$ 298,000																				

Footnotes:

- Professional Services are billed as Time and Material (T&M). Only services delivered will be invoiced.
- Price does not include hardware or peripheral components such as printers or bar code printers and scanners.
- Up to 12 Concurrent User ALPACA LIMS.
- Cloud Hosting includes 500GB storage and 2 Compute Units, backups and disaster recover (DR).
- Professional Services Rate locked at \$125/hour.

ALPACA LIMS Cloud Features List:

- To Do List
- Audit Trail
- Accounting with QuickBooks Integration
- Dashboard and Widgets
- Sample Tracking
- Sample Subcontract Tracking
- Analysis with Sample Data Management System (SDMS)
- Data Review
- Reporting
- Document Management
- QAVOC with Charts
- Instrument Management
- Client Service
- Internal Audit (CAPA, NCA, Customer Complaint)
- Inventory Management
- Reagent Preparation Management
- Internal Sample Custody (with barcoding)
- Instrument Maintenance
- Settings
- Utility
- Web Portal
- Help Center
- Sample Scheduling and Sampling Management
- Flutter Field Application

ALPACA LIMS Implementation Services Breakdown: 560 hours total

- ALPACA LIMS Install Assistance: 8 hours
- Configurations Settings for all Users: 32 hours
- Data Input for External Clients to Include all Client Required Protocols: 40 hours
- Build LIMS Test Codes for Laboratory Specific Workflows: 80 hours
- Full Configurations for up to 10 SDMS Templates: 80 hours
- Configure for up to 10 Instrument Data Transfer Protocols for SDMS: 80 hours
- Configure up to 2 Electronic Data Deliverables (EDDs) for SDMS, including TCEQ CMBP: 40 hours
- Create up to 5 SDMS Reports: 40 hours
- Create 5 Custom Report Templates for External Use, such as CoA: 40 hours
- LIMS Parallel Testing Pre-Go Live with Cut-Over Assistance: 80 hours
- Overall Project Management: 40 hours

Approve The Contract With BTSOFT, Inc. For The Purchase And Implementation of a Laboratory Information Management System (LIMS) For The Environmental Laboratory Division





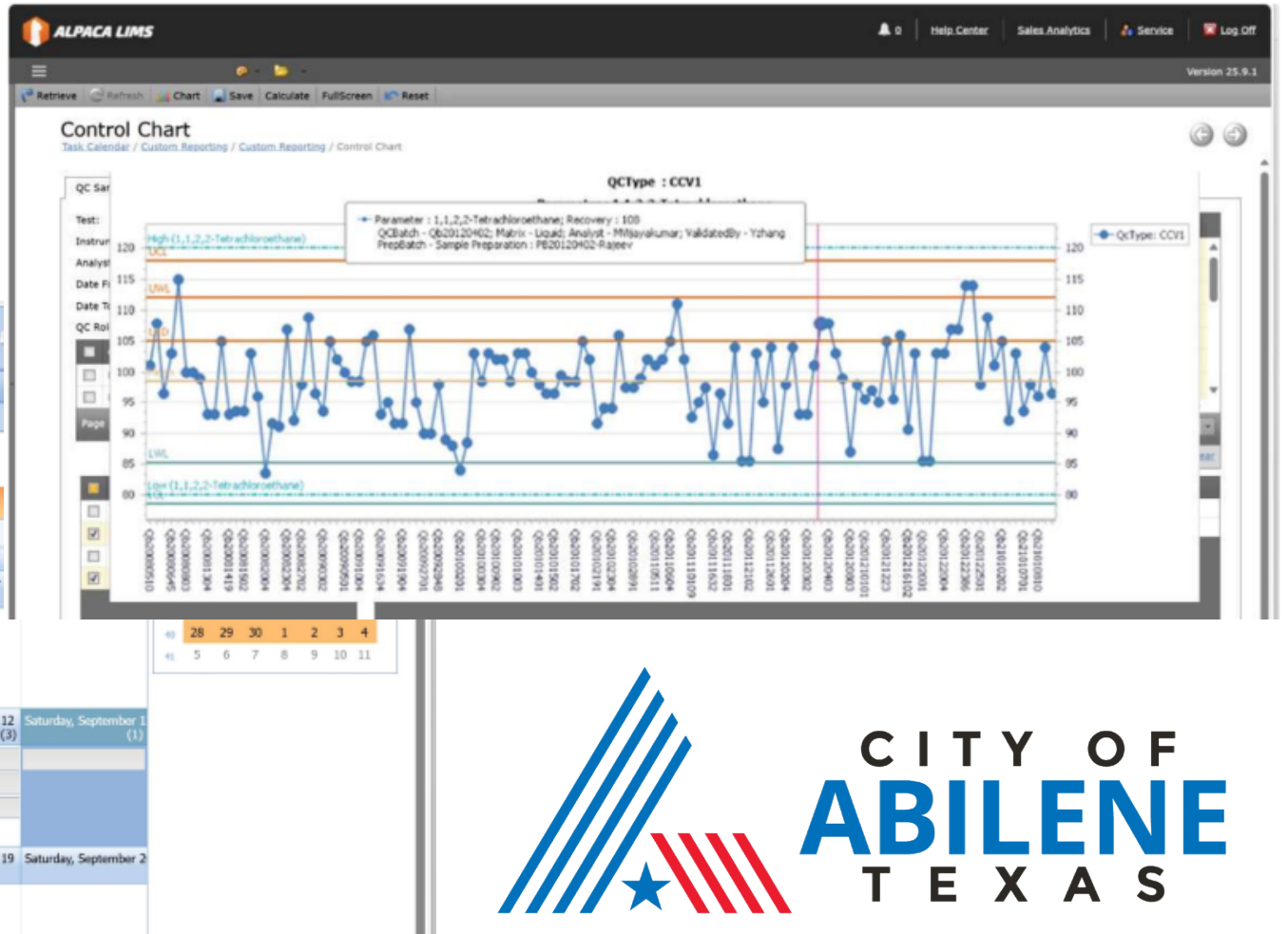
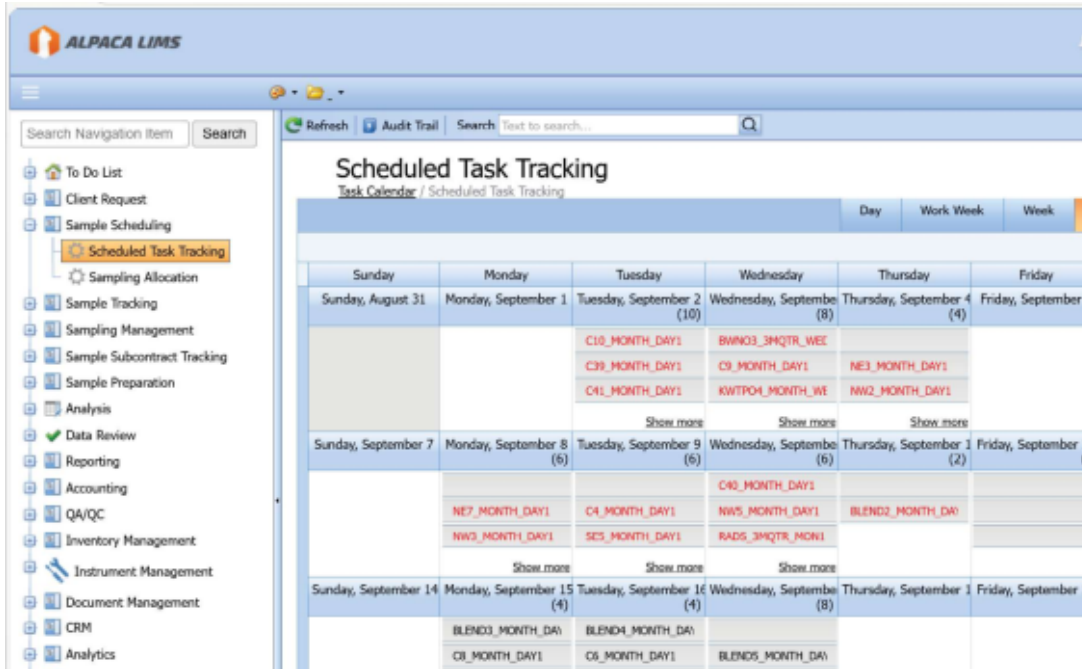
Environmental Laboratory LIMS Implementation

- Approving the contract with BTSOFT, Inc. for the purchase and implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division in the amount of \$298,000.00.
- Includes software configuration, data migration, user training, and one year of technical support and maintenance.
- The new cloud-based LIMS replaces the aging on-premises system lost during the Cyber Incident, restoring and modernizing the laboratory's electronic data management capabilities.





Environmental Laboratory LIMS Implementation



**Approve The Contract With BTSOFT, Inc. For The Purchase And
Implementation of a Laboratory Information Management System (LIMS) For
The Environmental Laboratory Division**

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Matthew Dane, Director of Water Utilities
ITEM: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. (eHT) for the Northeast Water Treatment Plant (NEWTP) Improvements in the amount of \$3,437,500.00. The project is a key component of the City's Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) loan that was approved for submission in December 2024.

The scope of services includes final design, bidding phase, construction phase, and post-construction phase services for major process and infrastructure improvements at the NEWTP. Planned improvements include:

- Rehabilitation of SuperPulsator clarifiers and filters
- Replacement of filter gallery valves
- Demolition of existing Clearwell No. 1 and construction of a new 5 MG clearwell
- New High Service Pump Station (HSPS)
- New solids handling and mechanical dewatering systems
- Electrical and chemical storage improvements

These improvements are necessary to address aging infrastructure, enhance plant reliability, and prepare the facility for future water demand.

FUNDING/FISCAL IMPACT

The contract will be funded through the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) loan program.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements in the amount of \$3,437,500.00.

ATTACHMENTS:

1. 2 - WrittenResolution - eHT TWDB Contract Award
2. Exhibit A - NEWTP Improvements Final Design
3. NEWTP Improvements Design Contract - eHT Signed
4. 3 - Presentation - eHT TWDB Contract Award

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 11/04/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC / HIBBS & TODD, INC. FOR THE NORTHEAST WATER TREATMENT PLANT (NEWTP) IMPROVEMENTS.

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System that includes the Northeast Water Treatment Plant (NEWTP); and

WHEREAS, there is a need to design major process and infrastructure improvements at the NEWTP to rehabilitate aging facilities, enhance reliability, and ensure continued compliance with state and federal regulations; and

WHEREAS, the City desires to enter into a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. (eHT) to provide final design, bidding, construction phase, and post-construction phase services for the NEWTP Improvements; and

WHEREAS, the project is being funded through the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) loan program; and

WHEREAS, the total contract amount for these services is \$3,437,500.00;

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

That the City Manager is authorized to execute a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements in the amount of \$3,437,500.00.

ADOPTED this 6th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

EXHIBIT A
SCOPE OF SERVICES
FOR
NORTHEAST WATER TREATMENT PLANT IMPROVEMENTS – FINAL DESIGN
November 4, 2025

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and City of Abilene (City) for a project generally described as:

Final Design of improvements to the City's existing Northeast Water Treatment Plant (NEWTP) including a new solids handling facility and a new High Service Pump Station (HSPS). Bidding Phase and Construction Phase Services along with necessary support services to see the project through completion.

SCOPE OF SERVICES

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

The following items are included for final design in this scope of services and will be implemented in the project:

1. SuperPulsator (quantity 3) rehabilitation.
2. Filter Rehabilitation (Filter Numbers 1-4, 6-7).
3. Filter Gallery Valve Replacement.
4. Clearwell No. 1 Demolition and Design of new 5 MG Partially Buried Clearwell.
5. Chlorine Dioxide Generation Improvements.
6. Miscellaneous Chemical Storage Improvements.
7. Electrical System Improvements.
8. Sludge Lagoon Improvements.
9. New High Service Pump Station (designed for 31 MGD with initial 24 MGD capacity).
10. Solids Handling Tanks and Mechanical Dewatering System.
11. Backwash Basin Improvements.

FINAL DESIGN

Final design will build on the previously completed Basis of Design Report and Preliminary Design (30%) drawings. Engineer shall provide the following services:

1. Prepare 60% design Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - a. Detailed Design – Construction Contract Documents - 60% Design
 - i. Construction documents will be prepared for the purpose of procuring a

qualified contractor to perform the work. The 60% deliverables shall include the following:

- P&ID drawings.
- Equipment control descriptions.
- Chemical feed systems improvements drawings.
- Site plan including site piping.
- Grading plan.
- Draft structural plans.
- HVAC Draft plans.
- Power and lighting plans.
- General site arrangements and yard piping drawings.
- Draft architectural plans including exterior wall appearance, materials, and construction recommendations for HSPS and Solids Handling Building.
- Instrumentation input and output lists.
- Instrumentation device schedules.
- Major facility plans and sections showing equipment and piping.
- Preliminary structural design.
- Architectural wall sections.
- Process equipment specifications and data sheets.
- Reflected ceiling plans.
- Valve list.

2. Prepare 60% design Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
3. Submit the 60% documents to the City and schedule a review meeting to go over any comments.
4. Prepare 100% design Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - a. Detailed Design - Construction Documents – 100%
 - i. 100% design shall commence after 60% deliverables have been submitted to the City. 100% deliverables include the following:
 - Final review set of drawings.
 - Final review set of specifications and construction contract documents.
5. Prepare 100% design Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
6. Project Management and Quality Assurance / Quality Control (QC) Review:

- a. Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
- b. Conduct internal team coordination meetings as required to accomplish the work.
- c. Coordinate, prepare, and review monthly invoices for payment.
- d. Maintain and update on a monthly basis, an action item log, a decision log, and project change log.
- e. Submit to the City, as needed, an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

Engineer's services under Final Design will be considered complete on the date when the Final Drawings and Specifications have been delivered to the City. It is anticipated that the services under Final Design will be completed within 6 months from execution of this contract.

BIDDING PHASE SERVICES

1. After acceptance by City of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, Engineer shall:
 - a. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
 - b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - d. Attend the Bid opening and assist City in evaluating Bids or proposals.
2. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

CONSTRUCTION PHASE SERVICES

1. Upon successful completion of the Bidding Phase, Engineer shall:
 - a. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 - b. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - c. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.
 - ii. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any

failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- f. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- g. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.
- h. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
- i. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
- j. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.
- k. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- l. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- m. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.
 - ii. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there

may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

- n. *Contractor's Completion Documents.*
 - i. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - ii. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.
 - iii. Engineer shall transmit these documents to City.
 - iv. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.
 - v. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- o. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

POST-CONSTRUCTION PHASE SERVICES

- 1. Engineer, during the Post-Construction Phase, shall:
 - a. Provide assistance in connection with the adjusting of Project equipment and systems.
 - b. Assist City in training City's staff to operate and maintain Project equipment and systems.

- c. Assist City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - d. Together with City, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - e. In company with City or City's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
 - f. Develop Record Drawings based on the Contractor's approved as-built drawings.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit, will terminate at the end of the Construction Contract's correction period.

SPECIAL SERVICES

The following Special Services are agreed to between the Engineer and the City as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

1. Plan of Operations
 - a. Develop a plan of operations for the upgraded facility. The plan of operations shall detail standard operating procedures for all of the major processes at the NEWTP.
2. Resident Project Representative
 - a. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Subtask will provide part-time representation during construction of the Work.
 - b. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- c. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the City and in the Contract Documents, and are further limited and described as follows:
- i. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.
 - ii. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - iii. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - iv. *Liaison:*
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent.
 - Assist Engineer in serving as City's liaison with Contractor when Contractor's operations affect City's on-site operations.
 - Assist in obtaining from City additional details or information, when required for proper execution of the Work.
 - v. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - vi. *Shop Drawings and Samples:*
 - Record date of receipt of Samples and approved Shop Drawings.
 - Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes

that the submittal has not been reviewed by Engineer.

- vii. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- viii. *Review of Work and Rejection of Defective Work:*
 - Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- ix. *Inspections, Tests, and System Startups:*
 - Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City's personnel, and that contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- x. *Records:*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents,

progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

- Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

xi. *Reports:*

- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Draft and recommend to Engineer, proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- Furnish to Engineer and City copies of all inspection, test, and system startup reports.
- Report immediately to Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

xii. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submissions and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

xiii. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to City prior to

payment for that part of the Work.

xiv. *Completion:*

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- Participate in a final inspection in the company of Engineer, City, and Contractor and prepare a final list of items to be completed or corrected.
- Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

d. Resident Project Representative shall not:

- i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- ii. Exceed limitations of Engineer’s authority as set forth in this Agreement or the Contract Documents.
- iii. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
- iv. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- v. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of City or Contractor.
- vi. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- vii. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- viii. Authorize City to occupy the Project in whole or in part.

- ix. Be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.

3. Construction Materials Testing

- a. The Engineer shall provide Construction Materials testing for project per the specifications.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, Prime Consultant shall pay Engineer for services set forth in Exhibit A, Final Design as follows:
 - Final Design: \$1,750,000.00
 - Bidding Phase Services: \$64,000.00
 - Construction Phase Services: \$680,000.00
 - Post-Construction Phase Services: \$110,000.00
 - a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
 - c. The Construction Phase Services and RPR compensation numbers are based on a 24-month construction schedule. Should the construction schedule go beyond 24 months, Engineer shall provide an amendment to the contract to account for the additional costs.
2. City shall pay Engineer for services set forth in Exhibit A, Special Services on a time and materials basis not to exceed \$833,500.00 as follows:
 - a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2027, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.
 - b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.
 - c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of \$833,500.00 for all Special Services provided under this Exhibit A.
 - Plan of Operations: \$59,500.00
 - Resident Project Representative: \$624,000.00
 - Construction Materials Testing: \$150,000.00

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2026)

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

Principal	\$ 290.00 per hour
Senior Project Manager	255.00 per hour
Project Manager	220.00 per hour
Senior Engineer / Geologist	195.00 per hour
Project Engineer / Geologist	175.00 per hour
Staff Engineer I / Geologist I	150.00 per hour
Staff Engineer II / Geologist II	145.00 per hour
RPLS I	210.00 per hour
RPLS II	175.00 per hour
Operations Specialist / Regulatory Compliance Specialist	190.00 per hour
Contract Operator (Certified Class A/B Operator)	140.00 per hour
Contract Operator (Certified Class C/D Water Operator)	115.00 per hour
Engineering / Field Technician I	175.00 per hour
Engineering / Field Technician II	145.00 per hour
Engineering / Field Technician III	115.00 per hour
CAD I	170.00 per hour
CAD II	135.00 per hour
CAD III	95.00 per hour
Administrative	95.00 per hour
Survey Party	270.00 per hour - 3 man
.....	245.00 per hour - 2 man
.....	215.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 6th day of November, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Enprotec/Hibbs & Todd, Inc., a Corporation organized under the laws of the State of Texas. (“Professional”).

The City is engaged in Northeast Water Treatment Plant Improvements – Final Design and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

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

Professional – ATTN:
Jordan Hibbs, P.E., President
402 Cedar Street
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: Jordan S. Hibbs

Title:

Title: President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST:

ATTEST: (if corporation)

City Secretary



Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached Exhibit A (13 pages) provided by Enprotec/Hibbs & Todd for Scope of Services.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Time and Materials basis per the attached Compensation for Services, per hour, or per the attached schedule, not to exceed \$833,500.00.

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

OPTION 2 X

Payment is in a lump sum amount of \$2,604,000.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES
FOR
NORTHEAST WATER TREATMENT PLANT IMPROVEMENTS – FINAL DESIGN
October 23, 2025

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and City of Abilene (City) for a project generally described as:

Final Design of improvements to the City's existing Northeast Water Treatment Plant (NEWTP) including a new solids handling facility and a new High Service Pump Station (HSPS). Bidding Phase and Construction Phase Services along with necessary support services to see the project through completion.

SCOPE OF SERVICES

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

The following items are included for final design in this scope of services and will be implemented in the project:

1. SuperPulsator (quantity 3) rehabilitation.
2. Filter Rehabilitation (Filter Numbers 1-4, 6-7).
3. Filter Gallery Valve Replacement.
4. Clearwell No. 1 Demolition and Design of new 5 MG Partially Buried Clearwell.
5. Chlorine Dioxide Generation Improvements.
6. Miscellaneous Chemical Storage Improvements.
7. Electrical System Improvements.
8. Sludge Lagoon Improvements.
9. New High Service Pump Station (designed for 31 MGD with initial 24 MGD capacity).
10. Solids Handling Tanks and Mechanical Dewatering System.
11. Emergency Power Generators (sized for 31 MGD ultimate build-out).
12. Backwash Basin Improvements.

FINAL DESIGN

Final design will build on the previously completed Basis of Design Report and Preliminary Design (30%) drawings. Engineer shall provide the following services:

1. Prepare 60% design Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - a. Detailed Design – Construction Contract Documents - 60% Design

- i. Construction documents will be prepared for the purpose of procuring a qualified contractor to perform the work. The 60% deliverables shall include the following:
 - P&ID drawings.
 - Equipment control descriptions.
 - Chemical feed systems improvements drawings.
 - Site plan including site piping.
 - Grading plan.
 - Draft structural plans.
 - HVAC Draft plans.
 - Power and lighting plans.
 - General site arrangements and yard piping drawings.
 - Draft architectural plans including exterior wall appearance, materials, and construction recommendations for HSPS and Solids Handling Building.
 - Instrumentation input and output lists.
 - Instrumentation device schedules.
 - Major facility plans and sections showing equipment and piping.
 - Preliminary structural design.
 - Architectural wall sections.
 - Process equipment specifications and data sheets.
 - Reflected ceiling plans.
 - Valve list.
2. Prepare 60% design Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
3. Submit the 60% documents to the City and schedule a review meeting to go over any comments.
4. Prepare 100% design Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - a. Detailed Design - Construction Documents – 100%
 - i. 100% design shall commence after 60% deliverables have been submitted to the City. 100% deliverables include the following:
 - Final review set of drawings.
 - Final review set of specifications and construction contract documents.
5. Prepare 100% design Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

6. Project Management and Quality Assurance / Quality Control (QC) Review:
 - a. Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
 - b. Conduct internal team coordination meetings as required to accomplish the work.
 - c. Coordinate, prepare, and review monthly invoices for payment.
 - d. Maintain and update on a monthly basis, an action item log, a decision log, and project change log.
 - e. Submit to the City, as needed, an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

Engineer's services under Final Design will be considered complete on the date when the Final Drawings and Specifications have been delivered to the City. It is anticipated that the services under Final Design will be completed within 6 months from execution of this contract.

BIDDING PHASE SERVICES

1. After acceptance by City of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, Engineer shall:
 - a. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
 - b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - d. Attend the Bid opening and assist City in evaluating Bids or proposals.
2. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

CONSTRUCTION PHASE SERVICES

1. Upon successful completion of the Bidding Phase, Engineer shall:
 - a. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 - b. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - c. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.
 - ii. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any

failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- f. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- g. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.
- h. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
- i. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
- j. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.
- k. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- I. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- m. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.
 - ii. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there

may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

n. *Contractor's Completion Documents.*

- i. Receive and review maintenance and operating instructions, schedules, and guarantees.
- ii. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.
- iii. Engineer shall transmit these documents to City.
- iv. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.
- v. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- o. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

POST-CONSTRUCTION PHASE SERVICES

1. Engineer, during the Post-Construction Phase, shall:
 - a. Provide assistance in connection with the adjusting of Project equipment and systems.
 - b. Assist City in training City's staff to operate and maintain Project equipment and systems.

- c. Assist City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - d. Together with City, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - e. In company with City or City's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit, will terminate at the end of the Construction Contract's correction period.

SPECIAL SERVICES

The following Special Services are agreed to between the Engineer and the City as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

- 1. Plan of Operations
 - a. Develop a plan of operations for the upgraded facility. The plan of operations shall detail standard operating procedures for all of the major processes at the NEWTP.
- 2. Resident Project Representative
 - a. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Subtask will provide part-time representation during construction of the Work.
 - b. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- c. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the City and in the Contract Documents, and are further limited and described as follows:
- i. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.
 - ii. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - iii. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - iv. *Liaison:*
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent.
 - Assist Engineer in serving as City's liaison with Contractor when Contractor's operations affect City's on-site operations.
 - Assist in obtaining from City additional details or information, when required for proper execution of the Work.
 - v. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - vi. *Shop Drawings and Samples:*
 - Record date of receipt of Samples and approved Shop Drawings.
 - Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been reviewed by Engineer.

- vii. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- viii. *Review of Work and Rejection of Defective Work:*
- Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- ix. *Inspections, Tests, and System Startups:*
- Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City's personnel, and that contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- x. *Records:*
- Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

- Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

xi. *Reports:*

- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Draft and recommend to Engineer, proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- Furnish to Engineer and City copies of all inspection, test, and system startup reports.
- Report immediately to Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

xii. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submissions and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

xiii. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to City prior to payment for that part of the Work.

xiv. *Completion:*

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- Participate in a final inspection in the company of Engineer, City, and Contractor and prepare a final list of items to be completed or corrected.
- Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

d. Resident Project Representative shall not:

- i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- ii. Exceed limitations of Engineer’s authority as set forth in this Agreement or the Contract Documents.
- iii. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
- iv. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- v. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of City or Contractor.
- vi. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- vii. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- viii. Authorize City to occupy the Project in whole or in part.
- ix. Be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.

3. Construction Materials Testing

- a. The Engineer shall provide Construction Materials testing for project per the specifications.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, City shall pay Engineer for services on a Lump Sum basis as set forth in Exhibit A, Final Design as follows:
 - Final Design: \$1,750,000.00
 - Bidding Phase Services: \$64,000.00
 - Construction Phase Services: \$680,000.00
 - Post-Construction Phase Services: \$110,000.00
 - a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
 - c. The Construction Phase Services and RPR compensation numbers are based on a 24-month construction schedule. Should the construction schedule go beyond 24 months, Engineer shall provide an amendment to the contract to account for the additional costs.
2. City shall pay Engineer for services set forth in Exhibit A, Special Services on a time and materials basis not to exceed \$833,500.00 as follows:
 - a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2027, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.
 - b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.
 - c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of \$833,500.00 for all Special Services provided under this Exhibit A.
 - Plan of Operations: \$59,500.00
 - Resident Project Representative: \$624,000.00
 - Construction Materials Testing: \$150,000.00

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2026)

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

Principal.....	\$ 290.00 per hour
Senior Project Manager	255.00 per hour
Project Manager	220.00 per hour
Senior Engineer / Geologist.....	195.00 per hour
Project Engineer / Geologist.....	175.00 per hour
Staff Engineer I / Geologist I.....	150.00 per hour
Staff Engineer II / Geologist II.....	145.00 per hour
RPLS I	210.00 per hour
RPLS II	175.00 per hour
Operations Specialist / Regulatory Compliance Specialist	190.00 per hour
Contract Operator (Certified Class A/B Operator)	140.00 per hour
Contract Operator (Certified Class C/D Water Operator)	115.00 per hour
Engineering / Field Technician I	175.00 per hour
Engineering / Field Technician II.....	145.00 per hour
Engineering / Field Technician III.....	115.00 per hour
CAD I.....	170.00 per hour
CAD II	135.00 per hour
CAD III	95.00 per hour
Administrative	95.00 per hour
Survey Party	270.00 per hour - 3 man
.....	245.00 per hour - 2 man
.....	215.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

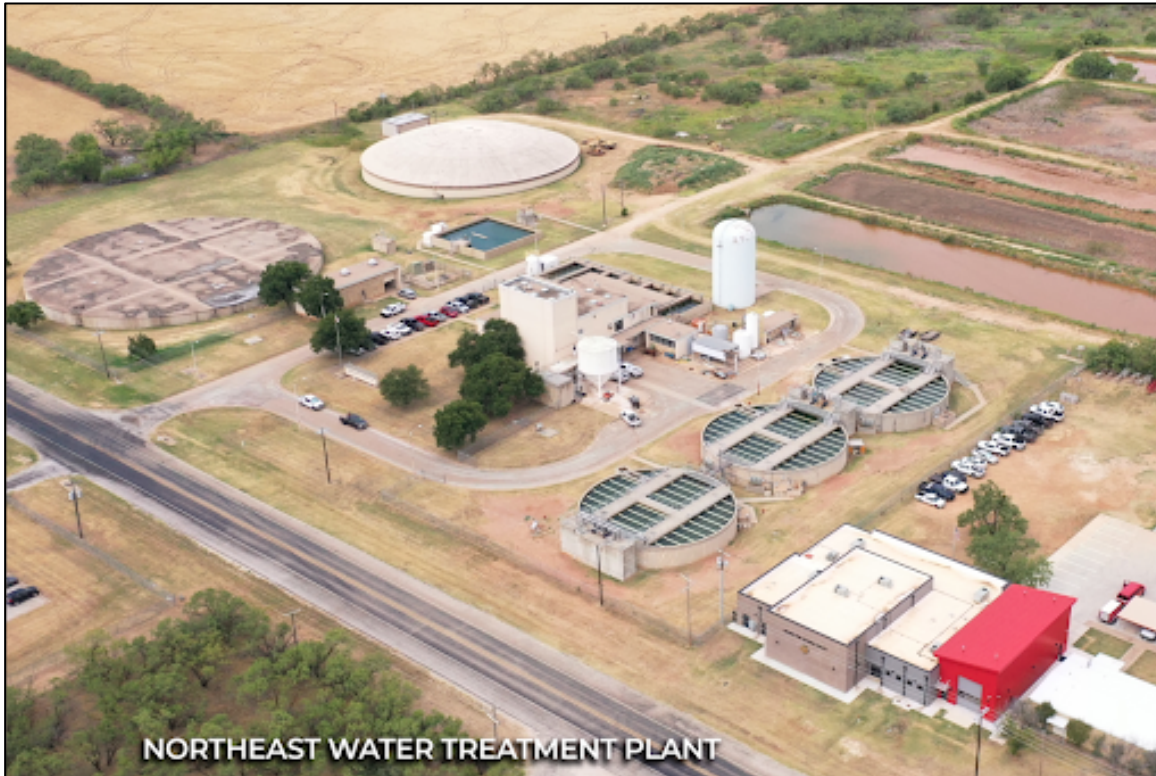
**Approve a Professional Services Contract with Enprotec / Hibbs & Todd,
Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements**





Northeast Water Treatment Plant (NEWTP) Improvements

- Contract Amount: \$3,437,500.00
- This project is part of the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) loan program.





Northeast Water Treatment Plant (NEWTP) Improvements

- The NEWTP Improvements Project includes:
 - Rehabilitation of SuperPulsator clarifiers and filters
 - Replacement of filter gallery valves
 - Demolition of existing Clearwell No. 1 and construction of a new 5 MG clearwell
 - New High Service Pump Station (HSPS)
 - New solids handling and mechanical dewatering systems
 - Electrical and chemical storage upgrades
- These improvements will enhance reliability, address aging infrastructure, and prepare the facility for future expansion.



Approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Northeast Water Treatment Plant (NEWTP) Improvements

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **9. Ordinance (First Reading) OAM-2025-01: Receive a Report, Hold a Discussion, and Take Action on a Request from the City of Abilene to Amend the Land Development Code Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks** *(Tim Littlejohn)*

GENERAL INFORMATION

The proposed LDC amendment would affect Chapter 4, Article 2, Division 11 of the LDC. A redline version of the current ordinance is attached to the agenda packet for your reference. The only existing text in this section to be amended is red. No other section of the LDC is to be amended.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Ordinance
2. Vacation Travel Trailer Parks - Section 4.2.11 - - Copy
3. Staff Report (4)
4. Presentation (6)

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 11/04/2025

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 4 (SITE DEVELOPMENT REGULATIONS) OF THE LAND DEVELOPMENT CODE SPECIFICALLY TO REPEAL ARTICLE 2, DIVISION 11 - VACATION TRAVEL TRAILER/RECREATIONAL VEHICLE PARKS; TO REPLACE SAID SECTION WITH CHAPTER 4, ARTICLE 2, DIVISION 11 - VACATION TRAVEL TRAILER/RECREATIONAL VEHICLE PARKS, AS REVISED; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds establishing new standards for Vacation Travel Trailer/Recreational Vehicle Parks is both desirable and beneficial to the city; and

WHEREAS, the City Council finds that the current standards in the Land Development Code for Vacation Travel Trailer/Recreational Vehicle Parks are inadequate to address the overall design, intent, and cohesiveness for the City of Abilene.

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

PART 1: That Chapter 4 (Site Development Regulations), Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks, is hereby repealed and replaced by Chapter 4 (Site Development Regulations), Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING the 6th day of November, 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 17th day of October, 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 20th day of November, 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 20th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

DIVISION 11. VACATION TRAVEL TRAILER/RECREATIONAL VEHICLE PARKS

Section 4.2.11.1 Applicability and Approvals Required

- (a) *Applicability.* This division is applicable in the City limits.
- (b) *Land Use Matrix.* For locations within the City limits, vacation travel trailer parks shall be permitted as outlined in the Land Use Matrix, Chapter 2, Article 5 [Article 4], Division 2.
- (c) *Site Plan Required.* For locations within the City limits, development of a vacation travel trailer park shall require submittal and approval of a Site Plan depicting the information described in Article 1, Division 1 [Division 2] of this chapter.
- (d) *Subdivision Required.* Vacation travel trailer parks shall be located on land formally subdivided according to the subdivision regulations within this LDC, specifically within Chapter 3.
- (e) *Annual Licensing Required.* Vacation travel trailer parks shall be required to meet annual licensing requirements. Issuance of the required license shall be dependent upon compliance with all applicable health, fire, building, and other City of Abilene Codes and Ordinances to ensure the safe operation of the park. The license shall be conspicuously posted in the park office.
- (f) *Conformance to Other Codes.* All facilities at vacation travel trailer parks shall conform and comply with City of Abilene health, fire, building and other such codes.

Section 4.2.11.2 Size, Density, Location, Setbacks

- (a) *Maximum Site Density.* The maximum site density for vacation travel trailer parks shall be ten (10) units per acre.
- (b) *Minimum Site Size.* The initial development of any vacation travel trailer park shall not be less than five (5) acres fully developed.
- (c) *Site Location.* Vacation travel trailer parks shall be located at least three hundred feet (300') from any residential zoning district, with the exception of Agricultural Open (AO) zoning
 - (1) No vacation travel trailer shall be placed or erected closer than fifteen feet (15') from the property line separating the recreational vehicle park from adjoining property, measuring from the nearest point of the vacation travel trailer.
- (d) *Size, Marking and Separation of Individual Sites.* Each individual site within the vacation travel trailer park that is reserved for the accommodation of any vacation travel trailer shall provide adequate space for a recreational vehicle, two individual vehicles, and a picnic table/grill. Each individual site shall be defined clearly by proper markers at each corner, shall be level, paved, and well drained.
 - (1) Trailers and other recreational vehicles shall be separated from each other and permanent structures by fifteen feet (15').
- (e) *Setback Requirements for Vacation Travel Trailers.* Setback requirements for vacation travel trailers shall be as outlined in Table 4-4.

TABLE 4-4: REQUIRED SETBACKS FOR TRAVEL TRAILERS

Element From Which Setback Is Measured	Required Setback
The edge of cul-de-sac streets	20 feet
The edge of other interior streets	15 feet
The front property line of the vacation travel trailer park	25 feet
The rear and side (exterior and interior) property lines of the vacation travel trailer park	15 feet

Section 4.2.11.3 Ingress and Egress

- (a) *Public Street.* All vacation travel trailer parks shall be directly linked by an entranceway with a public street.
- (b) *Width and Radius.* The entranceway shall be at least forty feet (40') in pavement width with a twenty-foot (20') curb radius on collector and arterial streets and fifteen feet (15') on local streets.
- (c) *Connection to Construction Standards.* The connection of the entranceway with the public street shall be constructed according to municipal construction standards.
- (d) *Paving.* The entrance roadway from the public street to the main office plus the parking for the office and all uses accessible by the general public shall be paved. All other surfaces intended for regular vehicular use shall be concrete or hot mix.
- (e) *Private Streets.* Entranceways and interior streets shall be considered private streets.
- (f) *No Access Through Residential Zoning Districts.* There shall be no entrance or exit from the vacation travel trailer park through a residential zoning district.

Section 4.2.11.4 Miscellaneous Requirements

- (a) *Infrastructure Systems.* Vacation travel trailer parks shall have the option of connecting to municipal water and sewage systems or of seeking appropriate waivers and installing private systems. Private sanitation facilities shall meet all State and City of Abilene health standards and regulations.
- (b) *Refuse Containers or Areas.* Refuse containers or collection sites shall be conveniently located for park residents. A central refuse collection site for the park as a whole shall be provided. Such a container shall be watertight and rodent proof. If refuse is to be collected by the City of Abilene, central refuse collection areas shall be located in conformance with City standards.
- (c) *Accessory Uses.* Accessory uses such as an office, recreation facilities, toilets, dumping stations, laundries, etc., shall be permitted, subject to the following restrictions:
 - (1) Such establishments and the parking area primarily related to operations and/or amenities shall be provided at a minimum rate of 10% of the gross area of the lot for any park larger than 10 units.
 - (2) The structures housing such facilities shall not be located closer than fifty feet (50') to any public street.
- (d) *Duration of Stay.*
 - (1) Up to seventy-five percent (75%) of trailer sites may be allowed as long-term stay. Long-term stay trailers may be allowed for up to 12 months and must leave for a minimum of 60 days prior to returning.
 - (2) Twenty-five percent (25%) of trailer sites must be designated as short-term stay. Short-term stay trailers may be allowed for up to 3 months and must leave for a minimum of 60 days prior to returning.
 - (3) Any park owned infrastructure including but not limited to vacation travel trailers, campers, facilities, etc. are exempt from *duration of stay* regulations.
- (e) *Sanitary Facilities.*
 - (1) *Requirements:* Each recreational vehicle park upon which two (2) or more recreational vehicles are erected or placed and where private conveniences for each site are not provided shall provide, at locations described in this section, toilets, urinals, washbasins, slop basins, showers or baths, water faucets or spigots in accordance with the following:
 - a. One (1) toilet, sink, and shower for each sex per twenty (20) travel trailer sites or fraction thereof.
 - b. All toilets, basins and showers shall be placed in properly constructed buildings located not more than three hundred feet (300') from any recreational vehicle unit served.
 - c. Buildings shall be well lighted at all times, day or night, well ventilated with screened openings, and constructed of moisture-proof material to permit rapid and satisfactory cleaning, scouring and washing.
 - d. The floors shall be of concrete or other impervious material, elevated not less than four inches above grade, and each room shall be provided with floor drains.

ORDINANCE NO. _____

- e. Slop sinks or basins with water supply shall be provided to serve each four units and shall be constructed in accordance with design, size and material approved by the health officer.
- (2) *Toilet and Bathing Facilities:* Toilet and bathing facilities shall be in separate rooms or partitioned apart in any manner as to provide privacy and promote cleanliness. Each toilet provided in a community toilet house shall be partitioned apart from any other toilet in the same room. The floor surface around the commode shall not drain onto the shower floor.
- (f) *Register of Guests.* A register containing the name and address of each occupant of all the park, as well as the date of arrival and departure, the make, model, year, and the license number and state, of vehicles shall be kept and available for periodic inspection.
- (g) *Landscape Requirements.*
 - (1) Type B Buffer is required along all side and rear property lines. A Type B Buffer shall consist of a 5-foot-wide buffer yard plus at least 25 points based on the points listed below:
 - a. Opaque masonry wall with 6-foot minimum height = 15 points.
 - b. Opaque fence with 6-foot minimum height = 5 points.
 - c. An existing, continuous fence or wall on the adjacent property = ½ the points of a fence or wall on the subject property.
 - d. Each additional 5 feet of buffer yard = 5 points (maximum of 15 points).
 - e. One tree with a mature height of at least 20 feet and height of at least 8 feet at time of planting per 25 lineal feet of buffer yard = 10 points.
 - f. Three smaller trees per 25 lineal feet of buffer yard = 10 points.
 - (2) A minimum of 2.5% of the area of a site must be landscape area. Landscape area consists of the following:
 - a. A minimum 10-foot-wide landscape area shall be provided along all property lines adjacent to a street.
 - b. Required trees and shrubs:
 - 1. One tree plus three shrubs are required per 500 square feet of required landscape area, rounded up to the nearest whole tree or shrub.
 - 2. Street trees are required at a rate of 1 per 60 feet of street frontage along arterials and collectors. Placement of trees may be varied but may not result in fewer than the required number of trees for a property.
 - (3) Parks are subject to all additional landscaping requirements set out in Chapter 4, Article 2, Division 2 of this code.
- (h) *Signage.* All parks over 50 units must include directional signage and site numbers for emergency services. All signage will require a Sign Permit before installation.

END

DIVISION 11. VACATION TRAVEL TRAILER/RECREATIONAL VEHICLE PARKS

Section 4.2.11.1 Applicability and Approvals Required

- (a) *Applicability.* This division is applicable in the City limits.
- (b) *Land Use Matrix.* For locations within the City limits, vacation travel trailer parks shall be permitted as outlined in the Land Use Matrix, Chapter 2, Article 5 [Article 4], Division 2.
- (c) *Site Plan Required.* For locations within the City limits, development of a vacation travel trailer park shall require submittal and approval of a Site Plan depicting the information described in Article 1, Division 1 [Division 2] of this chapter.
- (d) *Subdivision Required.* Vacation travel trailer parks shall be located on land formally subdivided according to the subdivision regulations within this LDC, specifically within Chapter 3.
- (e) *Annual Licensing Required.* Vacation travel trailer parks shall be required to meet annual licensing requirements ~~with the Building Inspection Department~~. Issuance of the required license shall be dependent upon compliance with all applicable health, fire, building, and other City of Abilene Codes and Ordinances to ensure the safe operation of the park. The license shall be conspicuously posted in the park office.
- (f) *Conformance to Other Codes.* All facilities at vacation travel trailer parks shall conform and comply with City of Abilene health, fire, building and other such codes.

(Ord. No. 8-2010, pt. 1(Exh. A), 4-22-10; Ord. No. 58-2013, pt. 1(Exh. A), 10-24-13)

Section 4.2.11.2 Size, Density, Location, Setbacks

- (a) *Maximum Site Density.* The maximum site density for vacation travel trailer parks shall be ten (10) ~~twelve (12)~~ units per acre.
- (b) *Minimum Site Size.* The initial development of any vacation travel trailer park shall not be less than five (5) ~~two (2)~~ acres fully developed.
- (c) *Site Location.* Vacation travel trailer parks shall be located at least three hundred feet (300') from any residential zoning district, ~~with the exception of Agricultural Open (AO) zoning-~~
 - (1) No vacation travel trailer shall be placed or erected closer than fifteen feet (15') ~~five feet (5')~~ from the property line separating the recreational vehicle park from adjoining property, measuring from the nearest point of the vacation travel trailer.
- (d) *Size, Marking and Separation of Individual Sites.* Each individual site within the vacation travel trailer park that is reserved for the accommodation of any vacation travel trailer shall ~~have an area of not less than one thousand (1,000) square feet, or forty feet (40') by twenty-five feet (25'), to~~ provide adequate space for a recreational vehicle, two individual vehicles, a car, and a picnic table/grill. Each individual site shall be defined clearly by proper markers at each corner, shall be level, paved, and well drained.
 - (1) Trailers and other recreational vehicles shall be separated from each other and permanent structures by fifteen feet (15') ~~ten feet (10')~~.

- (e) *Setback Requirements for Vacation Travel Trailers.* Setback requirements for vacation travel trailers shall be as outlined in Table 4-4.

TABLE 4-4: REQUIRED SETBACKS FOR TRAVEL TRAILERS

Element From Which Setback Is Measured	Required Setback
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The edge of other interior streets	15 10 feet
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The rear and side (exterior and interior) property lines of the vacation travel trailer park	15 feet

(Ord. No. 8-2010, pt. 1(Exh. A), 4-22-10; Ord. No. 58-2013, pt. 1(Exh. A), 10-24-13)

Section 4.2.11.3 Ingress and Egress

- (a) *Public Street.* All vacation travel trailer parks shall be directly linked by an entranceway with a public street.
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- (c) *Connection to Construction Standards.* The connection of the entranceway with the public street shall be constructed according to municipal construction standards.
- (d) *Paving.* The entrance roadway from the public street to the main office plus the parking for the office and all uses accessible by the general public shall be paved. All other surfaces intended for regular vehicular use shall ~~be concrete or hot mix. have a durable surface, such as compacted base material.~~
- (e) *Private Streets.* Entranceways and interior streets shall be considered private streets.
- (f) *No Access Through Residential Zoning Districts.* There shall be no entrance or exit from the vacation travel trailer park through a residential zoning district.

(Ord. No. 8-2010, pt. 1(Exh. A), 4-22-10; Ord. No. 58-2013, pt. 1(Exh. A), 10-24-13)

Section 4.2.11.4 Miscellaneous Requirements

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- (c) *Accessory Uses.* Accessory uses such as an office, recreation facilities, toilets, dumping stations, laundries, etc., shall be permitted, subject to the following restrictions:
- (1) ~~Such establishments and the parking area primarily related to operations and/or amenities shall be provided at a minimum rate of 10% of the gross area of the lot for any park larger than 10 units. Such establishments and the parking area primarily related to their operations shall not occupy more than ten percent (10%) of the gross area of the park.~~

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(Supp. No. 11)

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- (2) The structures housing such facilities shall not be located closer than fifty feet (50') to any public street.
- (d) *Duration of Stay.*
- (1) Up to seventy-five percent (75%) of trailer sites may be allowed as long-term stay. Long-term stay trailers may be allowed for up to 12 months and must leave for a minimum of 60 days prior to returning.
- (2) Twenty-five percent (25%) of trailer sites must be designated as short-term stay. Short-term stay trailers may be allowed for up to 3 months and must leave for a minimum of 60 days prior to returning.
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- a. One (1) toilet, sink, and shower for each sex per twenty (20) travel trailer sites or fraction thereof.
- b. All toilets, basins and showers shall be placed in properly constructed buildings located not more than three hundred feet (300') from any recreational vehicle unit served.
- c. Buildings shall be well lighted at all times, day or night, well ventilated with screened openings, and constructed of moisture-proof material to permit rapid and satisfactory cleaning, scouring and washing.
- d. The floors shall be of concrete or other impervious material, elevated not less than four inches above grade, and each room shall be provided with floor drains.
- e. Slop sinks or basins with water supply shall be provided to serve each four units and shall be constructed in accordance with design, size and material approved by the health officer.
- (2) *Toilet and Bathing Facilities:* Toilet and bathing facilities shall be in separate rooms or partitioned apart in any manner as to provide privacy and promote cleanliness. Each toilet provided in a community toilet house shall be partitioned apart from any other toilet in the same room. The floor surface around the commode shall not drain onto the shower floor.
- (f) *Register of Guests.* A register containing the name and address of each occupant of all the park, as well as the date of arrival and departure, the make, model, year, and the license number and state, of vehicles shall be kept and available for periodic inspection.
- (g) *Landscape Requirements.*
- (1) Type B Buffer is required along all side and rear property lines. A Type B Buffer shall consist of a 5-foot-wide buffer yard plus at least 25 points based on the points listed below:
- a. Opaque masonry wall with 6 foot minimum height = 15 points.
- b. Opaque fence with 6 foot minimum height = 5 points.
- c. An existing, continuous fence or wall on the adjacent property = ½ the points of a fence or wall on the subject property.
- d. Each additional 5 feet of buffer yard = 5 points (maximum of 15 points).

-
- e. One tree with a mature height of at least 20 feet and height of at least 8 feet at time of planting per 25 lineal feet of buffer yard = 10 points.
 - f. Three smaller trees per 25 lineal feet of buffer yard = 10 points.
 - (2) A minimum of 2.5% of the area of a site must be landscape area. Landscape area consists of the following:
 - a. A minimum 10-foot-wide landscape area shall be provided along all property lines adjacent to a street.
 - b. Required trees and shrubs:
 - 1. One tree plus three shrubs are required per 500 square feet of required landscape area, rounded up to the nearest whole tree or shrub.
 - 2. Street trees are required at a rate of 1 per 60 feet of street frontage along arterials and collectors. Placement of trees may be varied but may not result in fewer than the required number of trees for a property.
 - (3) Parks are subject to all additional landscaping requirements set out in Chapter 4, Article 2, Division 2 of this code.
 - (h) *Signage.* All parks over 50 units must include directional signage and site numbers for emergency services. All signage will require a Sign Permit before installation.

(Ord. No. 8-2010, pt. 1(Exh. A), 4-22-10; Ord. No. 58-2013, pt. 1(Exh. A), 10-24-13)

ZONING CASE

OAM-2025-01

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 4, 2025
City Council 1st Reading: November 6, 2025
City Council 2nd Reading: November 20, 2025

Applicant

City of Abilene

Case Manager

Mason Teegardin – Planning Manager

Request

An amendment to Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks of the Land Development Code (LDC).

Background

The LDC currently has standards for Vacation Travel Trailer/Recreational Vehicle Parks, but they have not been revised since 2010. As we are seeing an influx in these requests, City Council has provided us with the ability to amend the current code to reflect how these parks should continue to develop moving forward. We have received four Conditional Use Permit requests for RV Parks within the last year, all of which have been approved. The CUPs that already have approval are grandfathered with pre-amendment regulations.

Proposed Amendment

The proposed LDC amendment would affect Chapter 4, Article 2, Division 11 of the LDC. A redline version of the current ordinance is attached to the agenda packet for your reference. The only existing text in this section to be amended is red. No other section of the LDC is to be amended.

The Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

Proposed Ordinance
Presentation



LDC TEXT AMENDMENT REQUEST

Case: OAM-2025-01

Applicant: City of Abilene

Request: An amendment to Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks of the Land Development Code (LDC).

Planning & Zoning: November 4, 2025

City Council Hearing: November 6, 2025
November 20, 2025





PROPOSED AMENDMENTS

- Reducing the maximum site density from twelve (12) units per acre to ten (10) units per acre.
- Increasing the minimum site size from two (2) acres to five (5) acres.
- Allowing the site location to abut AO zoning.
- Increasing the setbacks within the entire park to have a cohesive fifteen-foot (15') setback from property lines, trailers, structures, and interior streets.
- Requiring each pad site to have available space for two (2) vehicles as opposed to one (1).
- Requiring all paving to be concrete or asphalt.
- Requiring more space for amenities and accessory uses.
- Requiring additional landscape regulations.





RECOMMENDATION

Planning & Zoning Commission Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services

ITEM: **10. Ordinance (First Reading) Z-2025-41: Receive a Report, Hold a Discussion, and Take Action on a request from the owner to amend the terms of PDD-177. Specifically, to allow alternative side setbacks adjacent to streets, allow for duplexes within tracts A and B, and to allow residential single-family within tract D. Located at the 3700-4000 blocks of Caldwell Road and the 4200 block of West Lake Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner of this property would like to amend the terms of Planned Development District 177 specifically to allow the following:

- Allow duplexes within Tracts A and B
- Change the base zoning of Tract D from Townhome (TH) to Residential Single Family (RS-6) with the following changes:
 - minimum lot size: 4,500 sf
 - minimum lot width: 50'
 - side setback: 5'
 - front setback: 20'
 - rear setback: 15'
- Amend all street side setbacks (excluding front setbacks) within Tracts A, B, C, D, & F to:
 - Locals: 5'
 - Collectors: 10'

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval with the following conditions:

- For Tracts A, B, C, D, & F
- street setback: 10'

ATTACHMENTS:

1. Ordinance (1)
2. staff report (3)
3. Application (9)
4. PD177 Redline Ordinance
5. Concept Plan (1)
6. presentation (3)

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-177 AND ORDINANCE NO. 62-2022, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 62-2022, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 6th day of November, 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 17th day of October, 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 20th day of November, 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 20th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

2nd Amendment to Planned Development District 177.

DELETE: Tracts A & B – Residential Townhome (TH) district, subject to all TH district development standards

ADD: Tracts A & B – Residential Townhome (TH) district, subject to all TH district development standards with the following exceptions:

- Dwelling – Duplex permitted by right
- Minimum front setback: 20’
- Minimum rear setback: 15’
- Minimum side setback: 5’
- Monument, direction, and wayfinding signs are permitted.

DELETE: Tract D – Residential Townhome (TH) district

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

ADD: Tract D – Residential Single Family (RS-6) district, subject to all RS-6 development standards with the following exceptions:

- Minimum lot size: 4,500 sf
- Minimum lot width: 50’
- Minimum front setback: 20’
- Minimum rear setback: 15’
- Minimum side setback: 5’

ADD: Tracts A, B, C, D, & F – Minimum side street setback: 10’

DELETE: EXHIBIT B (CONCEPT PLAN)

ADD: EXHIBIT B (CONCEPT PLAN)

ZONING CASE: Z-2025-41 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 4, 2025
City Council 1st Read: November 6, 2025
City Council 2nd Read: November 20, 2025

Applicant

Owner: Water Crest Ranch, LLC
Agent: Staci Heuvel

Case Manager

Adam Holland– Planner

Request

Amend the terms and conditions of Planned Development District 177.

Location

Located at the 3700-4000 blocks of Caldwell Road and the 4200 block of W Lake Road.

Background

The owner of this property would like to amend the terms of Planned Development District 177 specifically to allow the following:

- Allow duplexes within Tracts A and B
- Change the base zoning of Tract D from Townhome (TH) to Residential Single Family (RS-6) with the following changes:
 - minimum lot size: 4,500 sf
 - minimum lot width: 50'
 - side setback: 5'
 - front setback: 20'
 - rear setback: 15'
- Amend all street side setbacks (excluding front setbacks) within Tracts A, B, C, D, & F to:
 - Locals: 5'
 - Collectors: 10'

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/MH	Residential/Agricultural
East	AO	Vacant
South	AO/MH	Residential/Agricultural
West	AO	Agricultural/Vacant

Criteria Assessment

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

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

The proposed request is consistent with the 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 amendment is consistent with the neighboring zoning and uses in the area.

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

The property is adequately served by all utilities. The property is in the process of platting and will be subject to all development standards in the LDC.

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

Amending the street setbacks to decrease from 15'-20' to 5'-10' may cause visibility and noise issues, which would affect public safety.

The Planning & Zoning Commission Recommendation

P&Z recommends **approval with the following conditions:**

- **For Tracts A, B, C, D, & F**
 - **street setback: 10'**

Attachments

- Project Overview
- PowerPoint
- Preliminary Plat
- Zoning Exhibit

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on October 17, 2025 via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
OWNER	PROP_ID	SITUS	RESPONSE
4T CATTLE & LAND CO LLC	51203	3741 CALDWELL RD	
ADKINS KENNETH & PAM	42605	3790 FORTUNE AV	
BARDIN BRAD S & EMILY G	20045	441 JOLLY ROGERS RD	
BARR CHAD &	52224		
BARRETT LOLA	22136	4209 W LAKE RD	
BELCHER CARROLL S	61187	509 NEAS RD	
BERRY SCOTT AARON	43725	3717 FORTUNE AV	
BLACKBURN JANE E	22736	4242 CALDWELL RD	
BLANTON RANDY	96531	4063 W LAKE RD	
BONTKE BROTHERS CONST INC	35733		
BROWN JAMES LYNN	51836	3709 CALDWELL RD	
BUERGER WENDELL ET AL	50390	401 JOLLY ROGERS RD	

BUNSELMEYER AURELIA B	60666	417 NEAS RD	
BYERS MICHAEL	43601	3725 FORTUNE AV	
CARTER TAMMY KILLOUGH	34379		
CLEAR VIEW RV LLC	31613	4051 W LAKE RD	
CLEVENGER GARY ALAN	52888	4001 CALDWELL RD	
COCKERELL EDWARD IV &	51583	581 JOLLY ROGERS RD	
Confidential Owner	100081	3919 CALDWELL RD	
FARMER MARTY	60079	357 NEAS RD	
FARTHING COLTEN L &	20001	4410 CALDWELL RD	
FLEMING JOSEPH ALAN &	31741	4075 W LAKE RD	
FOREMAN JOE	20943	4358 CALDWELL RD	
GARCIA JESSICA	19603	4434 CALDWELL RD	
GASS CLARENCE LEROY III &	59540	349 NEAS RD	
HAMILTON STEPHANIE ROBYN	63091		
HANTMAN JOSEPH M REV TRUST	62953	4995X W LAKE RD	
HARDESTY JOSEPH CONNOR	974738	202 NEAS RD	
HAWKINS MEKIL	102447	4334 CALDWELL RD	
HIT VENTURES LLC	59102	317 NEAS RD	
HONEYCUTT COREY JASON &	21604	4190 CALDWELL RD	
HOOD DEREK L	996314	4073 CALDWELL RD	
ISELL ANTHONY EUGENE	37770	349 MOBIL DR	
JASSO JOSE L	99125	527 NEAS RD	
KORI ZANE STAR	60373	401 NEAS RD	
KOSTIC HOLDINGS LLC	207441		
KUZMIC SEAN	43250	3749 FORTUNE AV	
LADYMAN WALTER ANDREW	51076	3825 CALDWELL RD	
MATA JOSE & MELANEA	34916	4148 CALDWELL RD	
MC CORMACK MICHAEL & SARA	32129	4173 W LAKE RD	
MC GUIRE THOMAS A	61852	529 NEAS RD	
MOORE GREATHOUSES LLC	61063	441 NEAS RD	
MWANZA PATRICIA KALONDU	34237	4244 W LAKE RD	
PALACIO PETE S	62238	541 NEAS RD	
PEACOCK WILLIAM T &	973944	204 NEAS RD	
PRESSWOOD C W ESTATE	1091237		
PRESSWOOD CLARENCE W	62556		
PRESSWOOD LEE A	34239		
RADER BRITTANY MICHELLE	33491	317 TRAILWAY DR	
ROBBINS GARY LF EST	61313	513 NEAS RD	
RODRIGUEZ MARY NELL	35470	4217 W LAKE RD	
ROWTON RICHARD VAN JR &	43008	3765 FORTUNE AV	
SHERRILL CHARLES M & LISA	1015569	249 NEAS RD	
SMITH PATRICIA MARTIN	986520	465 JOLLY ROGERS RD	
SPYKES ROY DON & NORMA	973945		
TARPLEY GARRY GLENN	21341	4174 CALDWELL RD	
THORP JASON	37635	357 MOBIL DR	

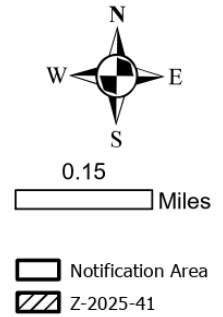
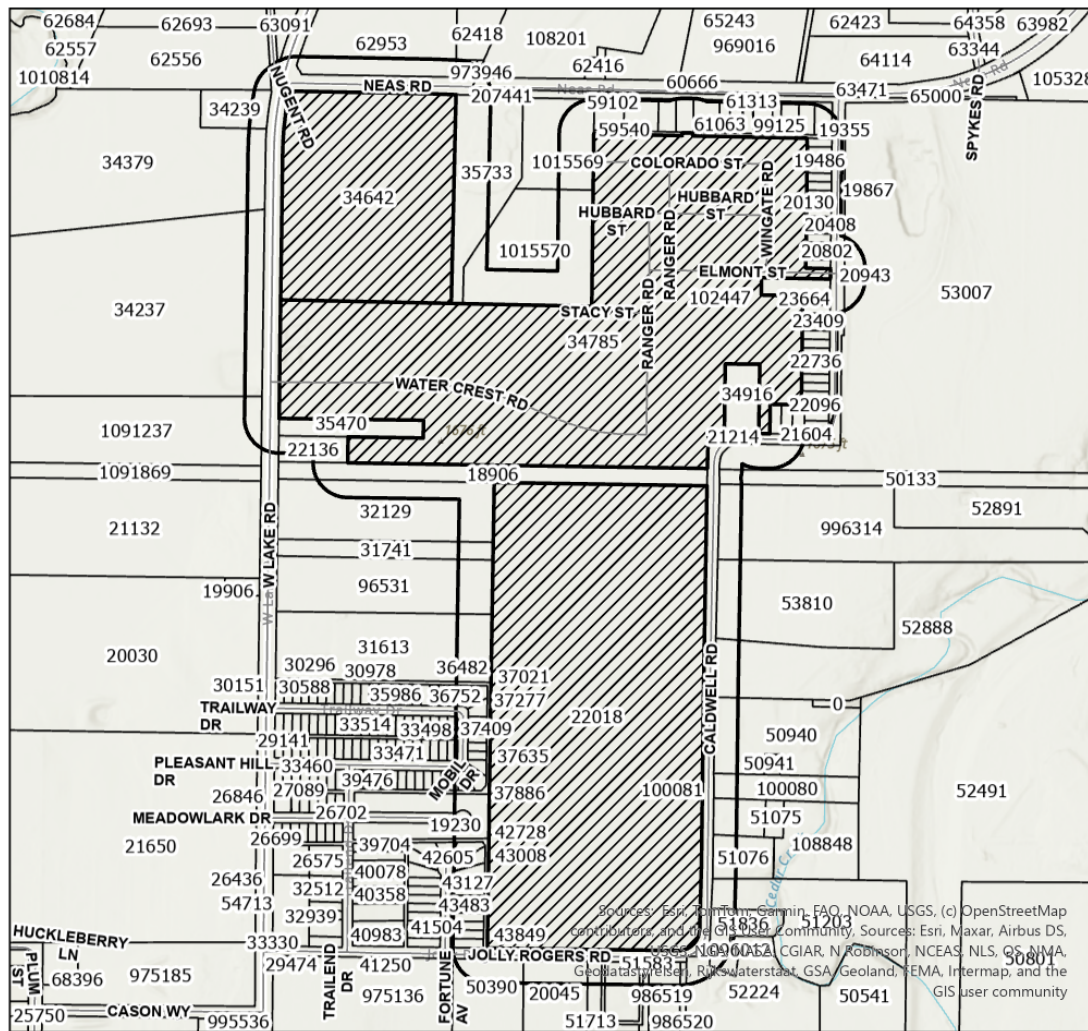
TREJO RAINIERO CHAVEZ	20670	4374 CALDWELL RD	
TROY KATHERINE L	62362	549 NEAS RD	
WATER CREST RANCH ABILENE LLC	34785	4134 Y CALDWELL RD	
WEBBER JUANITA	20802	4366 CALDWELL RD	
WEEKS JOHNNY &	43849	3709 FORTUNE AV	
WELCH ROGER	53810	4065 CALDWELL RD	
WEST TEXAS UTILITIES CO	50133		
WHEELER EMMA	42728	3781 FORTUNE AV	
WILSON ROBERT DARIN & JO ANN	100080	3949 CALDWELL RD	

PROPERTY ID

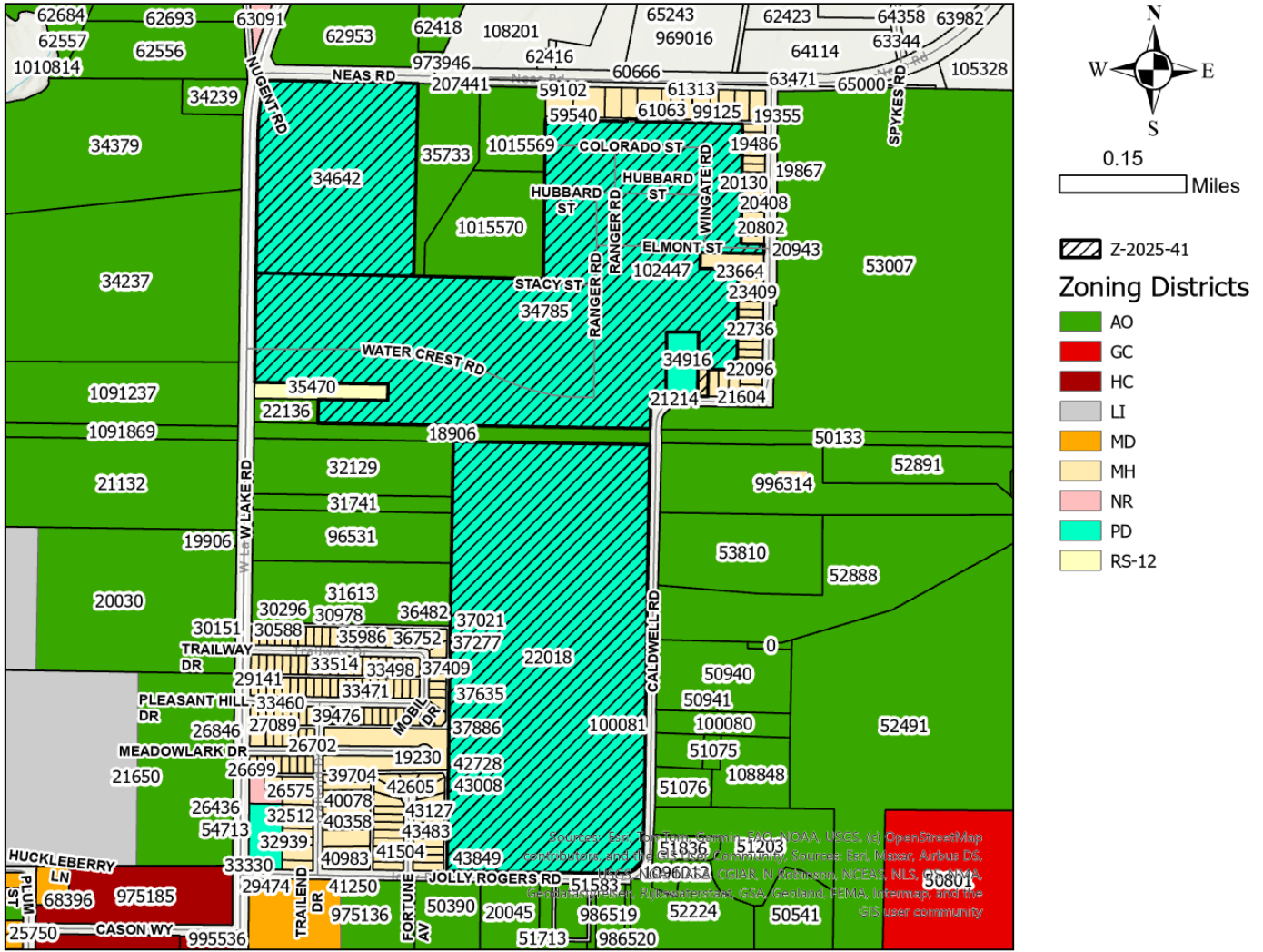
OWNER	PROP_ID	SITUS	RESPONSE
GARCIA JESSICA	19603	4434 CALDWELL RD	
FARTHING COLTEN L &	20001	4410 CALDWELL RD	
BARDIN BRAD S & EMILY G	20045	441 JOLLY ROGERS RD	
TREJO RAINIERO CHAVEZ	20670	4374 CALDWELL RD	
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FARMER MARTY	60079	357 NEAS RD	
KORI ZANE STAR	60373	401 NEAS RD	
BUNSELMAYER AURELIA B	60666	417 NEAS RD	
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BELCHER CARROLL S	61187	509 NEAS RD	
ROBBINS GARY LF EST	61313	513 NEAS RD	
MC GUIRE THOMAS A	61852	529 NEAS RD	
PALACIO PETE S	62238	541 NEAS RD	
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JASSO JOSE L	99125	527 NEAS RD	
WILSON ROBERT DARIN & JO ANN	100080	3949 CALDWELL RD	
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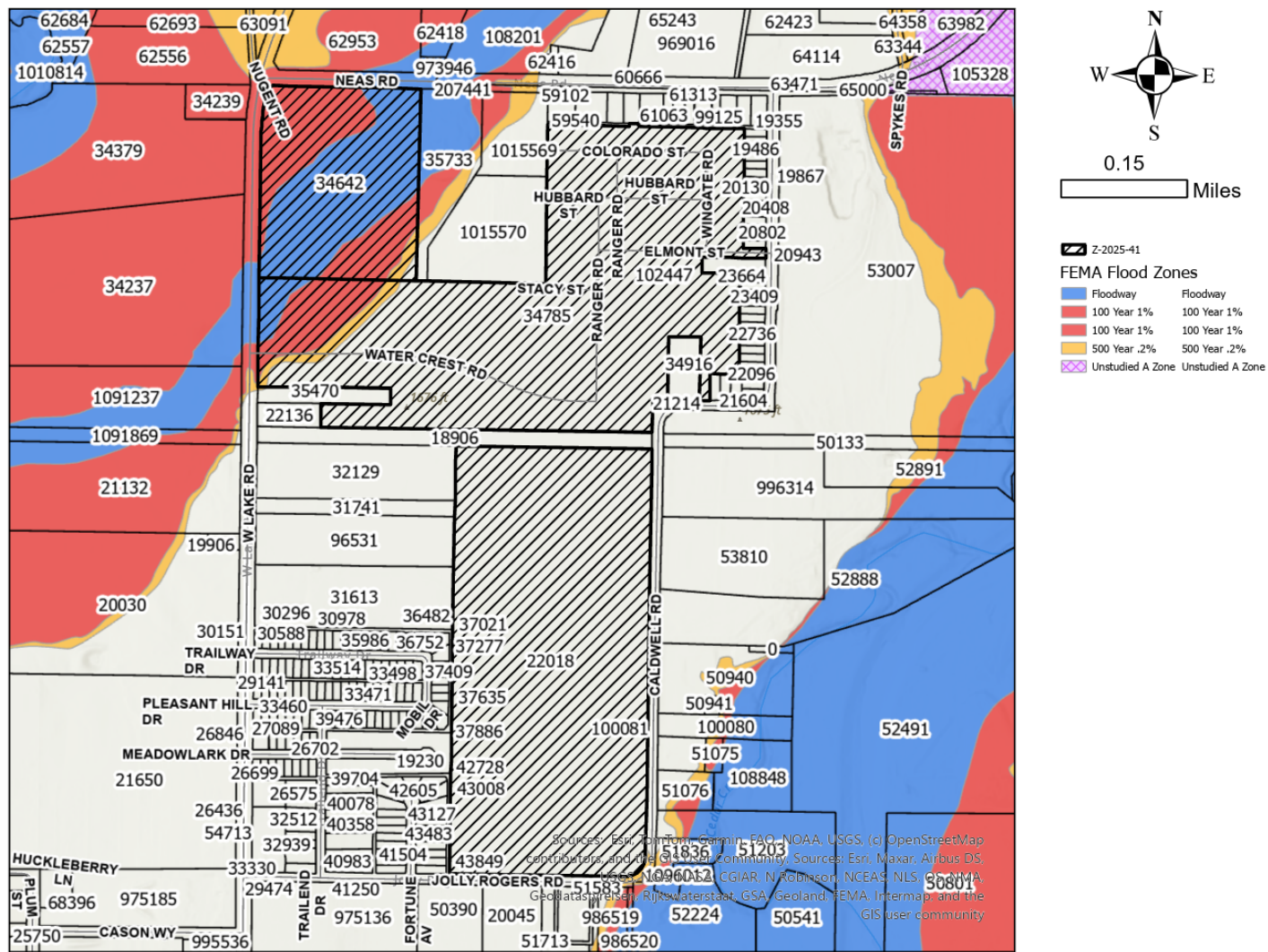
NOTIFICATION MAP



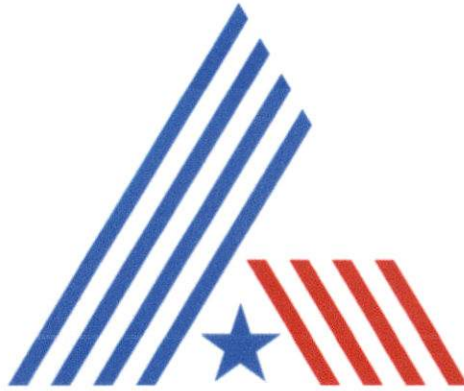
ZONING MAP



FLOODPLAIN MAP



ZONING APPLICATION



PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (<https://www.abilenetx.gov>) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and \$1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$25 per hour, plus the cost of reproduction and/or materials.

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITTALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards.
https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to planning@abilenetx.gov
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500. *Any portion over the minimum fee is refundable if the abandonment is not approved.*

ZONING APPLICATION

PLANNING & ZONING COMMISSION

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
 - a. Petition for amending the Comprehensive Plan;
 - b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
 - c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
 - d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1 ST READING	CITY COUNCIL 2 ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
07/12/25	07/29/25	09/02/25	09/25/25	10/09/25
08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

***These meetings require public hearings and the applicant or a representative must be present.

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026



ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

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

Relief Procedures

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

Project Name: Water Crest Ranch
Address: West Lake Road Number of Lots: _____ Acreage: _____
Legal Description: Water Crest Ranch
Subdivision Name: Water Crest Ranch Block: _____ Lot: _____
Current Zoning: RS-6 W/Exceptions Proposed Zoning (if applicable): Amended Exceptions

OWNER AND AUTHORIZATION

Owner Name: Water Crest Ranch Abilene, LLC
Address: 8213 Alcove Road
City, State, Zip: Lubbock, TX 79424 Fax: _____
Phone: (806) 548-2070 Email: treyststrong@hotmail.com
Agent Name: Staci Heuvel
Address: 8213 Alcove Road
City, State, Zip: Lubbock, TX 79424 Fax: _____
Phone: (214) 697-9247 Email: staci@westtexaslandguys.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: [Signature] Date: 7/30/25

FOR OFFICE USE ONLY

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

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--|--|-----------------------------|----------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☒ RS-6 | Residential Single-Family – 6,000 sq. ft lots
WITH EXCEPTIONS | ☐ 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

See Exhibit A

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

YES

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

YES

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

YES

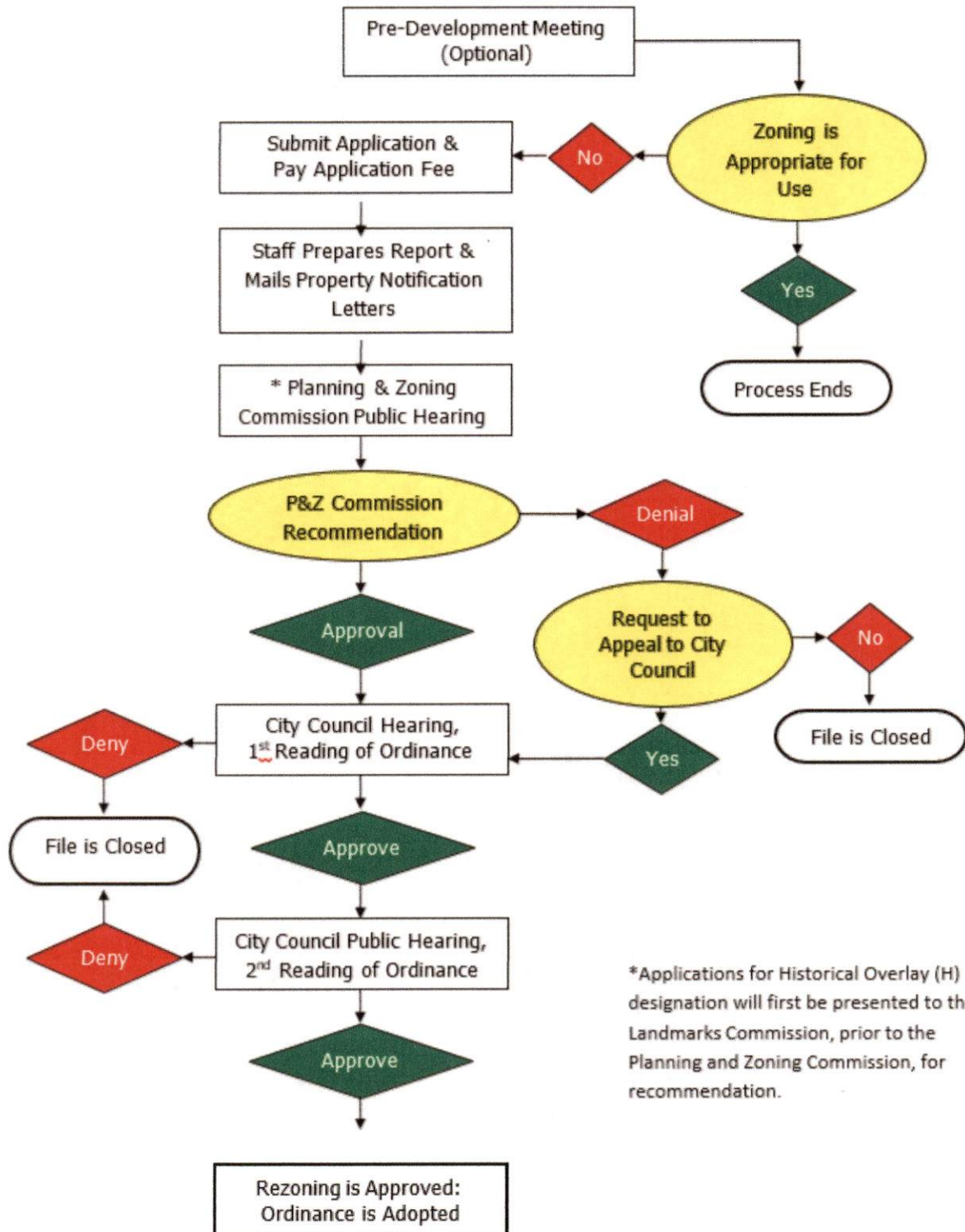
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

NO

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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





ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: WATER CREST RANCH
Zoning Classification(s): RS-6 W/EXCEPTIONS
Location: WEST LAKE ROAD

Total Number of Acres: _____
Total Number of Lots: _____

Property Owner Information & Authorization

Name/Company: WATER CREST RANCH ABILENE, LLC
Address: 8213 ALCOVE AVENUE
City: LUBBOCK State: TEXAS Zip Code: 79424
Phone: (214) 697-9247 Email: staci@westtexaslandguys.com

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Cory Dulin, AMD Engineering (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

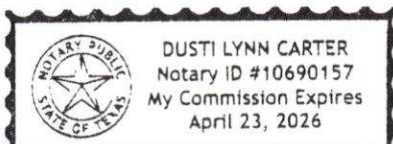
Property Owner's Signature: _____ Date: 7/30/25

STATE OF: Texas

COUNTY OF: Lubbock TAYLOR

BEFORE ME, a Notary Public, on this day personally appeared Jack Strong
(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 30 day of September, 20 25



Dusti Carter

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Cory Dulin Company: AMD Engineering
Address: 6515 68th, Suite 300 City: Lubbock State: TX
Zip Code: 79424 Number: 806-771-5976 ext 303 Email: cdulin@amdeng.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

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

N/A

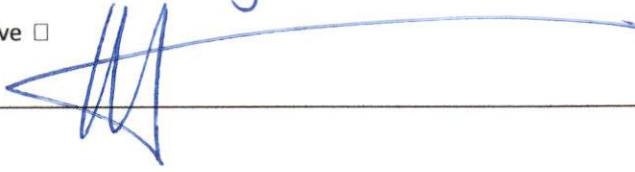
- C. State all information upon which you base the belief (use additional paper, if necessary).

N/A

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

Name of Certifying Person (print): Jack Strong

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: _____


9.30.25

ORDINANCE NO. _____

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

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 17th day of November, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 14th day of October, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 1st day of December, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 1st day of December, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from Agricultural Open Space (AO) to Planned Development District 177 (PD-177) subject to compliance with the Concept Plan attached hereto as Exhibit B:

Two tracts of land, being (1) the "North Tract", a 110.913 acre tract located in the John Jarmon Survey No. 82, Certificate No. 1802/1903, Abstract No. 187, and the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, and (2) the "South Tract", a 76.298 acre tract located in the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, said tracts being further described by metes and bounds as follows:

TRACT 1, THE "NORTH TRACT":

A 110.913 acre tract of land located in the John Jarmon Survey No. 82, Certificate No. 1802/1903, Abstract No. 187, and the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, and comprised of four tracts of land described as Tracts Three, Four and Five in a Warranty Deed With Vendor's Lien recorded in Volume 1946, Page 509, and Tract Two in a Warranty Deed With Vendor's Lien recorded in Volume 2415, Page 783, of the Official Public Records of Taylor County, Texas;

1) BEGINNING at a 1/2" iron rod with a cap marked "COJER" found in the south line of the Replat of Pleasant Hills Estates, Block 9, Section 2, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 2, Slide 244-D of the Plat Records of Taylor County, Texas, at the northwest corner of Lot 127, Block A of Pleasant Hills Estates, Lots 127-141, a Replat of Pleasant Hills Estates, Lots 27-41, Block A, Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 472 of the Plat Records of Taylor County, Texas, for the northeast corner of this tract, having coordinates of Northing: 6,869,836.65 and Easting: 1,594,546.14 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said John Jarmon Survey bearings: S. 88° 50' 55" E. a distance of 144.37 feet and N. 00° 46' 00" E. a distance of 267.59 feet, according to said plats of Pleasant Hills Estates, and having (calculated) coordinates of Northing: 6,870,101.28 and Easting: 1,594,694.03 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) THENCE S. 00° 42' 04" W., along the west line of said Pleasant Hills Estates, Lots 127-141, Block A, Section 4, a distance of 748.88 feet to a 1/2" iron rod found at the southwest corner of said Replat and an ell corner of this tract;

3) THENCE S. 89° 11' 02" E. a distance of 145.12 feet to a 1/2" iron rod with a cap marked "COJER" found in the west line of Caldwell Road (dedication unknown) at the southeast corner of said Pleasant Hills Estates, Lots 127-141, Block A, Section 4, and a corner of this tract;

4) THENCE S. 00° 45' 39" W. a distance of 58.98 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 3, Slide 500 of the Plat Records of Taylor County, Texas, and a corner of this tract;

- 5) THENCE N. 89° 12' 58" W., along the north line of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, at a distance of 0.22 feet pass a 1/2" iron rod found, continuing for a total distance of 399.86 feet to a 3/8" iron rod found at the northwest corner of said Lot 1, Block A, and an ell corner of this tract;
- 6) THENCE S. 00° 48' 10" W. a distance of 100.02 feet to a 3/8" iron rod found at the southeast corner of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, and an ell corner of this tract;
- 7) THENCE S. 89° 11' 19" E., along the south line of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, a distance of 239.92 feet to a 1/2" iron rod with a cap marked "COJER" found at the northwest corner of Lot 20, Block B of Pleasant Hills Estates, Section 4, Part of Blocks A and B, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 91 of the Plat Records of Taylor County, Texas, and a corner of this tract;
- 8) THENCE S. 00° 45' 35" W., along the west line of Lots 8 through 20 of said Pleasant Hills Estates, Section 4, Part of Blocks A and B, a distance of 630.26 feet to a 1/2" iron rod found at the most northerly northeast corner of Pleasant Hills Estates, Lot 201 and Lots 102 through 105, a Replat of Lot 101 and Lots 2 through 7, Block B, Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 407, of the Plat Records of Taylor County, Texas, and a corner of this tract;
- 9) THENCE N. 89° 12' 10" W. a distance of 180.05 feet to a 1/2" iron rod with a cap marked "COJER" found at the northwest corner of said Lot 201, Pleasant Hills Estates, Lot 201 and Lots 102 through 105, at an ell corner of this tract;
- 10) THENCE S. 00° 38' 33" W. a distance of 169.97 feet to a 1/2" iron rod in concrete found at the southwest corner of said Lot 201, Pleasant Hills Estates, Lot 201, and Lots 102 through 105, and a corner of this tract;
- 11) THENCE N. 89° 14' 06" W. a distance of 61.00 feet to a 3/8" iron rod found in the north line of Caldwell Road (dedication unknown) at the southeast corner of that certain 1.84 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2021-26813 of the Official Public Records of Taylor County, Texas, and a corner of this tract;
- 12) THENCE N. 00° 49' 14" E. a distance of 399.96 feet to a 3/8" iron rod found at the northeast corner of said 1.84 acre tract and an ell corner of this tract;
- 13) THENCE N. 89° 13' 27" W. a distance of 199.83 feet to a 3/8" iron rod found at the northwest corner of said 1.84 acre tract and an ell corner of this tract;
- 14) THENCE S. 00° 50' 34" W. a distance of 400.00 feet to a 1/2" iron rod with a cap marked "COJER" found in the north line of said Caldwell Road at the southwest corner of said 1.84 acre tract and a corner of this tract;
- 15) THENCE N. 89° 14' 06" W. a distance of 83.80 feet to a 1/2" iron rod with a cap marked "COJER" found at the point of intersection of the north and west lines of said Caldwell Road and an ell corner of this tract;

16) THENCE S. $00^{\circ} 55' 06''$ W., along the west line of said Caldwell Road, a distance of 205.20 feet to a 1/2" iron rod with a cap marked "COJER" found in the north line of that certain tract of land conveyed to West Texas Utilities Company described as a 5.86 acre tract of land and recorded in Volume 216, Page 69 of the Deed Records of Taylor County, Texas, for the most southerly southeast corner of this tract, having coordinates of Northing: 6,867,930.92 and Easting: 1,593,981.71 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of the second tract, "Tract 2", described herein-after, bears S. $01^{\circ} 02' 37''$ W. a distance of 100.00 feet;

17) THENCE N. $88^{\circ} 57' 37''$ W., along the north line of said West Texas Utilities Company tract, a distance of 2090.84 feet to a 3/8" iron rod found at the southeast corner of that certain 1.377 acre tract of land conveyed to J.D. Barrett described in a Warranty Deed with Vendor's Lien recorded in Volume 1790, Page 931 of the Official Public Records of Taylor County, Texas, for the most southerly southwest corner of this tract;

18) THENCE N. $00^{\circ} 53' 02''$ E. a distance of 150.09 feet to a 1/2" iron rod with a cap marked "COJER" found at the northeast corner of said J.D. Barrett tract and a corner of this tract;

19) THENCE S. $88^{\circ} 46' 59''$ E., along the south line of that certain 1.92 acre tract of land conveyed to Zeke Rodriguez described in a Warranty Deed with Vendor's Lien recorded in Volume 1733, Page 513 of the Official Public Records of Taylor County, Texas, a distance of 436.08 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the southeast corner of said Zeke Rodriguez tract and an ell corner of this tract;

20) THENCE N. $00^{\circ} 08' 06''$ W. a distance of 99.99 feet to a 3/8" iron rod found at the northeast corner of said Zeke Rodriguez tract and an ell corner of this tract;

21) THENCE N. $88^{\circ} 48' 24''$ W. a distance of 834.95 feet to a 1/2" iron rod with a cap marked "COJER" found in the east right-of-way line of F.M. Hwy. 600 at the northwest corner of said Zeke Rodriguez tract and the most westerly southwest corner of this tract, having coordinates of Northing: 6,868,227.00 and Easting: 1,591,494.90 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

22) THENCE N. $00^{\circ} 49' 22''$ E., along the east right-of-way line of said F.M. Hwy. 600 at a distance of 676.61 feet pass a 1/2" iron rod with a cap marked "COJER" found, continuing for a total distance of 1542.88 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a point of curvature and a corner of this tract;

23) THENCE northerly, along said east right-of-way line and a curve to the right, an arc distance of 307.52 feet, said curve having a radius of 1859.86 feet, a delta angle of $09^{\circ} 28' 25''$, a chord length of 307.17 feet and a chord bearing of N. $05^{\circ} 33' 34''$ E., to a Type 1 concrete right-of-way monument (top broken off) found at a point of intersection and the most westerly northwest corner of this tract;

24) THENCE N. $60^{\circ} 33' 28''$ E. a distance of 69.80 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at a point of intersection in the south right-of-way line of F.M. Hwy. 3308 for the most northerly northwest corner of this tract, whence an 8" wood guard post bears west a distance of 1.8 feet and north a distance of 0.4 feet;

25) THENCE S. 88° 49' 29" E., along said south right-of-way line, a distance of 909.62 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northwest corner that certain 7.25 acre tract of land conveyed to Bontke Brothers Construction Company described in a Warranty Deed recorded in County Clerk's File Number 2013-08806 of the Official Public Records of Taylor County, Texas, for a corner of this tract, having coordinates of Northing: 6,870,090.80 and Easting: 1,592,516.86 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

26) THENCE S. 00° 49' 22" W. a distance of 1208.09 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the southwest corner of said Bontke Brothers Construction Company tract and an ell corner of this tract;

27) THENCE S. 88° 49' 29" E., along the south line of said Bontke Brothers Construction Company tract at a distance of 58.55 feet pass the southwest corner of Lot 2 of Sherrill Addition,

Lots 1 and 2, Block A, an addition to the City of Abilene, Taylor County, Texas, according to the according to the map, plat and/or dedication deed recorded in Plat Cabinet 4, Slide 372, of the Plat Records of Taylor County, Texas, continuing for a total distance of 800.85 feet to a 3/8" iron rod in concrete found at the southeast corner of said Sherrill Addition and an ell corner of this tract;

28) THENCE N. 00° 54' 40" E., along the east line of said Sherrill Addition, a distance of 995.06 feet to a 1/2" iron rod with a cap marked "COJER" found at the southwest corner of said Replat of Pleasant Hills Estates, Block 9, Section 2 and a corner of this tract;

29) THENCE S. 88° 50' 55" E., along the south line of a utility easement, 20 feet in width, and said Replat of Pleasant Hills Estates, Block 9, Section 2, a distance of 720.02 feet to a 1/2" iron rod with a cap marked "COJER" found at an ell corner of this tract;

30) THENCE N. 00° 53' 00" E. a distance of 20.00 feet to a 1/2" iron rod with a cap marked "PATRIOT SURVEYING" found at the southwest corner of Lot 15 of said Replat of Pleasant Hills Estates, Block 9, Section 2 and a corner of this tract;

31) THENCE S. 88° 50' 55" E. a distance of 60.00 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of said Lot 15 and a corner of this tract;

32) THENCE S. 00° 53' 00" W. a distance of 20.00 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set in the south line of said utility easement, 20 feet in width, and said Replat of Pleasant Hills Estates, Block 9, Section 2, for an ell corner of this tract;

33) THENCE S. 88° 50' 55" E. a distance of 450.67 feet to the POINT OF BEGINNING. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin at Northing: 6,868,808.515 and Easting: 1,592,535.678, with a convergence angle of -00°39'54.55" and a combined scale factor of 0.99984254. Distances are at surface, in U.S. survey feet.

TRACT 2, THE "SOUTH TRACT":

A 76.298 acre tract of land located in the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, and being that same certain tract of land described in a Warranty Deed recorded in Volume 2524, Page 940, of the Official Public Records of Taylor County, Texas;

- 1) BEGINNING at a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of this tract and having coordinates of Northing: 6,865,142.81 and Easting: 1,593,930.92 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the southeast corner of said Leonard Bowerman Survey No. 83 bears S. 01° 02' 37" W. a distance of 30.00 feet and S. 89° 11' 32" E. a distance of 60.00 feet and having (calculated) coordinates of Northing: 6,865,111.97 and Easting: 1,593,990.36 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 2) THENCE N. 89° 11' 32" W., at an approximate distance of 150 feet intersecting the north line of Jolly Rogers Road (dedication unknown), sometimes referred to as East Huckleberry Lane, as occupied on the ground, continuing along the north line of said road a total distance of 1233.41 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of the plat limits of Pleasant Hills Estates, Section 2, being a replat of all of Lot 6 and the south 410 feet of Lot 7, Block 1, Section 1, Pleasant Hills Estates and the east 30 feet of Section 1, Northern Heights Addition, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed the recorded in Plat Cabinet 1, Slide 150 B of the Plat Records of Taylor County, Texas, and the southwest corner of this tract;
- 3) THENCE N. 00° 58' 58" E., along the east line of said Pleasant Hills Estates, Section 2, and the Pleasant Hills Estates plats recorded in Plat Cabinet 3, Slide 87 and Plat Cabinet 4, Slide 310 of the Plat records of Taylor County, Texas, and the east line of the that certain tract of land described in a Warranty Deed recorded in Volume 3170, Page 358 of the Official Public Records of Taylor County, Texas, a distance of 2694.01 feet to a 3/8" iron rod found in the south line of that certain tract of land conveyed to West Texas Utilities Company described as a 5.86 acre tract of land and recorded in Volume 216, Page 69 of the Deed Records of Taylor County, Texas, at the northwest corner of this tract, having coordinates of Northing: 6,867,853.3&and Easting: 1,592,744.04 of the Texas Coordinate System of 1983(2011), Texas North Central Zone;
- 4) THENCE S. 88° 57' 37" E., along the south line of said West Texas Utilities Company tract, a distance of 1236.25 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the west line of said Caldwell Road for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "COJER" found at the most southerly southeast corner of the first tract, "Tract 1", described herein-above, bears N. 01° 02' 37" E. a distance of 100.00 feet;
- 5) THENCE S. 01° 02' 37" W. along the west line of said Caldwell Road at an approximate distance of 2574 feet intersecting the west line of said Caldwell Road, as occupied on the ground, continuing for a total distance of 2689.01 feet to the POINT OF BEGINNING. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin at Northing: 6,868,808.515 and Easting: 1,592,535.678, with a convergence angle of -00°39'54.55" and a combined scale factor of 0.99984254. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed June 29, 2022

ORDINANCE NO. _____

EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

~~Tracts A, B – Residential Townhome (TH) district, subject to all TH district development standards~~

Tracts A, B – Residential Townhome (TH) district, subject to all TH district development standards with allowed use of Dwelling-Duplex. All lots used for duplexes must conform to minimum standards for Medium Density (MD) zoning.

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

- Minimum Lot Area: 5,000 square feet
- Minimum Lot Width: 50 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

Commented [AH1]: Amended in Ord. 48-2025

~~Tract D – Residential Townhome (TH) district~~

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

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

- Minimum Lot Area: 4500 square feet
- Minimum Lot Width: 50 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

Tract E – General Commercial (GC) and Multi-Family Residential (MF) districts, subject to all development standards of each district

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

- Minimum lot area: 4,500
- Minimum Lot Width: 40 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

Commented [AH2]: Added in Ord. 48-2025

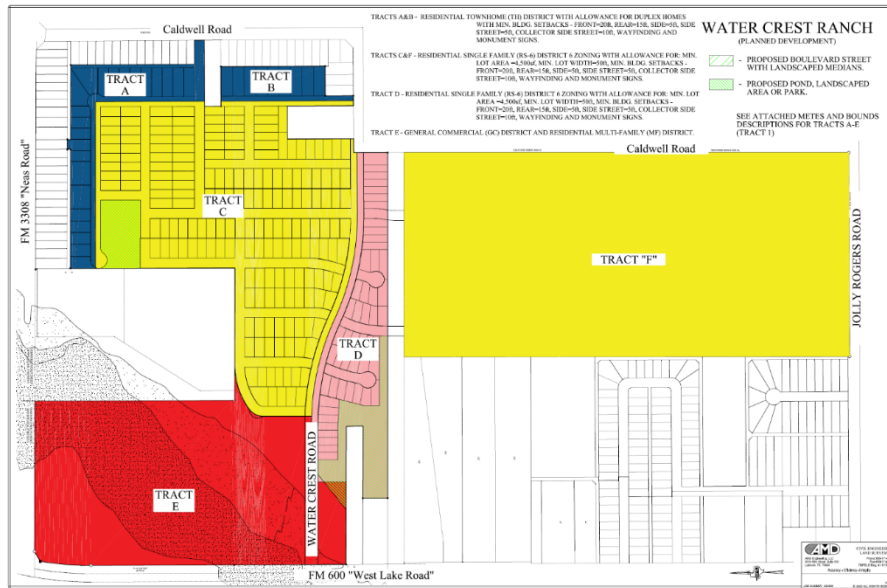
Tracts A, B, C, D, and F – Minimum Corner Side Setback: 10 feet

General Notes:

1. Signs. Monument, directional, and wayfinding signs are permitted to identify and direct visitors to each unique residential community within the PD.
2. Ponds, Parks, and Playgrounds.
 - A pond, park, playground, and landscape area are permitted in all of the tracts provided that they are maintained by a Homeowners Association.
 - Ponds may be utilized for stormwater detention and as an amenity.
3. Tract Boundaries. The precise boundaries of each tract shall be established during the subdivision process through the use of “section boundaries” that correspond with the attached Concept Plan.

ORDINANCE NO. _____

EXHIBIT B (Concept Plan)



-END-

FM 3308 "Neas Road"

Caldwell Road

TRACT
A

TRACT
B

TRACT
C

TRACT
D

TRACT
E

WATER CREST ROAD

FM 600 "West Lake Road"

TRACTS A&B - RESIDENTIAL TOWNHOME (TH) DISTRICT WITH ALLOWANCE FOR DUPLEX HOMES
WITH MIN. BLDG. SETBACKS - FRONT=20ft, REAR=15ft, SIDE=5ft, SIDE
STREET=5ft, COLLECTOR SIDE STREET=10ft, WAYFINDING AND
MONUMENT SIGNS.

TRACTS C&F - RESIDENTIAL SINGLE FAMILY (RS-6) DISTRICT 6 ZONING WITH ALLOWANCE FOR: MIN.
LOT AREA =4,500sf, MIN. LOT WIDTH=50ft, MIN. BLDG. SETBACKS -
FRONT=20ft, REAR=15ft, SIDE=5ft, SIDE STREET=5ft, COLLECTOR SIDE
STREET=10ft, WAYFINDING AND MONUMENT SIGNS.

TRACT D - RESIDENTIAL SINGLE FAMILY (RS-6) DISTRICT 6 ZONING WITH ALLOWANCE FOR: MIN. LOT
AREA =4,500sf, MIN. LOT WIDTH=50ft, MIN. BLDG. SETBACKS -
FRONT=20ft, REAR=15ft, SIDE=5ft, SIDE STREET=5ft, COLLECTOR SIDE
STREET=10ft, WAYFINDING AND MONUMENT SIGNS.

TRACT E - GENERAL COMMERCIAL (GC) DISTRICT AND RESIDENTIAL MULTI-FAMILY (MF) DISTRICT.

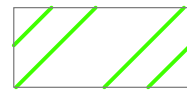
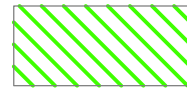
Caldwell Road

TRACT "F"

JOLLY ROGERS ROAD

WATER CREST RANCH

(PLANNED DEVELOPMENT)

-  - PROPOSED BOULEVARD STREET
WITH LANDSCAPED MEDIANS.
-  - PROPOSED POND, LANDSCAPED
AREA OR PARK.

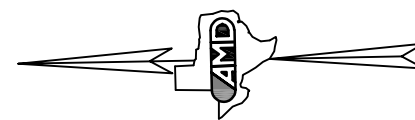
SEE ATTACHED METES AND BOUNDS
DESCRIPTIONS FOR TRACTS A-E
(TRACT 1)



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity



JOB NUMBER: 220209

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ELS/OG



PLANNED DEVELOPMENT AMENDMENT

Case: Z-2025-41

Owner: West Texas Land Guys, LLC

Applicant: Staci Heuvel

Request: Amend the terms and conditions of PDD-177

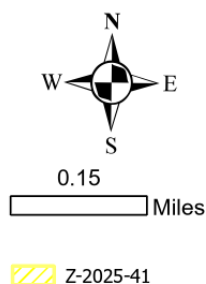
Location: 3700-4000 blocks of Caldwell Road & the 4200 block of W Lake Road

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: November 4, 2025

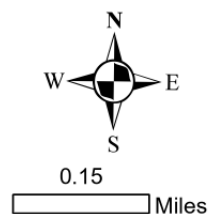
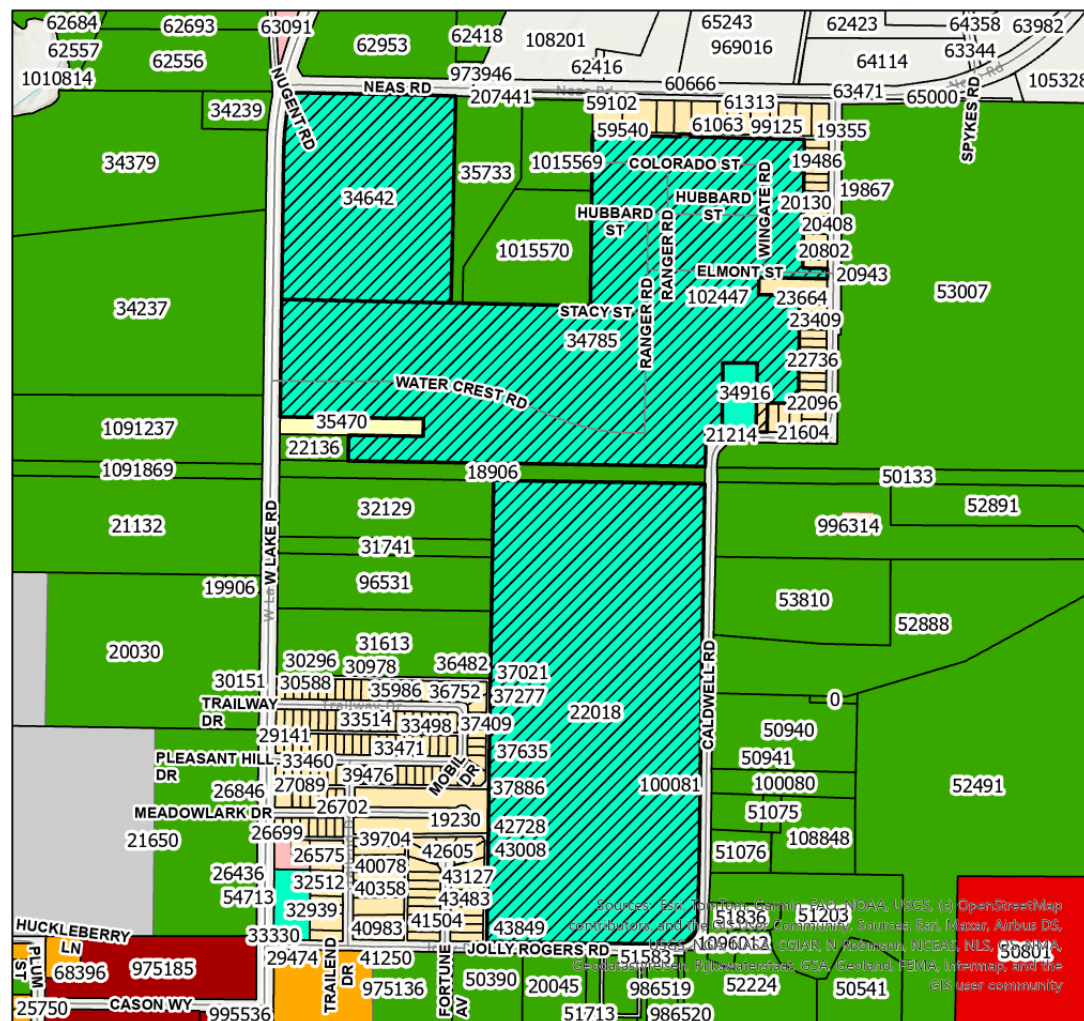
Council Hearing: November 6, 2025
November 20, 2025







ZONING MAP

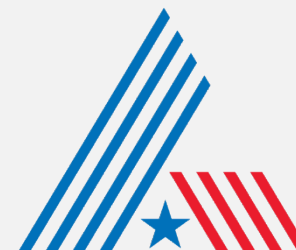
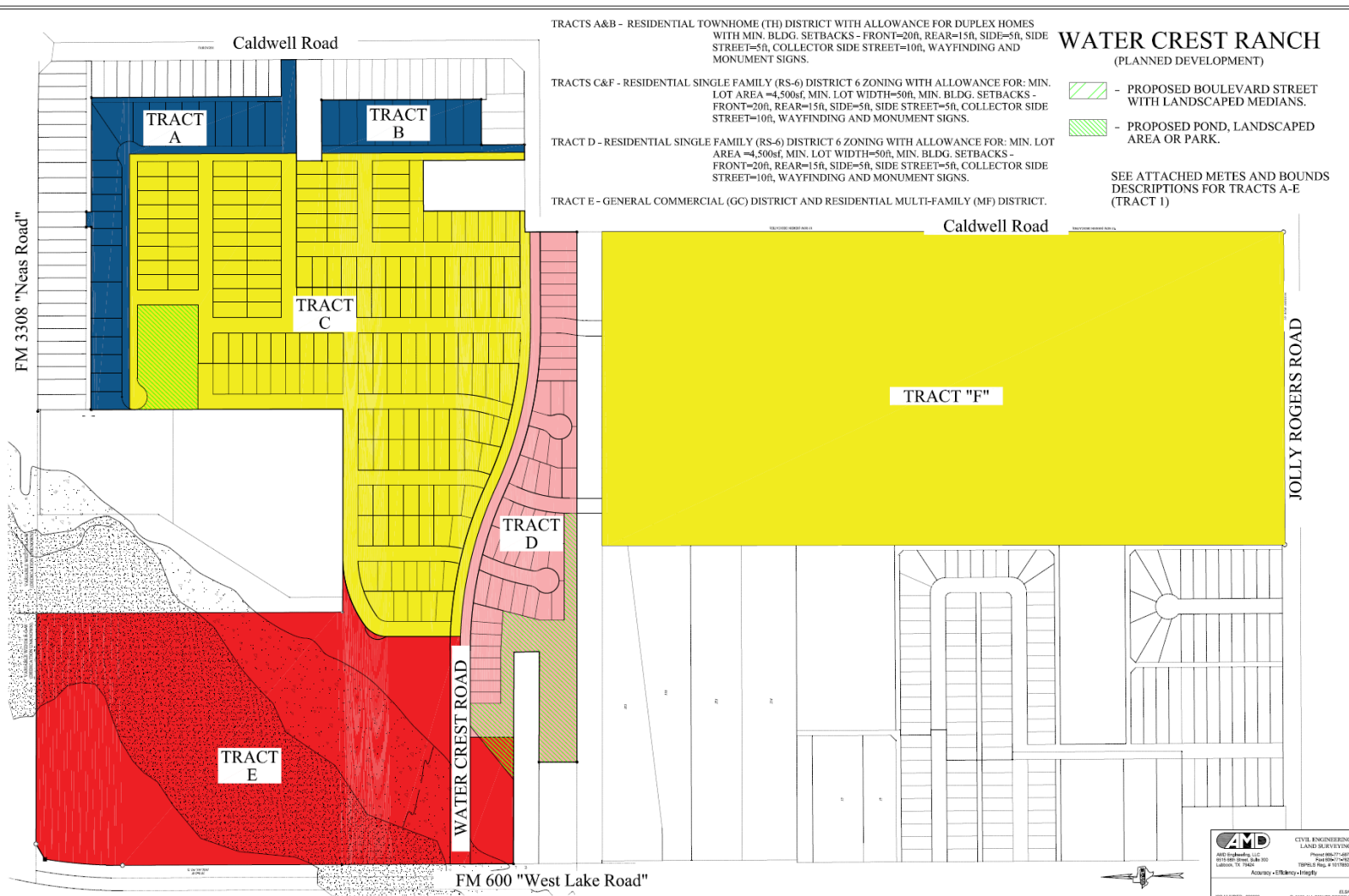


- ▨ Z-2025-41
- Zoning Districts**
- AO
 - GC
 - HC
 - LI
 - MD
 - MH
 - NR
 - PD
 - RS-12





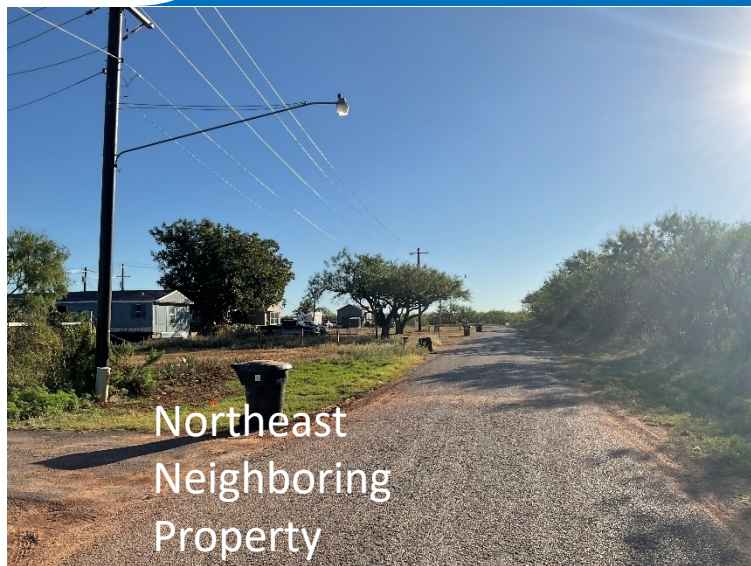
CONCEPT PLAN



CITY OF
ABILENE
TEXAS



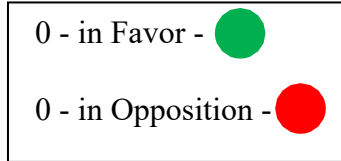
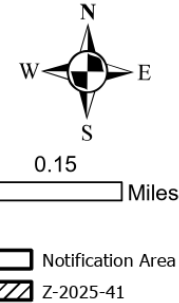
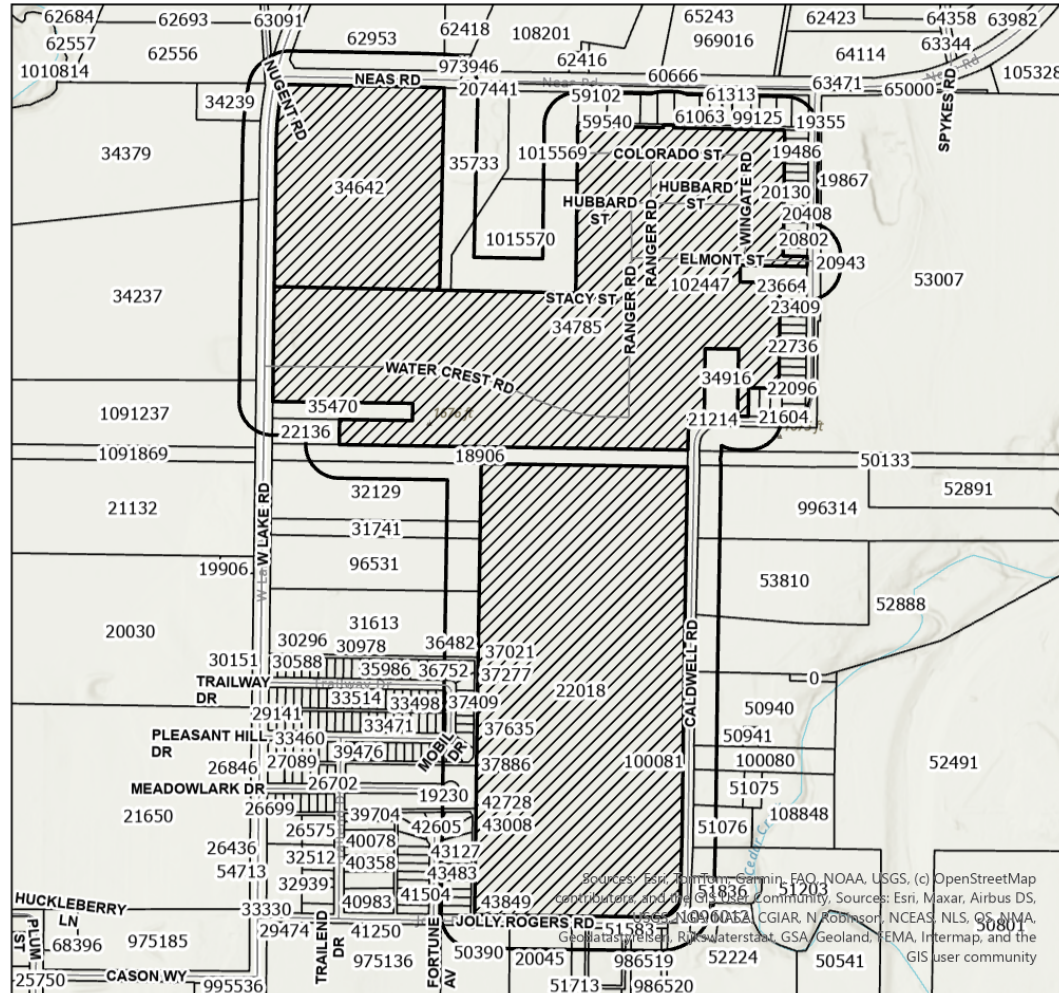
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP





FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z recommends **approval with the following conditions:**
 - For Tracts A, B, C, D, & F
 - Local street setback: 10'
 - Collector street setback: 15'





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute an Oil & Gas Drilling Permit with Teal Exploration, LLC, Permit No. 903971 (Max Johnson)

GENERAL INFORMATION

Chapter 21, Oil and Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits. As part of the review process, the City Council is to conduct a public hearing and then approve or deny the permit.

Teal Exploration, LLC of Abilene, Texas, has submitted an application to drill the "Pollard No. 1" well on property owned by Thomas M. Morgan, located southeast of Jolly Rogers Road and Caldwell Road, as shown on the attached map. This well is being drilled under the applicant's 15 acre "Pollard No. 1 Lease".

This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed drill site have been notified of this application and of the City Council meeting to consider its approval, as required by City ordinance.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Because all prerequisites and requirements of Chapter 21, Oil and Gas; have been met, including no anticipated adverse effect on the health, safety and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the City Manager to execute permit # 903971 for Teal Exploration, LLC.

ATTACHMENTS:

1. Resolution
2. Drilling Permit Application
3. Site Map
4. 500 Ft Notification Radius
5. Drilling Permit SLIDE PRESENTATION - 10-24-2025

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE OIL & GAS DRILLING PERMIT
WITH TEAL EXPLORATION, LLC, PERMIT NO. 903971**

WHEREAS, Chapter 21, Oil & Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits; and

WHEREAS, Teal Exploration, LLC has submitted an application to drill the “Pollard No. 1” well; and

WHEREAS, this application has been reviewed and approved by City Staff and all owners of real property within 500 feet of the proposed drill site have been notified of this application.

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

PART 1: That the City Manager is hereby authorized to execute the Oil & Gas Drilling Permit with Teal Exploration, LLC “Pollard No.1”, Permit No. 903971

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

ADOPTED this 6th day of Nov, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



APPLICATION/PERMIT TO DRILL AND/OR OPERATE
AN OIL AND/OR GAS WELL

Bond/Letter of Credit # See Exhibit 4 RRC Permit # 903971

1. Date 11/13/2024 Lease Name & Well No. : Polard #1
2. Applicant/Permit Holder Teal Exploration, LLC
Address 1025 Oak Street, Abilene, TX 79602

Phone 325-232-5829
3. Local 24 hour phone contact, in case of emergency:
Name Koby Killion
Phone 254-522-5829
4. Legal description of drill site including copy of survey by licensed surveyor: Survey plat should show the locations of any buildings, type of construction and use, including residences, within 200 feet of proposed drill site, and flood zone elevation lines (lines of 100 year floodplain and floodway) in relation to the proposed drill site. The survey plat should also include a statement that the drill site is located within the city limits of the city of Abilene. The city limits line should be indicated on the survey plat if within the survey boundary, or a statement should be included indicating the distance to the closest point of the city limits line.
5. Applicant IS/ X **IS NOT** requesting a variance, per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of any existing building or buildings.

The proposed well location IS/ X **IS NOT** within 200 feet of any residence or residences. If the proposed well location IS within 200 feet of any residence or residences, applicant should attach a list of the names of the owners of each residence corresponding to each address lying within a 200 foot radius of the proposed well location, indicating their approval/disapproval of the proposed well location.

The notarized written consent of the owner of each residence within a 200 foot radius of the proposed well location should be attached to this application.

Applicant should also attach copies of documentation of any granted exceptions to the Railroad Commission's statewide spacing rules that apply to the proposed well.
6. Proposed date to commence drilling Upon approval of permit

The height of the rig used to drill/re-enter this well will be approximately 100' feet.
7. Proposed depth of well 2000'

This well is planned/anticipated to be primarily an **OIL** X or **GAS** well.
8. Attached as **EXHIBIT 1** the names of the (a) Surface owners
(b) Mineral owners
(c) Royalty owners
9. Attached as **EXHIBIT 2** approved Railroad Commission Form W-1 including required plat of lease, and Groundwater Protection Determination letter from the Groundwater Advisory Unit of the Texas Railroad Commission.

10. Attached as **EXHIBIT 3** a Certificate of Insurance evidencing the applicant as insured under the following:

<u>Type</u>	<u>Amount</u>
(1) Workers Compensation (where Required by State law) Employer's Liability	Statutory \$100,000
(2) Comprehensive General Public Liability to include (but not Limited to):	\$1 million – per Occurrence for Property Damage OR Combined single limit million – Per Occurrence
a) Premises/Operations	
b) Independent Contractors	
c) Personal Injury Liability	
d) Products/Completed Operations	
e) Contractual Liability	
f) Coverage for Explosion, Collapse, and Underground Property Damage (to include seepage, pollution and contamination coverage)	

Said Insurance Policy must insure all activities contemplated under this permit application and must be in effect at all times during production operations. The City must be notified 30 days prior to cancellation of insurance coverage and City shall be named as additional insured.

11. Indemnity

A. Definitions

For the purpose of this section the following definitions apply:

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

“Applicant/Permit Holder’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Applicant/Permit Holder.

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

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

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

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

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

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

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

B. Indemnity

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

The Applicant/Permit Holder is an independent Applicant/Permit Holder and is not, with respect to its acts or omissions, an agent or employee of the City.

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

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

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

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

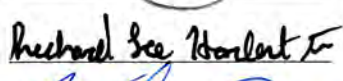
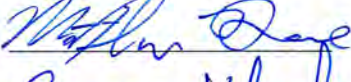
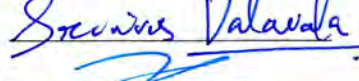
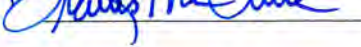
12. Attached as **EXHIBIT 4** - \$10,000 performance bond or an Irrevocable Letter of Credit from a Federally insured bank to meet the performance payment, penalty, abandonment and other provisions as required by City Council and by the Oil/Gas Ordinance, Chapter 21 of the City Code of Ordinances (This amount may be raised in appropriate circumstances).
13. Attached as **EXHIBIT 5**, Applicant's/Operator's Emergency Response Plan, detailing emergency contact names and phone numbers, and procedures to be followed in the event of a pressure kick, blowout or other drillsite emergency.
14. Special requirements for this permit, if any, as set by City Council (drill site lighting, pits/tanks, hours of operation, fencing, buried lines, approved truck routes, noise buffers, pump type, etc.). Attachment [Exhibit A](#).
15. The City of Abilene has required standards for drilling and production as provided by Chapter 21, Oil and Gas, of the City Code of Ordinances. Applicant/Permit Holder shall observe and obey all federal, state, and local laws and regulations. Violation of these or any requirements imposed by ordinance or the City Council will result in the termination of the permit.
16. By signing this application/permit, Applicant/Permit Holder certifies that he has read and agrees to comply with Chapter 21, Oil and Gas, of the City Code of Ordinances.
17. THIS PERMIT EXPIRES SIX (6) MONTHS FROM THE DATE OF CITY COUNCIL APPROVAL. Actual drilling must commence within six (6) months from that date. Cessation of drilling or production for thirty (30) days shall cancel this permit.
18. If the City owns any mineral interest in the location of the proposed well, this permit is subject to compliance with an oil and gas lease obtained from the City.

19. The City Land Agent's office shall be notified prior to commencement of drilling operations.
20. If operation of the well is transferred, the City shall be notified in writing thirty (30) days prior to the transfer of the lease.
21. Applicant/Permit Holder shall make full payment for any and all damages or losses to City's Surface Lessee if the property is City owned, which shall include but not be limited to damages to and/or loss of crops, livestock, or improvements or a part thereof which loss may be the result of the Applicant's/Permit Holder's negligence or use of land.
22. This Application, upon approval, shall become the Drilling Permit.

THIS PERMIT IS NOT TRANSFERRABLE OR ASSIGNABLE

Signature:

Date:

	Review & Approval of Airport Director	<u>9/23/2025</u>
	Review & Approval of City Engineer	<u>9/30/2025</u>
	Review & Approval of Water Director	<u>9/30/2025</u>
	Review & Approval of Stormwater Administrator	<u>10/01/2025</u>
	Review & Approval of City Attorney	<u>10/01/2025</u>
	Review & Approval of Land Agent	<u>10/01/2025</u>

This permit issued this _____ day of _____ 20__.

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

City Seal:

Teal Exploration, LLC

Applicant/Permit Holder

By:

Koby Killion - Manager

Title

ATTEST: (If Corporation)

Secretary

Corporate Seal

EXHIBIT A

SPECIAL REQUIREMENTS

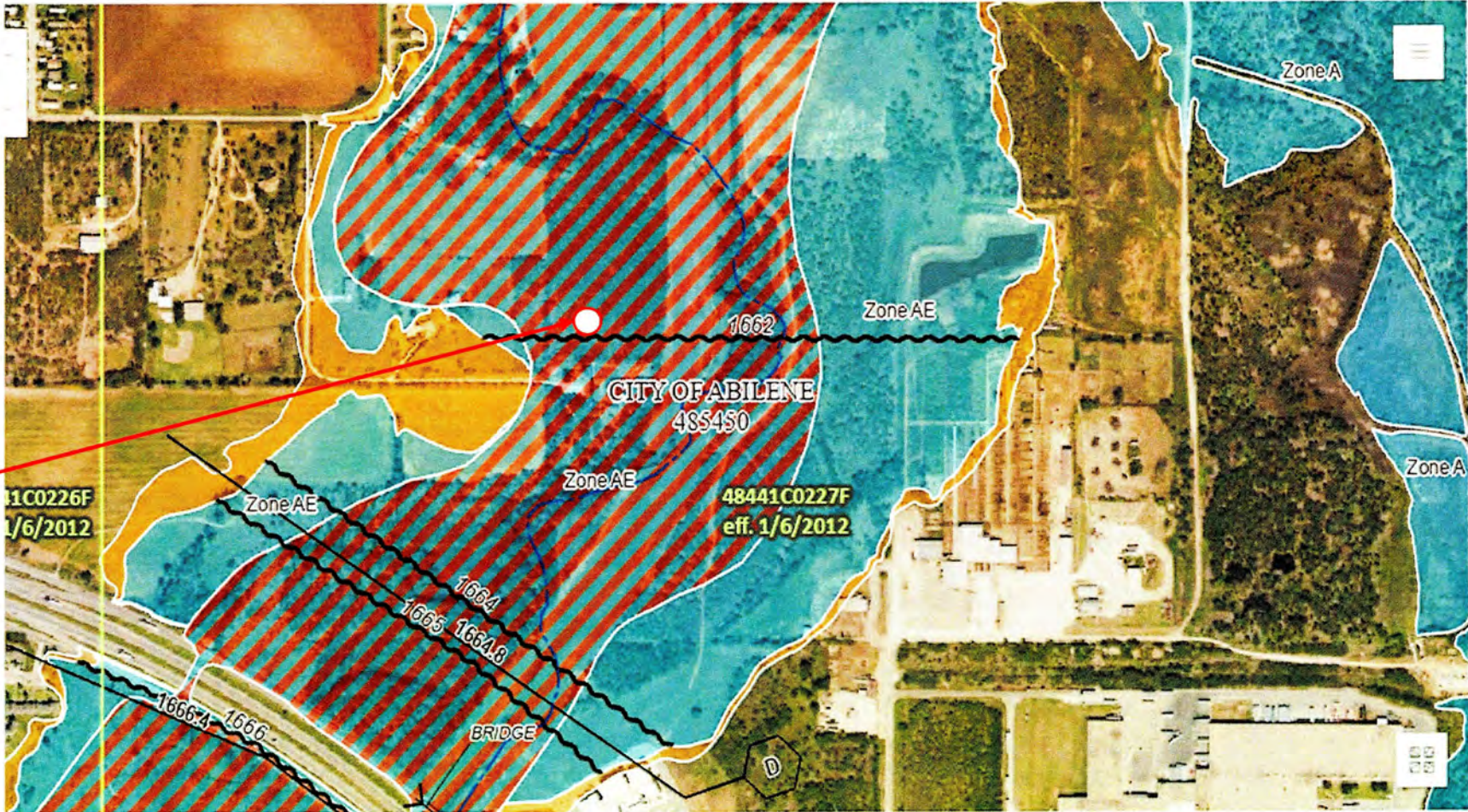
TEAL EXPLORATION, LLC

POLLARD #1

1. DURING SITE PREPARATION AND DRILLING ACTIVITIES, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN TEMPORARY SECURITY FENCING AND EMPLOY ANY OTHER NECESSARY, REASONABLE, AND PRUDENT SECURITY MEASURES, IN ORDER TO RESTRICT OPEN PUBLIC ACCESS TO THE SITE.
2. IF OIL PRODUCTION IS OBTAINED FROM THIS WELL, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN ADEQUATE & PERMANENT SECURITY FENCING AROUND THE PUMPING UNIT/WELLSITE FOR THE LIFE OF THIS WELL, INCLUDING THE TANK BATTERY. THE APPLICANT/PERMITTEE/OPERATOR AGREES TO EMPLOY ALL NECESSARY, REASONABLE, AND PRUDENT MEASURES TO RESTRICT OPEN PUBLIC ACCESS TO THE PUMPING UNIT, WELLSITE AND TANK BATTERY LOCATION.
3. BECAUSE THIS WELL IS LOCATED WITHIN THE FLOODWAY OF CEDAR CREEK, A FLOODPLAIN/FLOODWAY ANALYSIS WAS REQUIRED TO BE PERFORMED FOR THE WELL LOCATION AND A FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT WAS REQUIRED FOR THE LOCATION. ATTACHED TO AND MADE PART OF THIS PERMIT IS THE APPROVED FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT DATED 8-27-2025. THE CONDITIONS AND REQUIREMENTS OF THE APPROVED FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT MUST BE MET AND FOLLOWED FOR THIS WELL LOCATION.
4. BECAUSE THE DRILLSITE IS LOCATED WITHIN A F.E.M.A. SPECIAL FLOOD HAZARD AREA, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO USE MOBILE STEEL TANKS (PITS) FOR THE CUTTINGS FROM THE WELLBORE. EARTHEN PITS WITH BERMED WALLS MAY BE USED FOR THE DRILLING MUD AND WATER BUT MUST BE LINED.
5. THE CITY OF ABILENE LAND MANAGEMENT OFFICE MUST BE NOTIFIED AT LEAST TWO BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF DRILLING OPERATIONS.

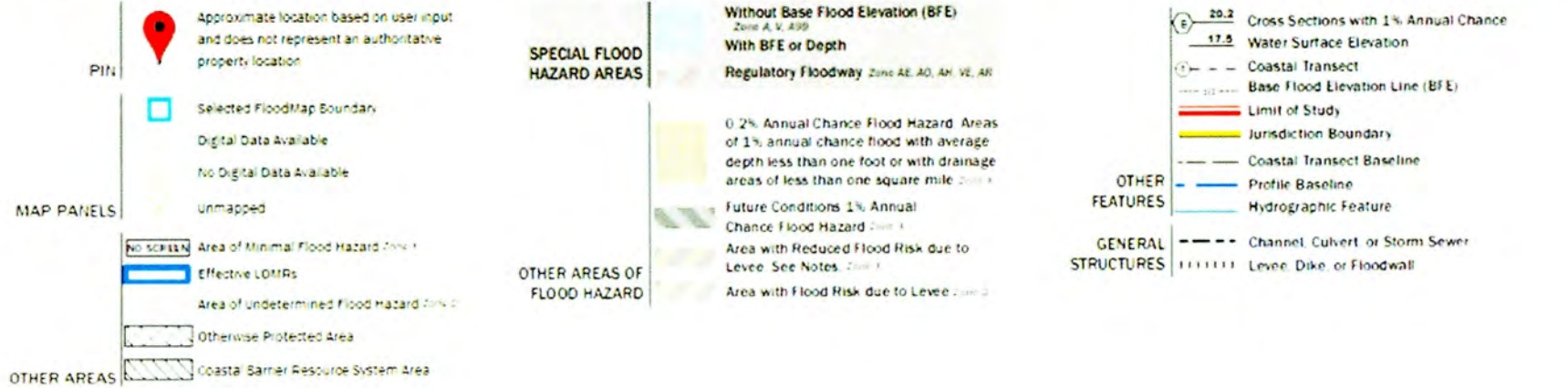
EXHIBIT A

FEMA Flood Map
Teal Exploration Inc.
Pollard #1 Location



USGS The National Map: Orthoimagery. Data refreshed June, 2024

Powered by Esri



FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT/APPLICATION

Application No. _____ Date: 8/27/2025

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Land Development Code and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Texas.

<u>Teal Exploration, LLC</u>	<u>08/22/2025</u>	<u>Teal Exploration, LLC</u>	<u>08/22/2025</u>
Owner or Agent	Date	Builder	Date
<u>1025 Oak Street, Abilene, TX 79602</u>		<u>1025 Oak Street, Abilene, TX 79602</u>	
Address		Address	
<u>325-232-8965</u>		<u>325-232-8965</u>	
Phone		Phone	

SITE DATA

- Legal Description: Texas and Pacific Rail Company Survey, Block 14, Section 83, Abstract No. 389
Street Address Jolly Rogers Addition, FM 600 North / Property ID 50541
- Type of Development: Filling ☒ Grading _____ Excavation _____ Minimum Improvement ☒
Routine Maintenance _____ Substantial Improvement _____ New Construction ☒ Other _____
- Description of Development: Installation of (1) oil well pumping unit above grade and related misc. piping/equipment. pumping unit pad will constructed with limestone base/concrete such that the pumping unit is at least 1-ft above BFE.
- Premises: Structure Size 20 ft. By 20 ft. Area of Site Approx 400 sq. ft.
Principal Use Oil production/transportation Accessory Uses (storage, parking, etc.) N/A
- Value of Improvement (fair market) \$ N/A Pre-Improvement/Assessed Value of Structure N/A
- Property Located in a Designated FLOODWAY? Yes ☒ No _____

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOODWAY ELEVATIONS.

- Property Located in a Designated Floodplain FRINGE? Yes _____ No ☒
- Elevation of the 100-Year Flood (ID source) Effective Flood Insurance Study (FIS) (2012) - 1661.71 NGVD/NAVD
- Elevation of the Proposed Development Site 1663.03 (minimum) NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement Structure(s) elevated minimum of 1-ft above the BFE - 1662.71 NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) N/A
- Other Permits Required?

Corps of Engineer 404 Permit:	Yes _____	No ☒	Provided _____
State Department of Natural Resources 401 Permit:	Yes _____	No ☒	Provided _____
Environmental Protection Agency NPDES Permit:	Yes ☒	No _____	Provided _____

All Provisions of Ordinance Number 32.11.5 LDC, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 27 Day of August 20 25

Signature of Developer/Owner _____ Authorizing Official _____
Michael Miller, CFM, Floodplain Administrator
 Print Name and Title _____

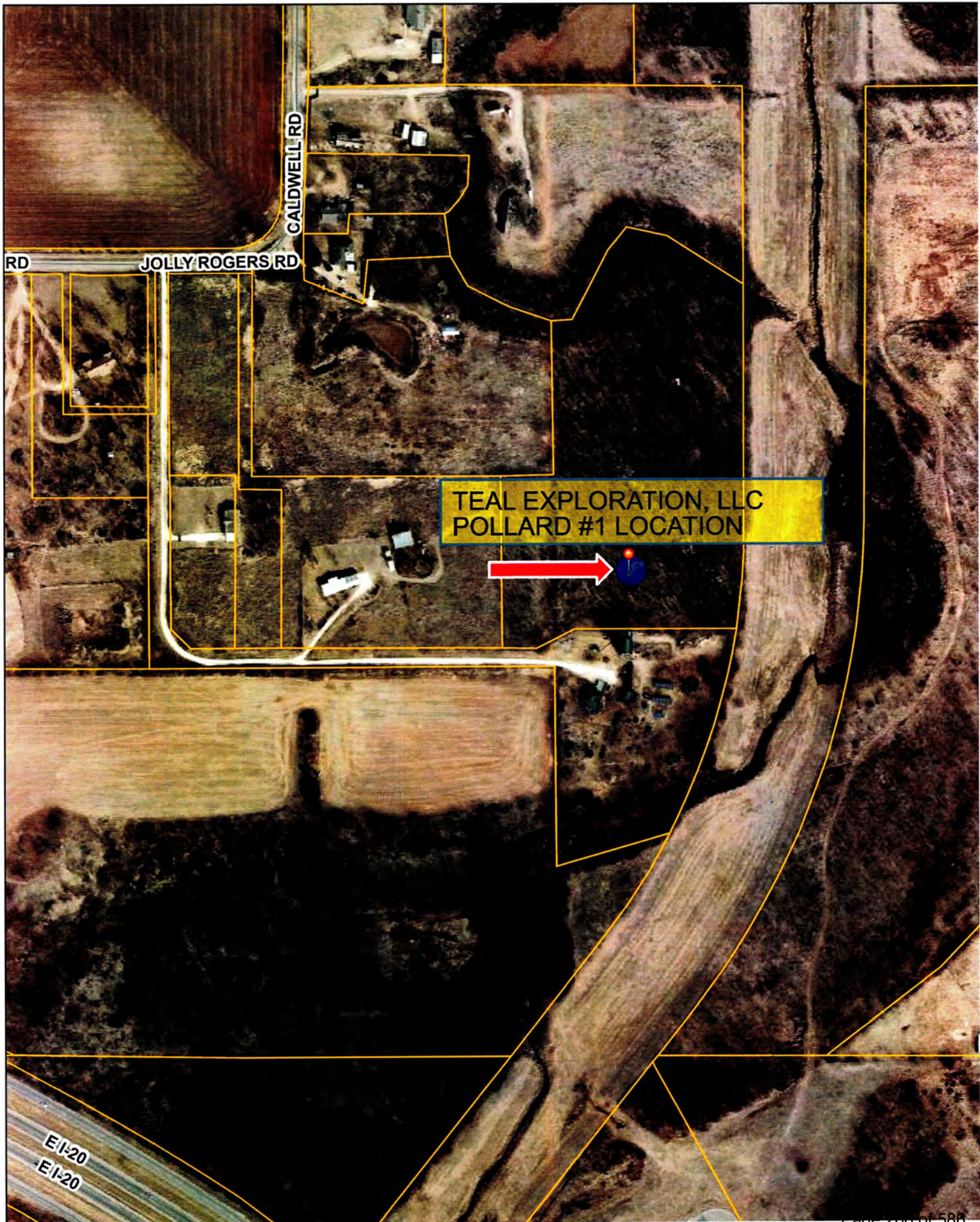
THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED 1 FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITON THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

*The flood proofing requirement was waived by the Board of Adjustments.

(CITY OF ABILENE)
November 9, 2011

ArcGIS Web Map



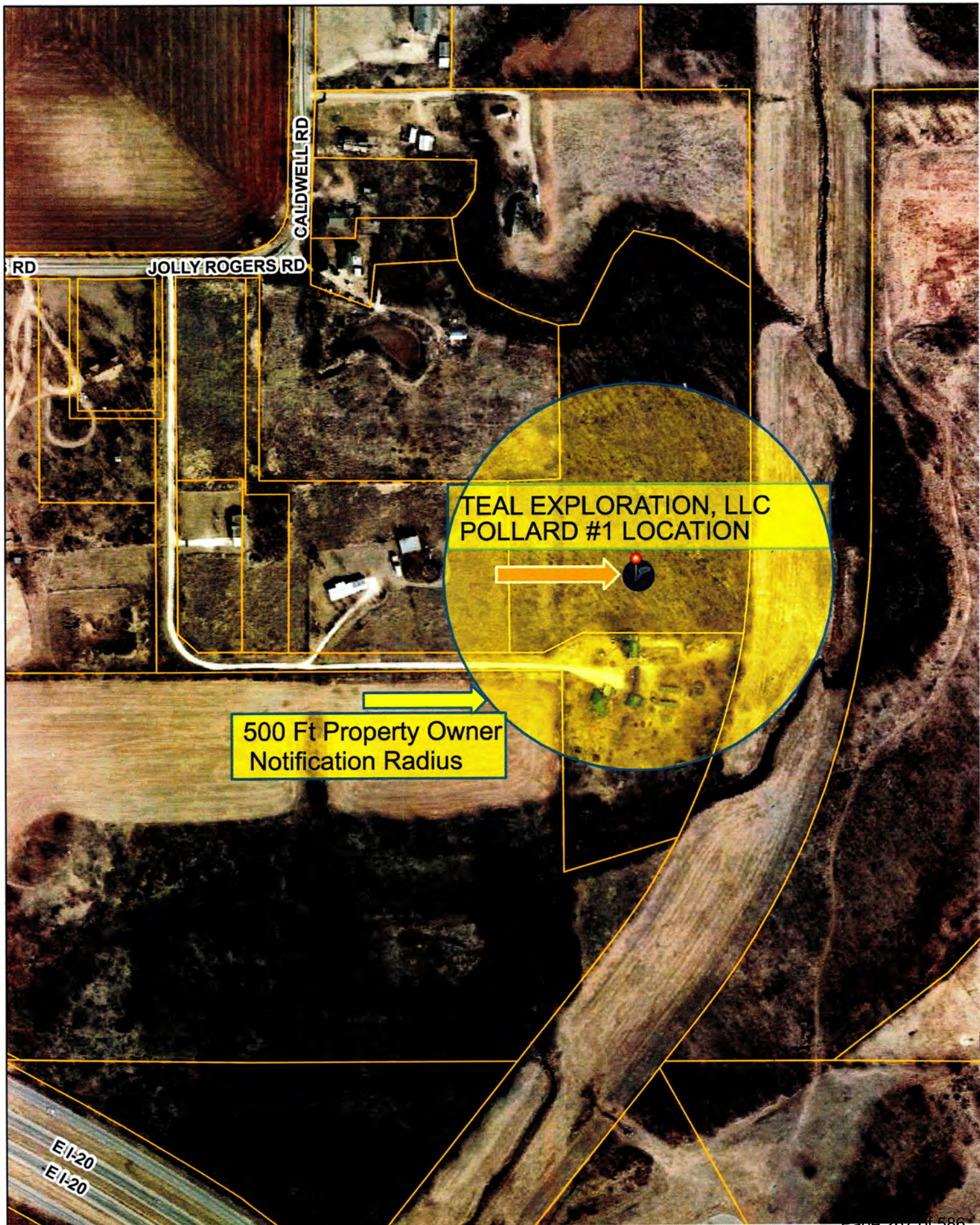


EXHIBIT 1

(City of Abilene – Pollard #1)

Surface Owner:

Tracy Brandon Pollard
742 Key Ln.
Abilene, TX 79602

Mineral/Royalty Owners:

SEE ATTACHED LIST

EXHIBIT 1

(City of Abilene – Pollard #1)

Surface Owner:

<u>Last / Entity</u>	<u>First</u>	<u>Street</u>	<u>City / State</u>	<u>Zip</u>
Estate of Morgan, dec'd -Pollard	Thomas M. -Traci B.	742 Key Ln.	Abilene, TX	79602

Mineral/Royalty Owners:

<u>Last / Entity</u>	<u>First</u>	<u>Street</u>	<u>City / State</u>	<u>Zip</u>
Griffin	Joseph S.	14736 SW 111 Terrace	Miami, FL	33196
Griffin	Louis E.	1151 Fern Creek Dr.	Bogart, GA	30622
Strawn	Martha H.	3783 Ingold St.	Houston, TX	77005
Judson	David R.	5718 Ariel St.	Houston, TX	77096
Judson	John E.	255 S Williamsbury Rd.	Bloomfield Hills, MI	48301
Judson	Richard S.	10601 Winding Wood Tr.	Raleigh, NC	27613
Judson	Paul R.	210 Arizona Ln.	Huntsville, TX	77320
Downing A. Bolls, Jr. -Andrews -Andrews -Cox -Harris	Receiver, Judge -Grady -Daisy B. -Florence L. -John L.	350 th District Court Taylor County, Texas 300 Oak St., Suite 404	Abilene, TX	79602
Graves	Elizabeth A.	5656 Sherry Ln., Ste. 1820	Dallas, TX	75225
Oliver-Pickett	Cheryl K.	16855 SW Springwater Ln.	Beaverton, OR	97006
Foster	William R. (Jr.)	1515 Pack Cove	Lowell, AR	72745
Strickland	Katherine M.	3406 East 5 th Street	Austin, TX	78702
Patton	George E.	3505 Trinity Meadows	Midland, TX	79707
Patton	William L.	333 Branch Oak Way	Shavano Park, TX	78230
Patton	Winston C. (Jr.)	6605 FM 1886	Azle, TX	76020
Wilkins	Dee A.	405 Boulder Drive	Kingsland, TX	78639
Wilkins	Charles R.	27111 Sonata Creek Ln.	Cypress, TX	77433
Cone	Marilyn J.	P.O. Box 644244	Lubbock, TX	79464
Wilson	Jeffrey D.	15134 Blakehill Dr.	Frisco, TX	75035
Brydson	Patricia A.	115 Sunset Circle	Burnet, TX	78611
Sylvan	Tiffany G.	7704 E Bayaud Ave.	Denver, CO	80230
Schomburg	Kelly K.	1741 Dumbarton St.	McLean, VA	22101
Cheryl Wilson Trust	Regions Bank, Trustee	P.O. Box 2020	Tyler, TX	75710
Shudde	Neal W.	10618 Piping Rock Ln.	Houston, TX	77042
Skelton	Corinne A.	825 S. Oak St.	Bellville, TX	77418
Moses	Sharon C.	1521 Rice Road, Apt. F 102	Tyler, TX	75703
Magee	Lee Holt (III)	1043 CR 321	Glen Rose, TX	76043
Hoppe	Robert H.	1902 Campbell Drive	Abilene, TX	79602
Bell	Douglas E.	P.O. Box 832021	Richardson, TX	75083
Buffy Energy, LLC	C/O Janet K. Baxter	P.O. Box 1649	Austin, TX	78703
Blairbax Energy, LLC	C/O Abbie Blair Baxter	815-A Brazos St. #491	Austin, TX	78701
Baxsto, LLC	C/O Ashley Stout	P.O. Box 302857	Austin, TX	78703
Scarborough, deceased -Scarborough, Trustee	Estate of Charles -Candy (Widow)	726 Amarillo St.	Abilene, TX	79602
Kingfisher Resources Land Management, LLC	C/O Wm. H. Aycock	P.O. Box 355	Abilene, TX	79604
Estate of Morgan, dec'd -Pollard	Thomas M. -Traci B.	742 Key Ln.	Abilene, TX	79602

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

EXHIBIT 2

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 903971	DATE PERMIT ISSUED OR AMENDED Nov 13, 2024	DISTRICT * 7B		
API NUMBER 42-441-34715	FORM W-1 RECEIVED Nov 12, 2024	COUNTY TAYLOR		
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 15		
OPERATOR TEAL EXPLORATION, LLC 1025 OAK ST ABILENE, TX 79602-0000 840876		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (325) 677-3545		
LEASE NAME POLLARD		WELL NUMBER 1		
LOCATION 3.4 miles NE direction from ABILENE		TOTAL DEPTH 2000		
Section, Block and/or Survey SECTION ◀ 83 BLOCK ◀ 14 ABSTRACT ◀ 389 SURVEY ◀ T&P RR CO				
DISTANCE TO SURVEY LINES 3408 ft. W 1281 ft. S		DISTANCE TO NEAREST LEASE LINE ft.		
DISTANCE TO LEASE LINES 340 ft. W 150 ft. S		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below		
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *				
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE	WELL # NEAREST WE	DIST
----- WILDCAT POLLARD	15.00	2,000	1 0	7B
----- CALDWELL RANCH POLLARD	15.00	2,000	1 0	7B
----- TAYLOR COUNTY REGULAR POLLARD	15.00	2,000	1 0	7B
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.				

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

EXHIBIT 2

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FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME		ACRES DEPTH WELL # DIST NEAREST LEASE NEAREST WE
This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The groundwater determination is known in this area please use the existing determination letter GAU# 176782. There is no requirement to order a determination within these designated abstracts and no refunds will be given should you choose to place an order.		

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

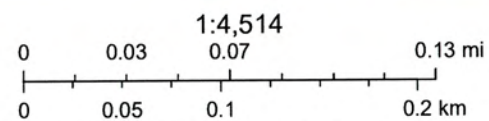
TAYLOR (441) County

Formation	Remarks	Geological Order	Effective Date
COLEMAN JUNCTION	corrosive, SW flow	1	12/17/2013
FLIPPEN	disposal	2	12/17/2013
UNIDENTIFIED-COUNTY REGULAR	disposal	3	12/17/2013
SADDLE CREEK	disposal	4	12/17/2013
COOK	disposal	5	12/17/2013
HOPE LIME	disposal	6	12/17/2013
KING SAND	disposal	7	12/17/2013
CISCO	disposal	8	12/17/2013
SWASTIKA	disposal	9	12/17/2013
PALO PINTO LIME	disposal	10	12/17/2013
CANYON REEF	disposal	11	12/17/2013
HOPE SAND	disposal	12	12/17/2013
ELLENBURGER	disposal	13	12/17/2013
CAMBRIAN SAND	disposal	14	12/17/2013

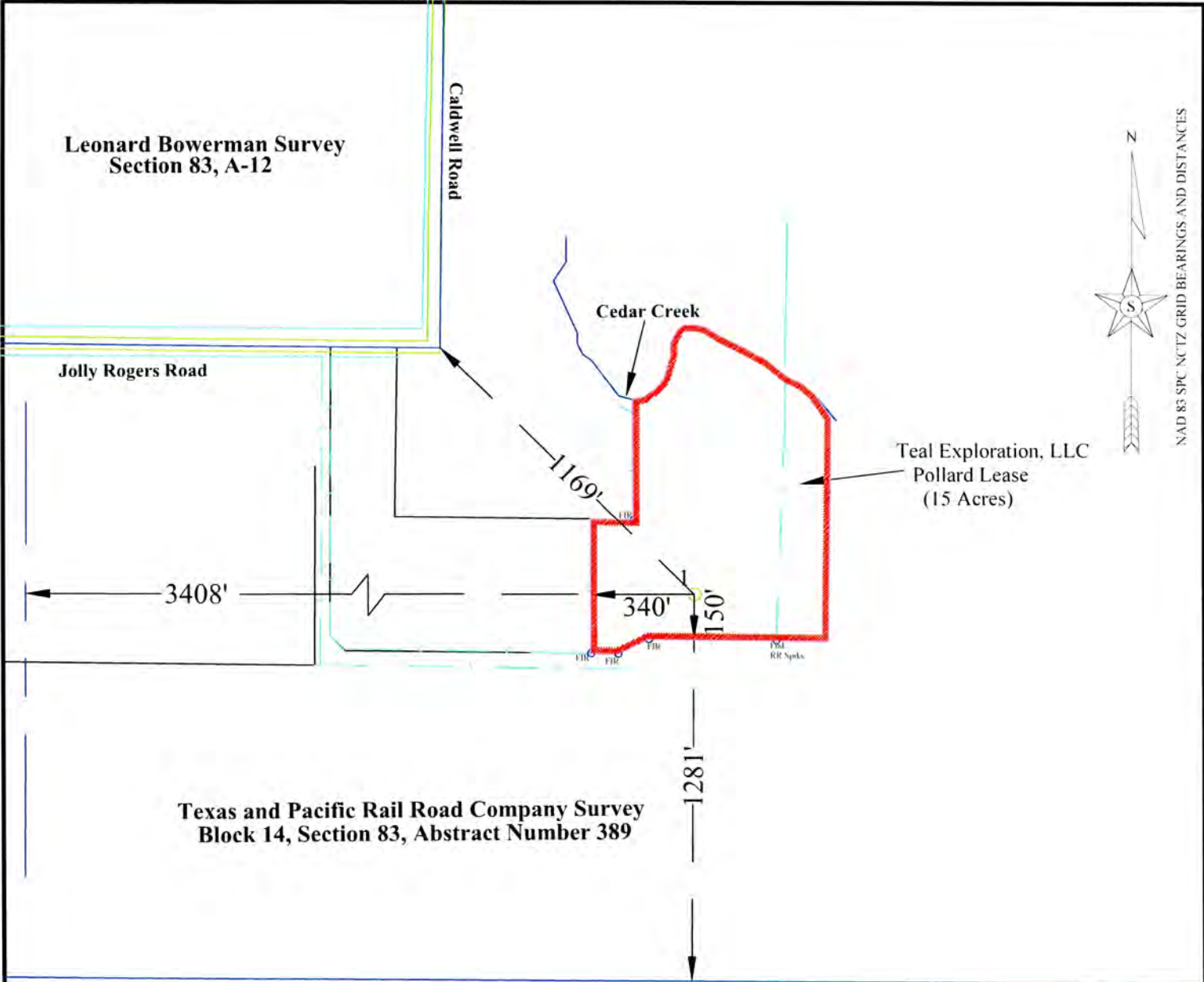
The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>



April 8, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



LOCATION IS 3.4 MILES NORTHEAST OF ABILENE, TX
1281' FSL & 3408' FWL & 1169' FROM NEAREST POINT OF THE
T.&P.R.R.Co. SY., BLK. 14, SECTION 83, A-389
340' FWL & 150' FSL OF THE LEASE
NAD 83 N:6864295 E:1594826 NCTZ
NAD 27 X:1318142 Y:307595 NCTZ
NAD 83 LAT. 32.492563° LONG. -99.711984°
NAD 83 LAT. 32°29'33.23" LONG. -99°42'43.14"
ELEVATION:1657'

EXHIBIT 2

- 1. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR LEASE LINES, EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE CONVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE. CONTRACTORS ARE RESPONSIBLE FOR LOCATING ALL EASEMENTS
- 2. THE ABOVE SKETCH REPRESENTS THE LOCATIONS AS STAKED ON THE GROUND AND IS FOR PERMIT PURPOSES ONLY. THE LEASE OUTLINE IS BASED ON RECORD DATA PROVIDED BY THE CLIENT
- 3. NOTE: FOR SURVEY CONSTRUCTION, CORNER DESCRIPTIONS AND RECORD REFERENCES, SEE SUPPORTING DOCUMENTS IN FILE
- 4. ANY ALTERATIONS MADE TO THIS PLAT BY ANY MEANS, MAKES IT NULL AND VOID AND REMOVES ANY LIABILITY TO THE SURVEYOR AND THIS COMPANY
- 5. BASIS OF BEARINGS NAD83 GRID NORTH

TEAL EXPLORATION, LLC
POLLARD LEASE
#1 LOCATION

OWEN SURVEYING CO.
FIRM #10069000 WWW.OWENSURVEYING.COM
110 W ELLIOTT ST., BRECKENRIDGE, TX 76424
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

LOCATION PLAT: TAYLOR COUNTY		
DRAWN BY: MD CHECKED BY: EB		
Scale 1"=500'	Date 08 October 2024	Print Number TAY-90L1

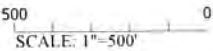


EXHIBIT 3

Certificate of Liability Insurance

EXHIBIT 4

A \$10,000 Performance Bond or Irrevocable Letter of Credit will be provided by the Applicant/Permit Holder upon approval/granting of the permit by City Council, as allowed by the City's Oil and Gas Ordinance, Chapter 21, Section 21-32. **The drilling permit will not be issued and drilling operations shall not be allowed to commence until the required Performance Bond or Irrevocable Letter of Credit, conditioned to fully comply with Chapter 21, Section 21-32 of the Oil and Gas Ordinance, is provided.**

TEAL EXPLORATION, LLC

Operator No. - 840876

POLLARD #1

EMERGENCY RESPONSE PLAN

TRRC Permit No. – 903971

API No. – 42-441-34715

Surface Hole Location: 1281' FSL & 3408' FWL

T&P RR CO SURVEY, BLK 14, SECTION 83

Abstract-389

Taylor County, Texas

Projected TD: 2,000' MD / 2,000' TVD

Primary Objectives: Permian/Penn Sands

Directions:

From the intersection of IH-20 (north access road) & W Lake Rd. Go north .27 miles to Jolly Rogers Rd. Go east on Jolly Rogers Rd .42 miles. Go south on caliche road .19 miles, go east on caliche road .17 miles. Go north northeast approximately 400' to rig.

EMERGENCY CONTACT LIST

Operator:	TEAL EXPLORATION, LLC 1025 Oak Street Abilene, TX 79602	(325) 232-8965
	Koby Killion (Primary Contact) Vance Long	(254) 522-5829 (325) 665-4080
Regulatory:	Texas Railroad Commission, District 7B RRC Operator #: 903971 API #: 42-441-34715 Drilling Permit #: 903971 Well Elevation: 1,657' GL Surface Hole Location: 1281' FSL & 3408' FWL Bottom Hole Location: Same – Vertical Well Latitude/Longitude : NAD 83 LAT. 32.492563° LONG. -99.711984°	(325) 677-3545
Surface Info:	Landowner Contact: Tracy Brandon Pollard	325-829-9965
Emergency Info:	Dial 911 for Emergency Taylor County Sheriff Abilene Fire Department Abilene Police Department Taylor County Highway Patrol RRC 24 Hr Emergency Hotline Wild Well Control	 (325) 674-1301 (325) 676-6676 (325) 673-8331 (325) 795-4012 (512) 463-6788 Or (844) 773-0305 (281) 784-4700
Drilling Contractor:	Blue Delta Drilling Robert Cauble – Operations Manager	(325) 762-0089

EMERGENCY PROCEDURES

Blowout While Drilling/On Bottom:

1. Space out the drill string and sound the alarm
 - a. Position the Kelly or top drive so that no tool joints are in the blowout preventors (BOPs)
 - b. If possible, have the uppermost tool joint at connection height above the rotary table/rig floor
2. Shut down the rotary/top drive and the pumps
 - a. Stop rotating
 - b. Stop the mud pumps
3. Check for well flow. If well is flowing, continue with Step #4
4. Shut-in the well
 - a. Close the designated BOP
 - b. Ensure the choke is closed
 - c. Verify the well is shut-in and the flow has stopped
5. Begin kill mud operations

Blowout While Tripping:

1. Sound the alarm
2. Stab the full open safety valve on the uppermost tool joint
3. Close the safety valve once it is properly made up
4. Space out the drill string
5. Check for well flow. If well is flowing, continue with Step #6
6. Shut-in the well
 - a. Close the designated BOP
 - b. Ensure the choke is closed
 - c. Verify the well is shut-in and the flow has stopped.
7. Begin kill mud operations

Fire or Explosion:

1. Stop all operations and secure the well, if required
2. Sound the alarm
3. Attempt to extinguish the fire using the nearest suitable means (water, CO2, foam, etc.) if you can do so safely
4. In the case of an uncontrollable fire, secure the well and evacuate all personnel upwind from the location and contact the Fire Department

Medical Evacuation:

1. Stop work immediately
2. Provide first aid to the injured person, as appropriate
3. Depending on the severity of the injury, either transport the injured person to the nearest Emergency/Urgent Care clinic or dial 911 for emergency services

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: February 10th, 2023

Lessor: Traci Brandon Pollard, nee Morgan, Individually and as the Executrix of the Estate of Thomas M. Morgan, deceased, of 742 Key Ln., Abilene, Texas 79602

Lessee: R&R Partnership, of 1405 E. Lake Dr., Weatherford, TX 76087

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described on the schedule attached hereto as Exhibit A ("leased premises") subject to the terms and conditions therein set forth. Lessor hereby adopts and agrees to the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

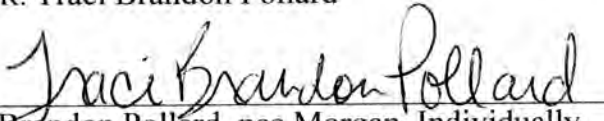
Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as identical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR: Traci Brandon Pollard

x 
Traci Brandon Pollard, nee Morgan, Individually
and as the Executrix of the Estate of
Thomas M. Morgan, deceased

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on February 15TH, 2025, by Traci Brandon Pollard for the purposes stated and for the considerations therein expressed.



William Hunter Aycock
Notary Public, State of TEXAS

SEE EXHIBIT "A" ATTACHED HERETO





Agenda Item: Permit to Drill and /or Operate an Oil and/or Gas Well

(Max Johnson)





Permit to Drill and Operate Oil Well – Permit No. 903971

- Teal Exploration, LLC submitted an Application/Permit to Drill and/or Operate an Oil and/or Gas Well within the city limits of Abilene. The proposed location is identified as “Pollard No. 1”
- Staff reviewed and found application to be complete
- All property owners within 500 feet of the proposed location have been notified
- Staff recommends approval of the Permit to Drill and/or Operate an Oil and/or Gas Well to Teal Exploration, LLC for the Pollard No. 1





Well Location Map

(Southeast of Jolly Rogers Road and Caldwell Road)

ArcGIS Web Map





500 Foot Property Owner Notification Radius

ArcGIS Web Map





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Marjorie Knight, Director of Finance
ITEM: 12. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas, General Obligation Refunding Bonds (*Marjorie Knight*)

GENERAL INFORMATION

This ordinance will allow the City to refund portions of the 2016 General Obligation Refunding and Improvement Bonds, 2017 General Obligation Bonds, and 2017 Combination Tax and Limited Surplus Revenue Certificates of Obligation.

The ordinance also delegates authority to the City Manager and Finance Director to act on behalf of the City in selling and delivering the bonds under certain "parameters". The "parameters" include principal in an amount not to exceed \$40 million, net present value savings of not less than 6%, true interest cost not to exceed 5%, and a final maturity date no later than February 15, 2038.

FUNDING/FISCAL IMPACT

The refunding will result in savings from our current debt service requirement and will be repaid from annual ad valorem taxes and excess revenues of the Water Fund for the portion applicable to Water & Sewer.

As of the date this agenda item was prepared, total savings are estimated at \$3,890,350, with annual savings ranging from approximately \$266,000 to \$370,000. Of the total savings, \$2,903,100 is attributed to tax-supported debt and \$987,250 is attributed to Water & Sewer. The *decrease* to the tax rate is estimated at \$.0031 per \$100 value.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Parameters Ordinance - GO Ref - Abilene 2025 11.06.25 AGENDA
2. Refunding of Series 2016 GO, 2017 CO, and 2017 GO Savings
3. Presentation - Ordinance Approving the Issuance and Sale of 2025 Refunding Bonds

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

THE STATE OF TEXAS \$
COUNTIES OF TAYLOR AND JONES \$
CITY OF ABILENE \$

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the “Refunded Obligations”

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, the Escrow Agreement, hereinafter authorized constitutes an escrow agreement of the kind authorized and permitted by said Chapter 1207;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the City of Abilene, Texas (the “Issuer”) are hereby authorized to be issued and delivered in the aggregate principal amount set forth herein for the purpose of refunding the Refunded Obligations and paying costs of issuance of the Bonds.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a “Pricing Officer”) are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Bonds to be sold and the authorized purposes set forth in Section 1 for which such Bonds are issued, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the “Pricing Certificate”); provided that:

(i) the aggregate principal amount of the Bonds authorized pursuant to this Ordinance shall not exceed \$40,000,000;

(ii) the refunding of the Refunded Obligations must produce a net present value debt service savings of not less than 6.00%;

(iii) the true interest cost of the Bonds shall not exceed 5.00% per annum;

(iv) the final maturity of the Bonds shall not be later than February 15, 2038; and

(v) the delegation made hereby shall expire if not exercised by the Pricing Officer within 1 year of the date of adoption of the Ordinance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale.

(d) The Pricing Officer shall select the Eligible Refunded Obligations to be refunded in accordance with the limitations set forth above.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Mayor or the Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by

the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or

its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC

Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar cancel the initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTIES OF TAYLOR AND JONES CITY OF ABILENE, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES _____	PRINCIPAL AMOUNT \$ _____
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<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date [, regardless of whether such day is a business day] (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purpose of providing funds for refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bonds.

ON _____, OR ON ANY DATE THEREAFTER, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

THE BONDS scheduled to mature on _____ in the years ____ and ____ (the “Term Bonds”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Mandatory Redemption Date	Principal Amount(\$)

*

* Stated Maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the

Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers
unto: _____

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip
code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution participating in a
securities transfer association recognized signature
guarantee program.

NOTICE: The signature above must correspond
with the name of the registered owner as it appears
upon the front of this Bond in every particular,
without alteration or enlargement or any change
whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the
opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been
registered this day by me.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and
"Maturity Date" shall both be completed with the words "As shown below" and "CUSIP
No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political
subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered

Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on February 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Years(2/15)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
--------------------	-------------------------------	---------------------------

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the _____ at the respective Interest Rate per annum specified above. Interest is payable on _____ and semiannually on each _____ and _____ thereafter to the date of payment of the principal amount specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Bond shall be numbered “T-1.”

Section 5. INTEREST AND SINKING FUND.

(a) A special “Interest and Sinking Fund” is hereby created and shall be established and maintained by the Issuer as a separate fund or account for the payment of the Bonds. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this

subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance

Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by law.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor, and each Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of each series of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall

not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the “Purchase Agreement”) which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the “Underwriters”) of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriters thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Bonds by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The

form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the “Insurer”) a municipal bond insurance policy (the “Insurance Policy”) in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all other such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information set forth in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2025. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for

the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be

construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent selected and appointed in the Pricing Certificate, an escrow or similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to

execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Underwriters, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Escrow Agreement. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the requisite notices of redemption and defeasance of the Refunded Obligations to the paying agent for the Refunded Obligations.

(b) In addition, the paying agent for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption date. The Refunded Obligations shall be presented for redemption at the paying agents therefor, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the paying agent/registrar for the Refunded Obligations is directed to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS on November 6, 2025.

ATTEST:

Mayor, City of Abilene, Texas

City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

City Attorney

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

City of Abilene, Texas General Obligation Refunding and Improvement Bonds, Series 2016

City of Abilene, Texas General Obligation Bonds, Series 2017

City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017

EXHIBIT A

ANNUAL FINANCIAL INFORMATION AND OPERATING DATA

The following information is referred to in Section 11(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 - 15

Exhibit A



**Potential Refunding of
G.O. Refunding & Improvement Bonds, Series 2016
Combination Tax & Revenue Certificates of Obligation, Series 2017
G.O. Bonds, Series 2017**

November 6, 2025



Abilene, TX

Summary of Bonds Refunded Refund Series 2016 GO, 2017 CO, & 2017 GO Preliminary / Subject to Change

Series 2016 GO					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	Call Date
2/15/2026	4.00%	\$ 2,120,000	\$ -	\$ 2,120,000	2/15/2025
2/15/2027	4.00%	2,170,000	2,170,000	-	2/15/2025
2/15/2028	4.00%	2,225,000	2,225,000	-	2/15/2025
2/15/2029	4.00%	1,935,000	1,935,000	-	2/15/2025
2/15/2030	4.00%	1,435,000	1,435,000	-	2/15/2025
2/15/2031	4.00%	1,490,000	1,490,000	-	2/15/2025
2/15/2032	3.50%	1,550,000	1,550,000	-	2/15/2025
2/15/2033	4.00%	1,605,000	1,605,000	-	2/15/2025
2/15/2034	3.50%	1,670,000	1,670,000	-	2/15/2025
2/15/2035	4.00%	1,735,000	1,735,000	-	2/15/2025
2/15/2036	4.00%	1,805,000	1,805,000	-	2/15/2025
		<u>\$ 19,740,000</u>	<u>\$ 17,620,000</u>	<u>\$ 2,120,000</u>	

Series 2017 CO					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	Call Date
2/15/2026	5.00%	\$ 820,000	\$ -	\$ 820,000	2/15/2026
2/15/2027	5.00%	865,000	865,000	-	2/15/2026
2/15/2028	5.00%	910,000	910,000	-	2/15/2026
2/15/2029	5.00%	955,000	955,000	-	2/15/2026
2/15/2030	5.00%	1,005,000	1,005,000	-	2/15/2026
2/15/2031	5.00%	1,055,000	1,055,000	-	2/15/2026
2/15/2032	5.00%	1,110,000	1,110,000	-	2/15/2026
2/15/2033	5.00%	1,165,000	1,165,000	-	2/15/2026
2/15/2034	5.00%	1,225,000	1,225,000	-	2/15/2026
2/15/2035	5.00%	1,290,000	1,290,000	-	2/15/2026
2/15/2036	5.00%	1,355,000	1,355,000	-	2/15/2026
2/15/2037	5.00%	1,425,000	1,425,000	-	2/15/2026
		<u>\$ 13,180,000</u>	<u>\$ 12,360,000</u>	<u>\$ 820,000</u>	

Series 2017 GO					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	Call Date
2/15/2026	5.00%	\$ 605,000	\$ -	\$ 605,000	2/15/2026
2/15/2027	5.00%	640,000	640,000	-	2/15/2026
2/15/2028	5.00%	670,000	670,000	-	2/15/2026
2/15/2029	5.00%	705,000	705,000	-	2/15/2026
2/15/2030	5.00%	740,000	740,000	-	2/15/2026
2/15/2031	5.00%	780,000	780,000	-	2/15/2026
2/15/2032	5.00%	820,000	820,000	-	2/15/2026
2/15/2033	5.00%	860,000	860,000	-	2/15/2026
2/15/2034	5.00%	905,000	905,000	-	2/15/2026
2/15/2035	5.00%	950,000	950,000	-	2/15/2026
2/15/2036	5.00%	1,000,000	1,000,000	-	2/15/2026
2/15/2037	5.00%	1,050,000	1,050,000	-	2/15/2026
		<u>\$ 9,725,000</u>	<u>\$ 9,120,000</u>	<u>\$ 605,000</u>	
TOTAL		<u>\$ 42,645,000</u>	<u>\$ 39,100,000</u>	<u>\$ 3,545,000</u>	

Abilene, TX

Summary of Savings (Total)

Refund Series 2016 GO, 2017 CO, & 2017 GO

Preliminary / Subject to Change

9/30	Series 2016 GO Estimated Savings	Series 2017 CO Estimated Savings	Series 2017 GO Estimated Savings	Total Estimated Savings
2026	\$ -	\$ -	\$ -	\$ -
2027	95,675	158,125	116,500	370,300
2028	92,775	153,375	113,000	359,150
2029	94,325	158,375	114,375	367,075
2030	92,425	153,125	115,500	361,050
2031	93,675	152,750	116,375	362,800
2032	94,750	157,000	112,125	363,875
2033	92,025	151,000	112,750	355,775
2034	95,825	154,750	113,125	363,700
2035	91,025	153,125	113,250	357,400
2036	93,475	156,125	113,125	362,725
2037		153,750	112,750	266,500
	<u>\$ 935,975</u>	<u>\$ 1,701,500</u>	<u>\$ 1,252,875</u>	<u>\$ 3,890,350</u>
Par Amount Refunded:	\$ 17,620,000	\$ 12,360,000	\$ 9,120,000	\$ 39,100,000
Maturities Refunded:	2027-2036	2027-2037	2027-2037	2027-2037
Call Date:	2/15/2025	2/15/2026	2/15/2026	-
Average Coupon:	3.880%	5.000%	5.000%	4.549%
True Interest Cost:	2.770%	2.871%	2.871%	2.830%
Net Present Value Savings:	\$ 801,373	\$ 1,416,888	\$ 1,045,292	\$ 3,263,552
Present Value as % of Refunded:	4.548%	11.463%	11.462%	8.347%

Abilene, TX

Summary of Savings (Breakdown)

Refund Series 2016 GO, 2017 CO, & 2017 GO

Preliminary / Subject to Change

9/30	Series 2016 GO (Tax) Estimated Savings	Series 2017 CO (Tax) Estimated Savings	Series 2017 CO (W&S) Estimated Savings	Series 2017 GO (Tax) Estimated Savings	Total Estimated Savings
2026	\$ -	\$ -	\$ -	\$ -	\$ -
2027	95,675	66,500	91,625	116,500	370,300
2028	92,775	64,500	88,875	113,000	359,150
2029	94,325	67,375	91,000	114,375	367,075
2030	92,425	65,125	88,000	115,500	361,050
2031	93,675	62,875	89,875	116,375	362,800
2032	94,750	65,500	91,500	112,125	363,875
2033	92,025	63,000	88,000	112,750	355,775
2034	95,825	65,375	89,375	113,125	363,700
2035	91,025	62,625	90,500	113,250	357,400
2036	93,475	64,750	91,375	113,125	362,725
2037		66,625	87,125	112,750	266,500
	<u>\$ 935,975</u>	<u>\$ 714,250</u>	<u>\$ 987,250</u>	<u>\$ 1,252,875</u>	<u>\$ 3,890,350</u>

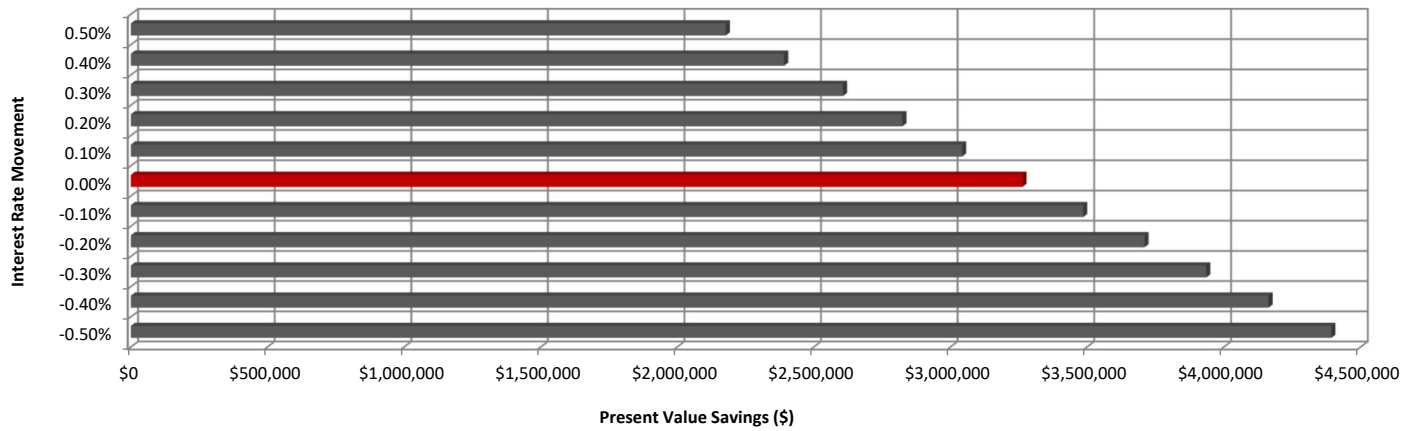
Abilene, TX

Sensitivity Analysis

Refund Series 2016 GO, 2017 CO, & 2017 GO

Preliminary / Subject to Change

Interest Rate Change	-0.50%	-0.40%	-0.30%	-0.20%	-0.10%	0.00%	0.10%	0.20%	0.30%	0.40%	0.50%
PV Savings (\$)	4,392,906	4,163,332	3,935,808	3,710,168	3,485,828	3,263,552	3,042,840	2,824,082	2,606,815	2,391,210	2,177,665
PV Savings (%)	11.235%	10.648%	10.066%	9.489%	8.915%	8.347%	7.782%	7.223%	6.667%	6.116%	5.569%



October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

City of Abilene

TIMETABLE OF EVENTS

Issuance of General Obligation Refunding Bonds, Series 2025

Date	Event
Thursday, October 16, 2025	Information for preliminary official statement provided to Hilltop Securities by City
Tuesday, November 4, 2025	Submission of information to rating agencies
Thursday, November 6, 2025	City Council regular meeting to consider action authorizing issuance of Refunding Bonds, establishing parameters, and delegating pricing approval
Monday, November 10, 2025	Calls with Rating Agencies
Tuesday, November 18, 2025	Receipt of ratings
Tuesday, November 18, 2025	Preliminary official statement distributed and posted
November 24-25, 2025	Pricing and marketing of issue by underwriters, overseen by HilltopSecurities.
Thursday, December 18, 2025	Closing, receipt of funds

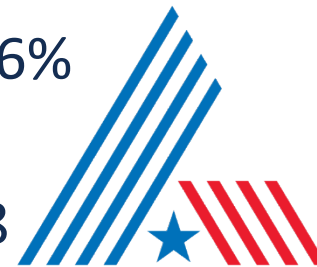
Ordinance - Authorizing the Issuance and Delegating Authority for Sale of 2025 Refunding Bonds





Issuance and Delegating Authority for Sale of 2025 Refunding Bonds

- The ordinance authorizes the issuance and delegates authority for sale of general obligation bonds to refund the 2016 General Obligation Refunding & Improvement Bonds, 2017 General Obligation Bonds and 2017 Certificates of Obligation.
- The ordinance will also delegate authority for the City Manager or Director of Finance to sell the bonds under the following parameters:
 - Principal amount not to exceed \$40 million
 - Net present value debt service savings of not less than 6%
 - True interest cost not to exceed 5%
 - Final maturity of bonds no later than February 15, 2038
 - Delegation authority will expire within 1 year



CITY OF
ABILENE
T E X A S



Issuance and Delegating Authority for Sale of 2025 Refunding Bonds

- Estimated total savings of almost \$3.9 million (\$2.9 million tax supported and \$987k water & sewer)
- Annual savings range from \$266,000 to \$370,000
- Estimated ***decrease*** to tax rate of \$.0031 per \$100 value





Issuance and Delegating Authority for Sale of 2025 Refunding Bonds

Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Marjorie Knight, Director of Finance
ITEM: **13. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance and Sale of City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation, for Waterworks and Sewer System Improvements (Marjorie Knight)

GENERAL INFORMATION

This ordinance will authorize the issuance of Certificates of Obligation of \$410,000 for the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund's Lead Service Line Replacement Program.

This is part of a combined \$836,735 in financial assistance being provided through the TWDB for lead service line replacement, with \$410,000 provided as an **interest-free loan** and \$426,735 in principal forgiveness. The principal forgiveness will be presented to City Council as a separate agenda item.

FUNDING/FISCAL IMPACT

Debt service will be funded with Water & Sewer funds. Current water and sewer rates are sufficient to cover the increase in their annual debt service requirement. This loan will be repaid over 5 years at \$82,000 annually beginning FY 2027.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Ordinance - Draft - AGENDA 11.06.25
2. Presentation - Ordinance Approving the Issuance of 2025 TWDB Certificate of Obligation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

THE STATE OF TEXAS §
COUNTIES OF TAYLOR AND JONES §
CITY OF ABILENE §

Page 332 of 586

be designated: "CITY OF ABILENE, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, TAXABLE SERIES 2025," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated December 4, 2025, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amount(\$)	Interest Rates(%)
2027	82,000	0.00
2028	82,000	0.00
2029	82,000	0.00
2030	82,000	0.00
2031	82,000	0.00

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank Trust Company, National Association, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law,

shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as otherwise provided in this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally

qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with

respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Delivery Date on Certificate No. T-1, cancel the initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ABILENE, TEXAS	PRINCIPAL AMOUNT \$ _____
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION TAXABLE SERIES 2025		

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		February 15, ____	

REGISTERED OWNER: TEXAS WATER DEVELOPMENT BOARD

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. No Interest is payable on the Certificates.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described.

NOTWITHSTANDING ANY PROVISION, TERM, CONDITION OR REQUIREMENT OF THIS CERTIFICATE OR THE CERTIFICATE ORDINANCE TO THE CONTRARY, PAYMENTS TO THE INITIAL PURCHASER OF THE CERTIFICATES OF PRINCIPAL OF AND INTEREST ON THE CERTIFICATES SHALL BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS AT NO COST TO SUCH PURCHASER.

IN ADDITION, INTEREST MAY BE PAID by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated December 4, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$410,000, (i) designing, engineering, constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and (ii) paying legal, fiscal, engineering and architectural fees in connection with these projects

THE CERTIFICATES ARE NOT SUBJECT TO REDEMPTION PRIOR TO MATURITY.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment

satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the absence of the Mayor, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the absence of the City Secretary, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate
of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank Trust Company, National Association
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

The within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me. Witness my signature and seal this _____.

Acting Comptroller of Public Accounts of the
State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments(\$)</u>	<u>Interest Rates(%)</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is not payable on the Certificates.

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest, shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid,

the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5(a) may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Interest Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the Issuer shall not transfer any Surplus Revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund; and, provided further that transfers may be made from the Waterworks and Sewer System Fund to an interest and sinking fund, debt service reserve fund, contingency fund or other fund or account established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the net revenues (which transfers shall be made in accordance with the provisions of the Ordinance pursuant to which such obligations were issued or incurred) and to any other interest and sinking fund established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Surplus Revenues (and any such transfers shall be made on a pro rata basis as the transfers made for the benefit of the Certificates)

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times debt service

requirements of all outstanding System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not

required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) So long as the Texas Water Development Board is the Registered Owner of any of the Certificates, the Issuer shall provide written notice to the Texas Water Development Board of a defeasance of the Certificates pursuant to subsection (a)(ii) of this Section.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 9. CERTIFICATES NOT ISSUED AS TAX-EXEMPT OBLIGATIONS. The City does not intend to issue the Certificates in a manner such that the Certificates would constitute obligations described in section 103(a) of the Internal Revenue Code and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code, to the extent applicable to the Internal Revenue Code.

Section 10. SALE OF CERTIFICATES; FURTHER PROCEDURES.

(a) The Certificates are hereby officially sold and awarded to the initial purchaser, the Texas Water Development Board, at a price equal to the par amount thereof, which includes the origination fee. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Texas Water Development Board or its designee.

(b) The Mayor, the City Manager, the Director of Finance, and the City Secretary of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates and the sale of the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as described in Section 16(d). It is provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Taxable Series 2025 Combination Tax and Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided, and to pay the costs of issuance of the Certificates. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be used in the manner described in Section 16 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be held at a designated state depository institution or other properly chartered and authorized institution and shall be secured to the fullest extent required by law for the security of public funds as provided in Chapters 2256 and 2257, Texas Government Code, as amended.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2025. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

- termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- 14. Appointment of a successor trustee or change in the name of the trustee, if material;
- 15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
- 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN

PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a

proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium, if any, on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the TWDB. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution approving TWDB's funding of the Certificates (the "TWDB Resolution"), which conditions are hereby incorporated herein for all purposes.

(a) Compliance with 31 TAC Chapter 375. The Issuer agrees and covenants that it will comply with the requirements in accordance with Title 31, Texas Administrative Code, Chapter 375.

(b) Compliance with TWDB Resolution. The Issuer agrees to comply with all the conditions set forth in the TWDB Resolution.

(c) Redemption. The Issuer shall provide that the Certificates may be called for early as set forth in the Form of Certificate attached hereto as Exhibit A.

(d) Rule 15c2-12 Compliance. The Issuer agrees that it will comply with the provisions of Rule 15c2-12 in accordance with Section 13 above.

(e) Covenant Regarding Taxes and System Rates. The Issuer hereby agrees that, for so long as the Certificates are outstanding, to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an amount necessary to meet the debt service requirements of all outstanding obligations, to maintain the funds established and required by the Certificates and to levy an interest and sinking fund tax rate in accordance with Section 5 above.

(f) Final Accounting and Unused or Surplus Funds. The Issuer shall render a final accounting of the cost of the Project to the TWDB within 60 days of the completion of the Project. The Issuer shall use all proceeds from the Certificates that are determined to be remaining unused funds for enhancement to the Project that explicitly approved by executive administrator, or, if no enhancements are authorized by the executive administrator, the Issuer shall submit the final accounting and disposition of any unused funds. "Unused funds" means those funds that remain unspent after the original approved project is completed. Any proceeds of the Certificates that are determined to be surplus funds may be used in a manner approved by the executive administrator of the TWDB. "Surplus funds" means those funds remaining after completion of the Project and completion of a final accounting.

(g) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(h) Public Funds. The Issuer agrees that the Proceeds from the sale of the Certificates shall be held at a designated state depository or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(i) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, removal and off site disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(j) Escrow/Trust Agreement. If any money is to be held in escrow or trust, the Issuer shall execute an escrow or trust agreement in the form approved by the executive administrator and submit such executed agreement to the TWDB.

(k) Covenant to Comply with Applicable Law and TWDB Rules. The Issuer will abide with all applicable federal laws, the laws of the State of Texas and Rules of the TWDB relating to the use of financial assistance, the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered.

(l) Environmental Determinations. The Issuer agrees and covenants that it will comply with all conditions as specified in the final environmental finding of the executive administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(m) Insurance. Insurance coverage will be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the TWDB in the Project.

(n) Lawsuits. The Issuer will immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f) related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

(o) Annual Audit Reporting. The Issuer shall provide the TWDB with an annual audit report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant.

(p) Tax-Exempt Status. As set forth in Section 9 above, the Certificates are not tax-exempt obligations.

(q) Outlay Reports. The Issuer will submit outlay reports on a quarterly or monthly basis with sufficient documentation on costs in accordance with TWDB outlay report guidelines

(r) Davis-Bacon Act Compliance. All laborers and mechanics employed by contractors and subcontractors for the Project who are paid from proceeds of the Certificates on deposit in the Construction Fund shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality of the Issuer in accordance with the federal Davis-Bacon Act and the U.S. Department of Labor's implementing regulations pertaining thereto.

(s) Federal Funding Accountability and Transparency Act. The Issuer shall provide the TWDB with all information required by the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Issuer shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM) and maintain current registration at all times during which the Certificates are outstanding.

(t) Timely Expenditures. All proceeds of the Certificates will be timely and expeditiously used, as required by applicable federal statutes, including 40 CFR § 35.3135(d) and the Issuer shall adhere to the schedule for the Project.

(u) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by the Federal Appropriations Act (31 TAC § 371.4) and related State Revolving Fund Policy Guidelines.

(v) Build America, Buy America Act. The Issuer will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

(w) Project Accounts. The Issuer will comply with the requirements set forth in 33 U.S.C. § 1382 related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction in accordance with generally accepted accounting principles (GAAP).

(x) Telecommunication. The Issuer will abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(y) Pledge Conditions. The Issuer will deposit the funds in accordance with Section 5 above.

Section 17. ESCROW AGREEMENT AND ESCROW FUND.

(a) The Escrow Agreement between the Issuer and the escrow agent named therein (the “Escrow Agent”) substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund (“the “Escrow Fund”), is hereby approved and the Mayor or City Manager is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) On the closing date, the Issuer shall cause the proceeds from the sale of the Certificates to be deposited into the Escrow Fund or, if agreed to by the Texas Water Development Board, all or a portion of the proceeds of the Certificates may be deposited into the Construction Fund or as otherwise directed by the Issuer and the Texas Water Development Board.

(c) Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the Texas Water Development Board. Except as provided in Section 16(d), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 12 hereof and shall be applied only for the payment of costs of the Project.

(d) The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 18. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 20. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 21. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 22. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution page follows]

PASSED, APPROVED AND EFFECTIVE this November 6, 2025.

Mayor
City of Abilene, Texas

ATTEST

City Secretary
City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

City Attorney
City of Abilene, Texas

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

1. Annual Financial Statements and Operating Data. The financial information and operating data with respect to the Issuer to be provided in accordance with such Section the following: the annual audit.

2. Accounting Principles. The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

Ordinance – Authorizing the Issuance of Certificates of Obligation for TWDB Lead Service Line Replacement Projects





Authorizing the Issuance of Certificates of Obligation for TWDB Lead Service Line Replacement Projects

- This ordinance will authorize issuance of \$410,000 of certificates of obligation for Lead Service Line Replacement
- Financing is being provided by the Texas Water Development Board (TWDB) through a \$410,000 interest free loan.
- Debt service will be funded by Water & Sewer revenues beginning in FY 2027. Current rates are sufficient to cover the increase to annual debt service (\$82k annually over 5 years)





Authorizing the Issuance of Certificates of Obligation for TWDB Lead Service Line Replacement Projects

Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Marjorie Knight, Director of Finance

ITEM: 14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Execution and Delivery of a Principal Forgiveness Agreement for Waterworks and Sewer System Improvements (*Marjorie Knight*)

GENERAL INFORMATION

This resolution will authorize the City to execute a principal forgiveness agreement with the Texas Water Development Board in the amount of \$426,735.

This is part of a combined \$836,735 in financial assistance being provided through the TWDB for lead service line replacement, with \$410,000 provided as an interest-free loan and \$426,735 in principal forgiveness.

FUNDING/FISCAL IMPACT

The \$426,735 will be deposited into an escrow account for use by the City on the approved project.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Principal Forgiveness Resolution - Agenda 11.06.25
2. Presentation - TWDB Principal Forgiveness

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A PRINCIPAL FORGIVENESS AGREEMENT FOR WATERWORKS AND SEWER SYSTEM IMPROVEMENTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS
COUNTIES OF JONES AND TAYLOR
CITY OF ABILENE

‘
‘
‘

The City of Abilene, Texas (the “City”) has received approval from the Texas Water Development Board (“TWDB”) for financial assistance from TWDB to the City in the amount of \$410,000 (the “Loan”), consisting of the City’s Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2025 (DWSRF), in the amount of \$410,000, and Principal forgiveness in the amount of \$426,735;

TWDB has presented to the City a Principal Forgiveness Agreement (the “Principal Forgiveness Agreement”) in connection with the Loan, in which the City agrees to certain conditions with respect to the Loan;

This City Council hereby finds and determines that it is a public benefit to and in the best interests of the City and its residents to enter into the Principal Forgiveness Agreement in order to obtain the Loan to fund needed sanitary sewer improvements within the City; and

It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.
2. The Principal Forgiveness Agreement, in substantially the form presented at this meeting, is hereby approved and the Mayor, City Manager, Director of Finance and City Secretary of the City are hereby authorized and directed to execute and deliver the Principal Forgiveness Agreement. The Escrow Agreement relating to the Principal Forgiveness Agreement between the City and the escrow agent named therein (the “Escrow Agent”), substantially in the form and content presented at this meeting, is hereby approved and the Mayor, City Manager, Director of Finance and City Secretary of the City are hereby authorized and directed to execute the Escrow Agreement on behalf of the City. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.
3. The Mayor, City Manager, Director of Finance and City Secretary of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to take such actions and to execute and deliver in the name and on behalf of the City all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.
4. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED by the City Council of the City of Abilene, Texas, on November 6, 2025.

Mayor, City of Abilene, Texas

ATTEST:

City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED:

City Attorney, City of Abilene, Texas

Resolution Approving the Execution and Delivery of a
Principal Forgiveness Agreement – Drinking Water State Revolving Fund
Between the Texas Water Development Board and the City of Abilene, Texas

Principal Forgiveness Agreement with Texas Water Development Board (TWDB)





Principal Forgiveness Agreement with Texas Water Development Board (TWDB)

- The TWDB has approved the City for \$836,735 in financing for lead service line replacement as follows:
 - Interest free loan of \$410,000
 - **Principal forgiveness of \$426,735**
- This resolution will authorize execution of the Principal Forgiveness Agreement of \$426,735 with the TWDB





Principal Forgiveness Agreement with Texas Water Development Board (TWDB)

Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **15. Ordinance (Final Reading) Z-2025-32: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 20.61 Acres From Agricultural Open (AO) And Medium Density (MD) To Multi-Family (MF). Located At The 400 Block Of Jolly Rogers Road. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the City Limits in 1980 and has remained undeveloped. In recent years, this area of Abilene has begun to see more development.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application
4. Z-2025-32 Flood
5. Legal Description
6. Presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 20.61 acres from Agricultural Open (AO) and Medium Density (MD) to Multi-Family (MF).

Located along the 400 block of Jolly Rogers Road.

Legal description as follows:

BEGINNING at a point in Jolly Rogers Road (no right-of-way found of record) called to be on the south line of L. Bowerman Survey No. 83 and the most southerly north line of said Section 83, and at the northwest corner of a called 10 acre tract recorded in Instrument No. 2017-8517, Official Public Records, Taylor County, Texas, for the northeast corner of this tract, whence the southeast corner of said Bowerman Survey is recorded to bear S89°55'E 1498.86 feet, and from said beginning point a 1/2" rebar found for reference at the northeast corner of said 10 acre tract bears S89°06'53"E 415.56 feet and S0°21'42"W 24.88 feet;

THENCE S0°21'42"W at 25.0 feet pass a 3/8" rebar set for reference on the south side of Jolly Rogers Road, and continue along for a total distance of 1047.48 feet to a 3/8" rebar found at the southwest corner of said 10 acre tract, for the southeast corner of this tract, whence a 1/2" slick rod found at the southeast corner of said 10 acre tract bears S89°11'42"E 415.56 feet:

THENCE N89°21'54"W 460.86 feet, along the SBL of this tract to a 3/8" rebar found at the southeast corner of Lot 1, Block A, Holiday Inn Addition (Cabinet 4, Slide 132, Plat Records, Taylor County, Texas) for the most southerly southwest corner of this tract;

THENCE N0°22'02"E 330.71 feet, along the EBL of said Holiday Inn Addition to a 1/2" rebar found at the northeast corner of said Holiday Inn Addition for an interior corner of this tract;

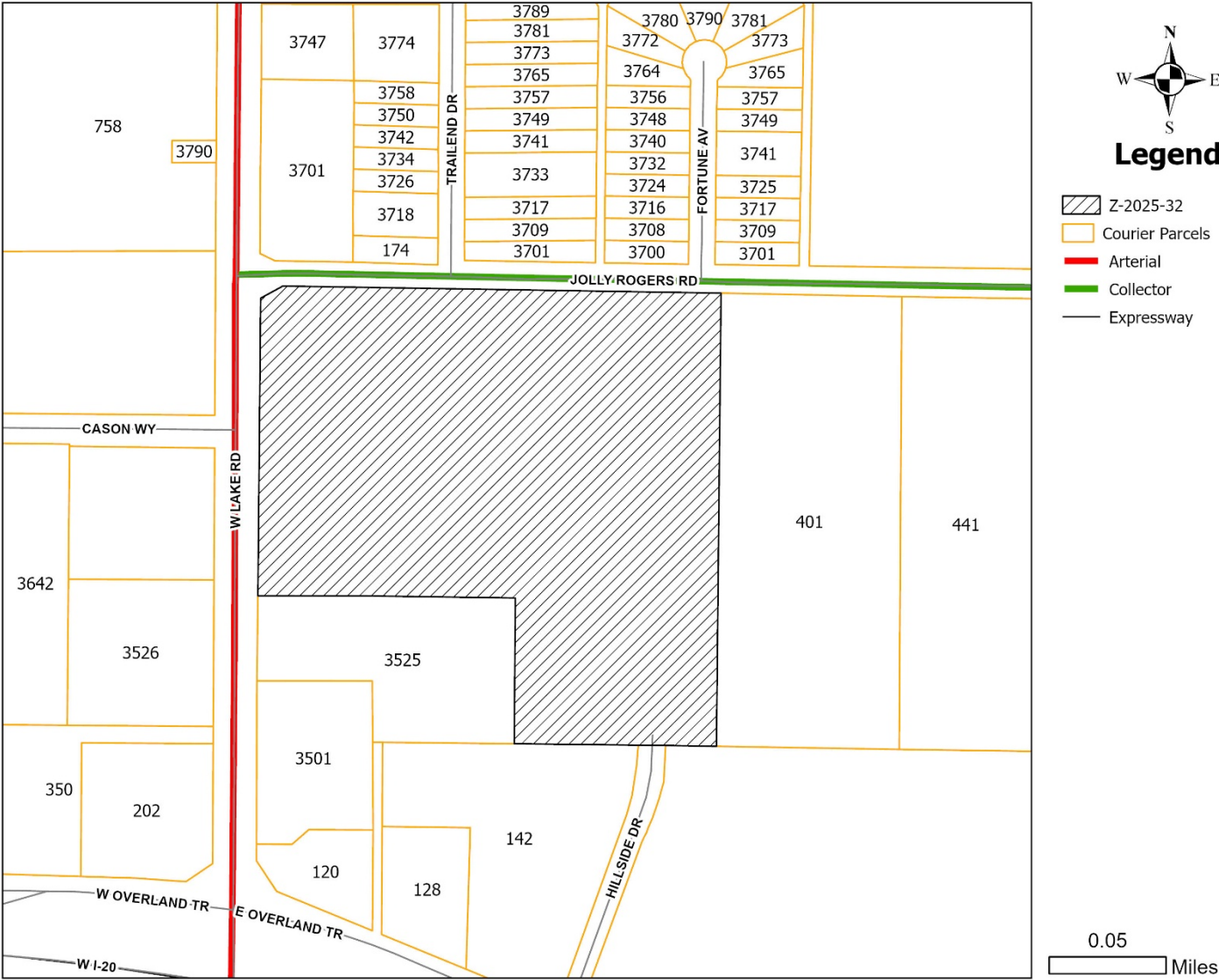
THENCE N89°03'01"W 578.92 feet, along the NBL of said Holiday Inn Addition to a point on the east right-of-way line of F.M. Highway 600 (AKA West Lake Road- 100' right-of-way) at the northwest corner of said Holiday Inn Addition, for the most northerly southwest corner of this tract, whence a 1/2" rebar found bears N89°03'01"W 1.51 feet and from said point a 1/2" rebar found at the most northerly southwest corner of said Holiday Inn Addition bears S0°14'24"W 196.52 feet:

THENCE N0°14'24"E 665.08 feet, along the east right-of-way line of F.M. Highway 600 to an existing concrete right-of-way monument at a corner clip of said highway for a corner of this tract;

THENCE N61°19'33"E 56.90 feet, along said corner clip to a 1/2" rebar found on the south side of Jolly Rogers Road for a corner of this tract;

THENCE N0°14'24"E 25.00 feet, along the east right-of-way line of F.M. Highway 600 to a point in Jolly Rogers Road, and being on the south line of said Bowerman Survey and on the most southerly north line of said Section 83, for the most northerly northwest corner of this tract;

THENCE S89°06'52"E 991.47 feet, along Jolly Rogers Road and the most southerly north line of said Section 83 to the place of beginning and containing 20.61 acres of land, of which 0.57 acres are lying within Jolly Rogers Road leaving 20.04 acres net.



END

ZONING CASE

Z-2025-32

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Reading: October 23, 2025
City Council 2nd Reading: November 6, 2025

Applicant

Owner: Bruce L Edwards
Agent: Kelly Gomez

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 20.61 acres from Agricultural Open (AO) and Medium Density (MD) to Multi-Family (MF).

Location

Located along the 400 block of Jolly Rogers Road. Legal description being approximately 20.61 acres out of Section 83, Block 14, T&P RR Co Surveys, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City Limits in 1980 and has remained undeveloped. In recent years, this area of Abilene has begun to see more development.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MH	Mobile Home Park
East	AO	Residential Home
South	GC	Hotel
West	HC	Vacant

Criteria Assessment

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

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**
The proposed use is consistent with the 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 at this location, as this would act as the perfect transitional use from the commercial uses to the south to the less intensive residential zonings to the north.

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

This property will be subject to platting and official site plan review. All required utilities will be addressed during these review processes.

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

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation
- Project Overview
- Proposed Site Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE ASSETS LLC	106950	3526 W LAKE RD	
BERRY SCOTT AARON	43725	3717 FORTUNE AV	
BUERGER WENDELL ET AL	50390	401 JOLLY ROGERS RD	
DANKWORTH DAN & SHELIA	21650	758 HUCKLEBERRY LN	
EDWARDS BRUCE LYNN	975136		
GRAENSER FRANCIS L	40859	3717 TRAILEND DR	
HARKINS WARREN	29474	3701 W LAKE RD	
LINDNER GREGORY WAYNE II	33071	3718 TRAILEND DR	
LINDNER GREGORY WAYNE II	33071	3710 TRAILEND DR	
LTG REAL ESTATE GROUP LLC	975185		
LTG REAL ESTATE GROUP LLC	995536		
MAHESHA ENTERPRISES LLC	994093	3525 W LAKE RD	
MENDOZA JOHNNY	41250	3700 FORTUNE AV	
MOORE GREATHOUSES LLC	40983	3709 TRAILEND DR	
MOORE GREATHOUSES LLC	41504	3716 FORTUNE AV	
MOORE GREATHOUSES LLC	44011	3701 FORTUNE AV	
RAMSEY LEASING INC	53690	142 E OVERLAND TR	
RAMSEY LEASING INC	50813		
RK INVESTMENTS INC	54893	3501 W LAKE RD	
RUIZ MINERBA	41373	3708 FORTUNE AV	
VERVERS GREGORY W & MARJORIE J	33330	174 JOLLY ROGERS RD	

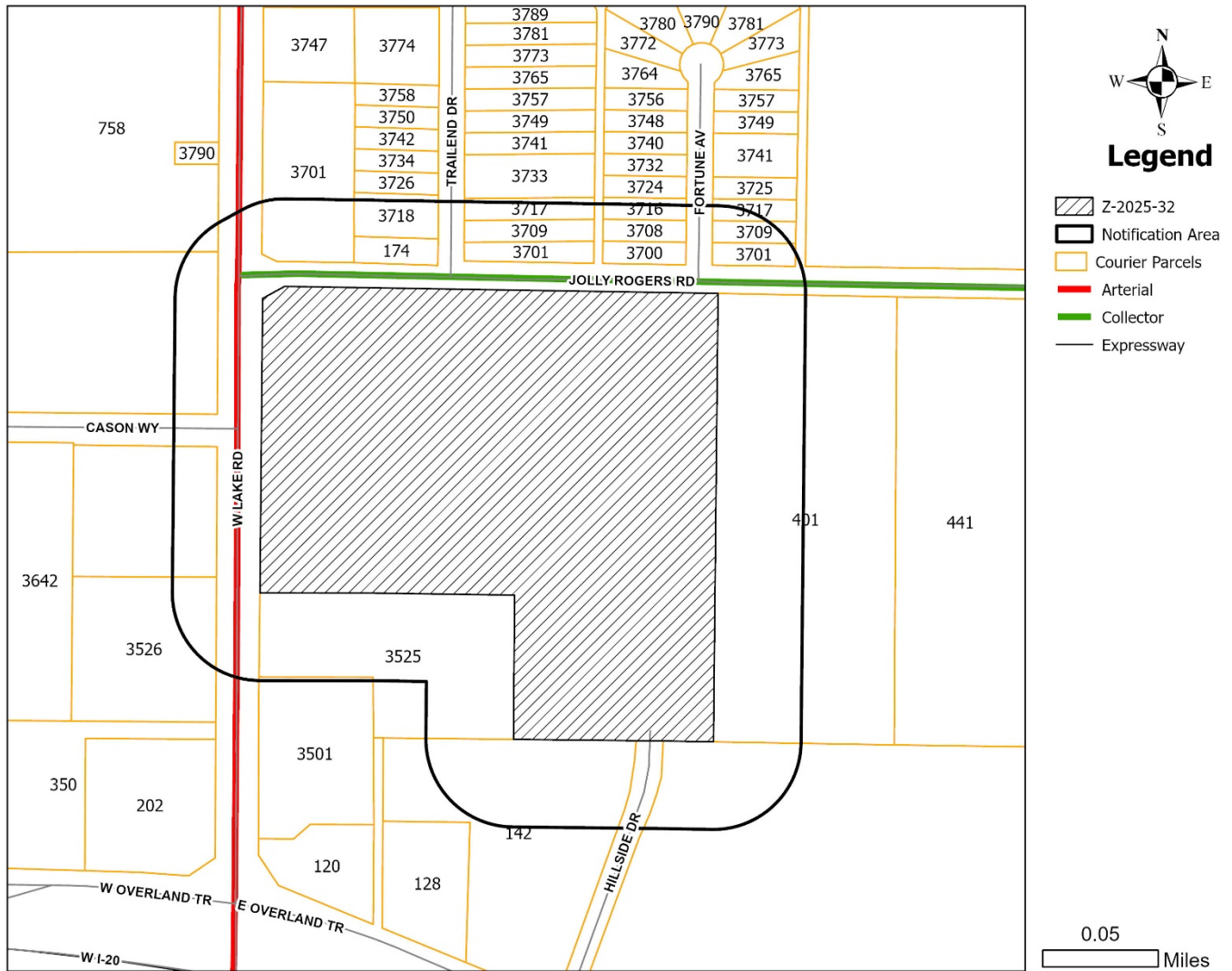
WALKER BARBARA ANN	41104	3701 TRAILEND DR	
WEEKS JOHNNY &	43849	3709 FORTUNE AV	

PROPERTY ID

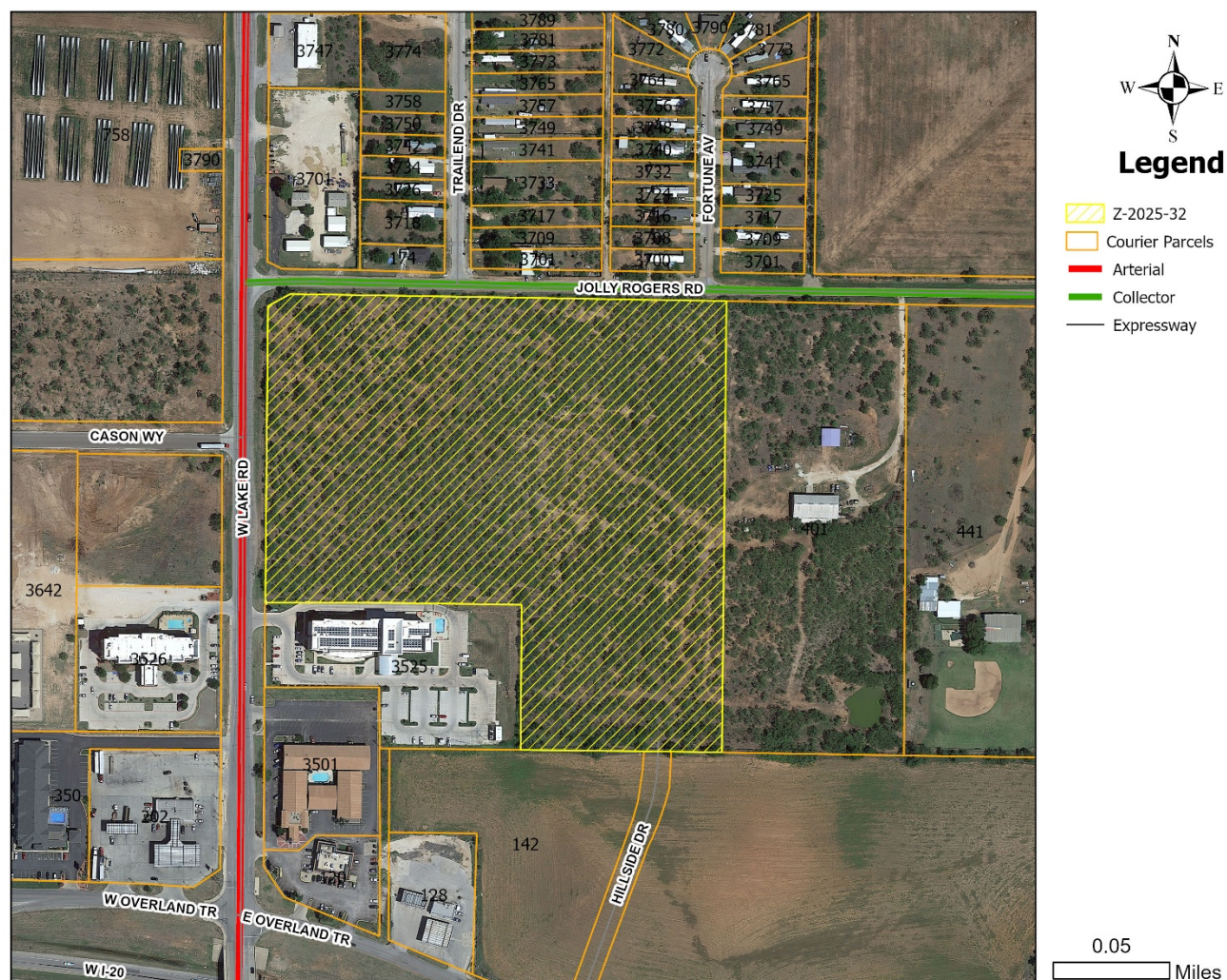
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
DANKWORTH DAN & SHELIA	21650	758 HUCKLEBERRY LN	
HARKINS WARREN	29474	3701 W LAKE RD	
LINDNER GREGORY WAYNE II	33071	3718 TRAILEND DR	
LINDNER GREGORY WAYNE II	33071	3710 TRAILEND DR	
VERVERS GREGORY W & MARJORIE J	33330	174 JOLLY ROGERS RD	
GRAENSER FRANCIS L	40859	3717 TRAILEND DR	
MOORE GREATHOUSES LLC	40983	3709 TRAILEND DR	
WALKER BARBARA ANN	41104	3701 TRAILEND DR	
MENDOZA JOHNNY	41250	3700 FORTUNE AV	
RUIZ MINERBA	41373	3708 FORTUNE AV	
MOORE GREATHOUSES LLC	41504	3716 FORTUNE AV	
BERRY SCOTT AARON	43725	3717 FORTUNE AV	
WEEKS JOHNNY &	43849	3709 FORTUNE AV	
MOORE GREATHOUSES LLC	44011	3701 FORTUNE AV	
BUERGER WENDELL ET AL	50390	401 JOLLY ROGERS RD	
RAMSEY LEASING INC	50813		
RAMSEY LEASING INC	53690	142 E OVERLAND TR	
RK INVESTMENTS INC	54893	3501 W LAKE RD	
ABILENE ASSETS LLC	106950	3526 W LAKE RD	
EDWARDS BRUCE LYNN	975136		
LTG REAL ESTATE GROUP LLC	975185		
MAHESHA ENTERPRISES LLC	994093	3525 W LAKE RD	
LTG REAL ESTATE GROUP LLC	995536		

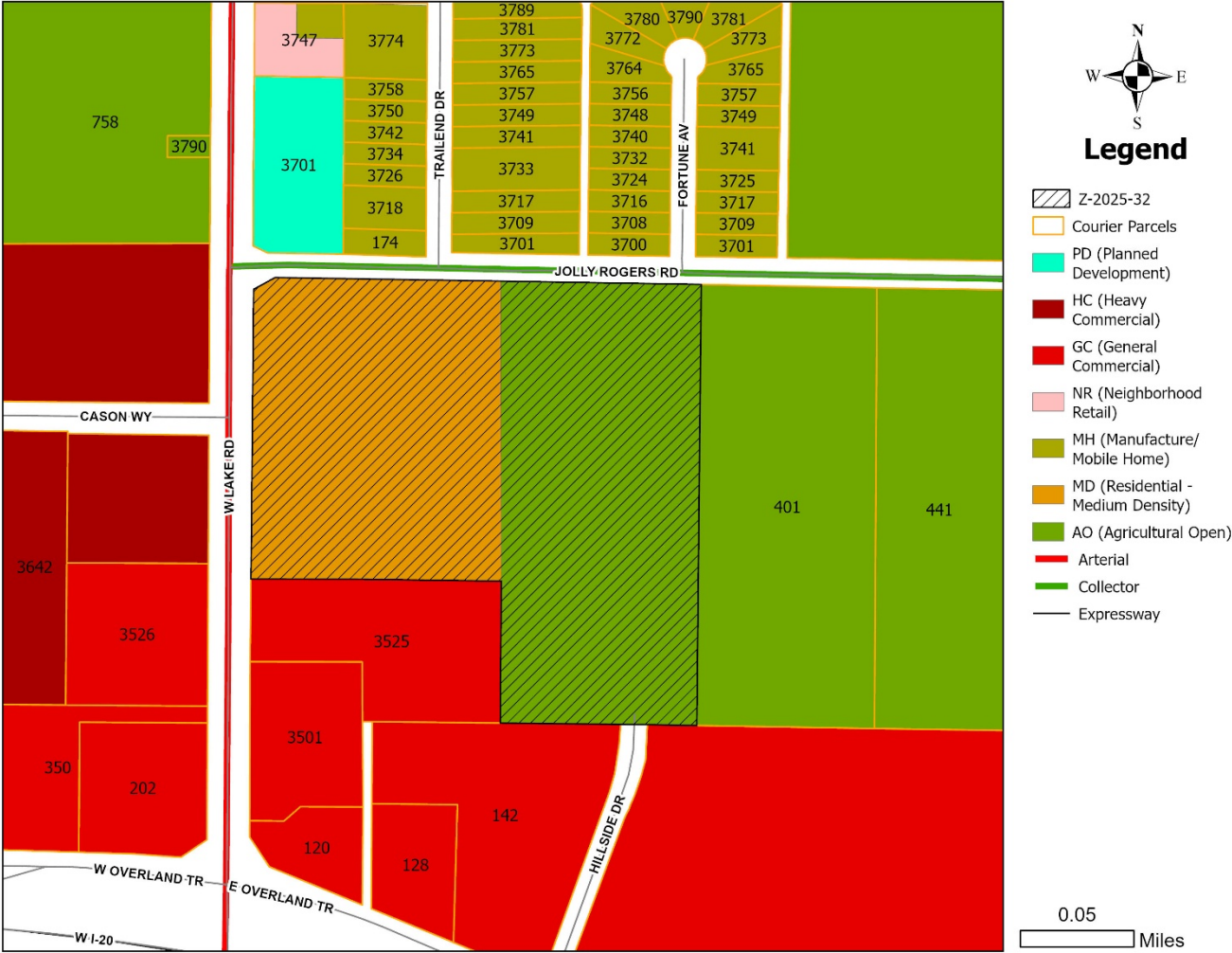
NOTIFICATION MAP



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: Prestige Jolly Addition

Address: Southeast Corner Westlake Rd. & Jolly Rodgers Rd. Number of Lots: 2 Acreage: 20.61

Legal Description: See attached.

Subdivision Name: Prestige Jolly Addition Block: N/A Lot: N/A

Current Zoning: AO (Agricultural Open Space) Proposed Zoning (if applicable): MF (Multi-Family)

OWNER AND AUTHORIZATION

Owner Name: EDWARDS BRUCE LYNN & EDWARDS GARY ESTATE

Address: 32230 Highwood green LN

City, State, Zip: Coroe, TX 77385

Fax: _____

Phone: _____

Email: _____

Agent Name: Venkat Gottipati

Address: 1000 Ridge Hollow Trl

City, State, Zip: Irving, TX 75063

Fax: _____

Phone: 214 455 7623

Email: venkat@land-star.us

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: _____

Bruce L. Edwards
Dana Gossman

Date: July 15, 2025

Jul 15, 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

To develop tract.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes.

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

Yes.

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

Yes.

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

No.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Prestige Jolly Addition Total Number of Acres: 20.61
 Zoning Classification(s): MF (Multi-Family) Total Number of Lots: 2
 Location: Southeast Corner Westlake Rd. & Jolly Rodgers Rd.

Property Owner Information & Authorization

Name/Company: EDWARDS BRUCE LYNN & EDWARDS GARY ESTATE
 Address: 32230 Highwood green LN
 City: Conroe State: TX Zip Code: 77385
 Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Kelly Gomez (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

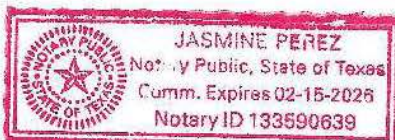
I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: Bruce Edwards Date: July 15, 2025
 STATE OF: Texas Dana Bossman Jul 15, 2025

COUNTY OF: Montgomery

BEFORE ME, a Notary Public, on this day personally appeared Bruce Edwards DC#05673672 (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 15 day of July, 2025



NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Kelly Gomez Company: KRG Civil Engineers, Inc.
 Address: 2150 South Central Expressway City: Mckinney State: Tx
 Zip Code: 75072 Number: (469) 219-3137 Email: kelly@krgcivil.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

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

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

N/A.

- C. State all information upon which you base the belief (use additional paper, if necessary).

N/A.

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

Name of Certifying Person (print): Venkat Gottipati

Property Owner ☐ 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.

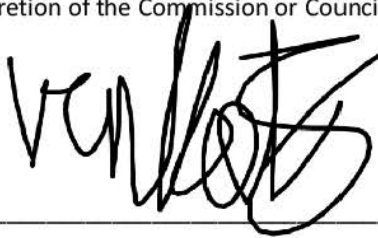
PUBLIC NOTIFICATION

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.

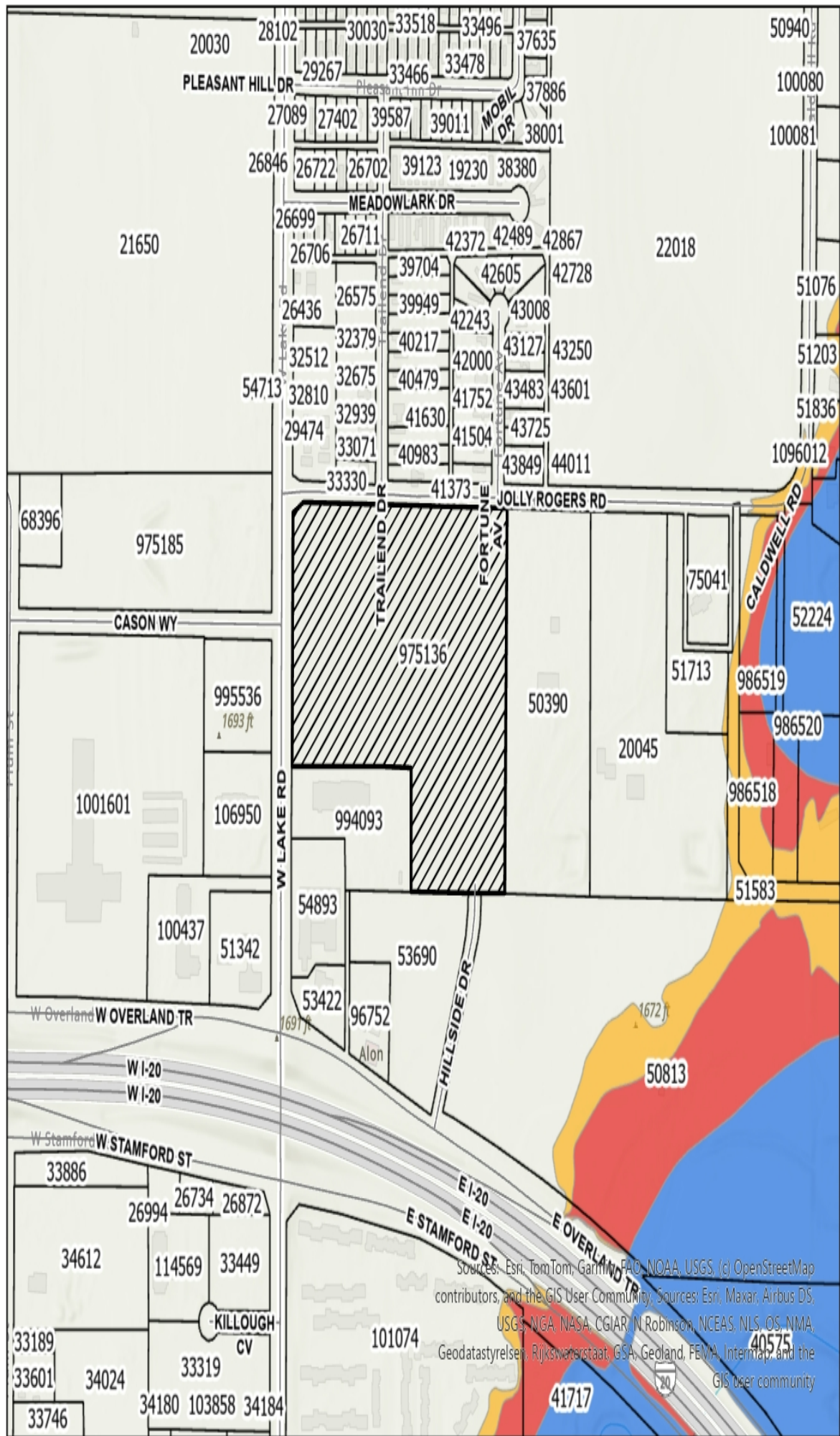
I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of 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: _____

16 July 2025



- FEMA Flood Zones**
- Floodway
 - 100 Year 1%
 - 500 Year .2%
 - Unstudied A Zone

Sources: Esri, TomTom, Garmin, FDOT, 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

FIELD NOTES
20.61 ACRES

BEING 20.61 acres out of Section 83, Block 14, T&P RR Co Surveys, Taylor County, Texas, said 20.61 acres being the remainder of a called 25 acre tract recorded in Volume 1384, Page 96, Deed Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a point in Jolly Rogers Road (no right-of-way found of record) called to be on the south line of L. Bowerman Survey No. 83 and the most southerly north line of said Section 83, and at the northwest corner of a called 10 acre tract recorded in Instrument No. 2017-8517, Official Public Records, Taylor County, Texas, for the northeast corner of this tract, whence the southeast corner of said Bowerman Survey is recorded to bear S89°55'E 1498.86 feet, and from said beginning point a 1/2" rebar found for reference at the northeast corner of said 10 acre tract bears S89°06'53"E 415.56 feet and S0°21'42"W 24.88 feet;

THENCE S0°21'42"W at 25.0 feet pass a 3/8" rebar set for reference on the south side of Jolly Rogers Road, and continue along for a total distance of 1047.48 feet to a 3/8" rebar found at the southwest corner of said 10 acre tract, for the southeast corner of this tract, whence a 1/2" slick rod found at the southeast corner of said 10 acre tract bears S89°11'42"E 415.56 feet;

THENCE N89°21'54"W 460.86 feet, along the SBL of this tract to a 3/8" rebar found at the southeast corner of Lot 1, Block A, Holiday Inn Addition (Cabinet 4, Slide 132, Plat Records, Taylor County, Texas) for the most southerly southwest corner of this tract;

THENCE N0°22'02"E 330.71 feet, along the EBL of said Holiday Inn Addition to a 1/2" rebar found at the northeast corner of said Holiday Inn Addition for an interior corner of this tract;

THENCE N89°03'01"W 578.92 feet, along the NBL of said Holiday Inn Addition to a point on the east right-of-way line of F.M. Highway 600 (AKA West Lake Road- 100' right-of-way) at the northwest corner of said Holiday Inn Addition, for the most northerly southwest corner of this tract, whence a 1/2" rebar found bears N89°03'01"W 1.51 feet and from said point a 1/2" rebar found at the most northerly southwest corner of said Holiday Inn Addition bears S0°14'24"W 196.52 feet;

THENCE N0°14'24"E 665.08 feet, along the east right-of-way line of F.M. Highway 600 to an existing concrete right-of-way monument at a corner clip of said highway for a corner of this tract;

THENCE N61°19'33"E 56.90 feet, along said corner clip to a 1/2" rebar found on the south side of Jolly Rogers Road for a corner of this tract;

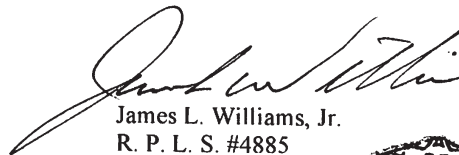
THENCE N0°14'24"E 25.00 feet, along the east right-of-way line of F.M. Highway 600 to a point in Jolly Rogers Road, and being on the south line of said Bowerman Survey and on the most southerly north line of said Section 83, for the most northerly northwest corner of this tract;

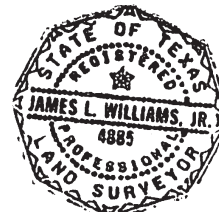
THENCE S89°06'52"E 991.47 feet, along Jolly Rogers Road and the most southerly north line of said Section 83 to the place of beginning and containing 20.61 acres of land, of which 0.57 acres are lying within Jolly Rogers Road leaving 20.04 acres net.

SEE ATTACHED PLAT.

Surveyed on the ground October 25, 2022.

Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 95-49-22-20.61ac
Firm Registration No. 10194134


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





REZONE REQUEST

Case: Z-2025-32

Owner: Bruce L Edwards

Agent: Kelly Gomez

Request: Change the zoning of approximately 20.61 acres from Agricultural Open (AO) and Medium Density (MD) to Multi-Family (MF).

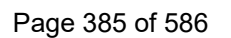
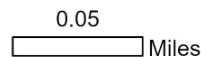
Location: 400 Block of Jolly Rogers Road

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: October 7, 2025

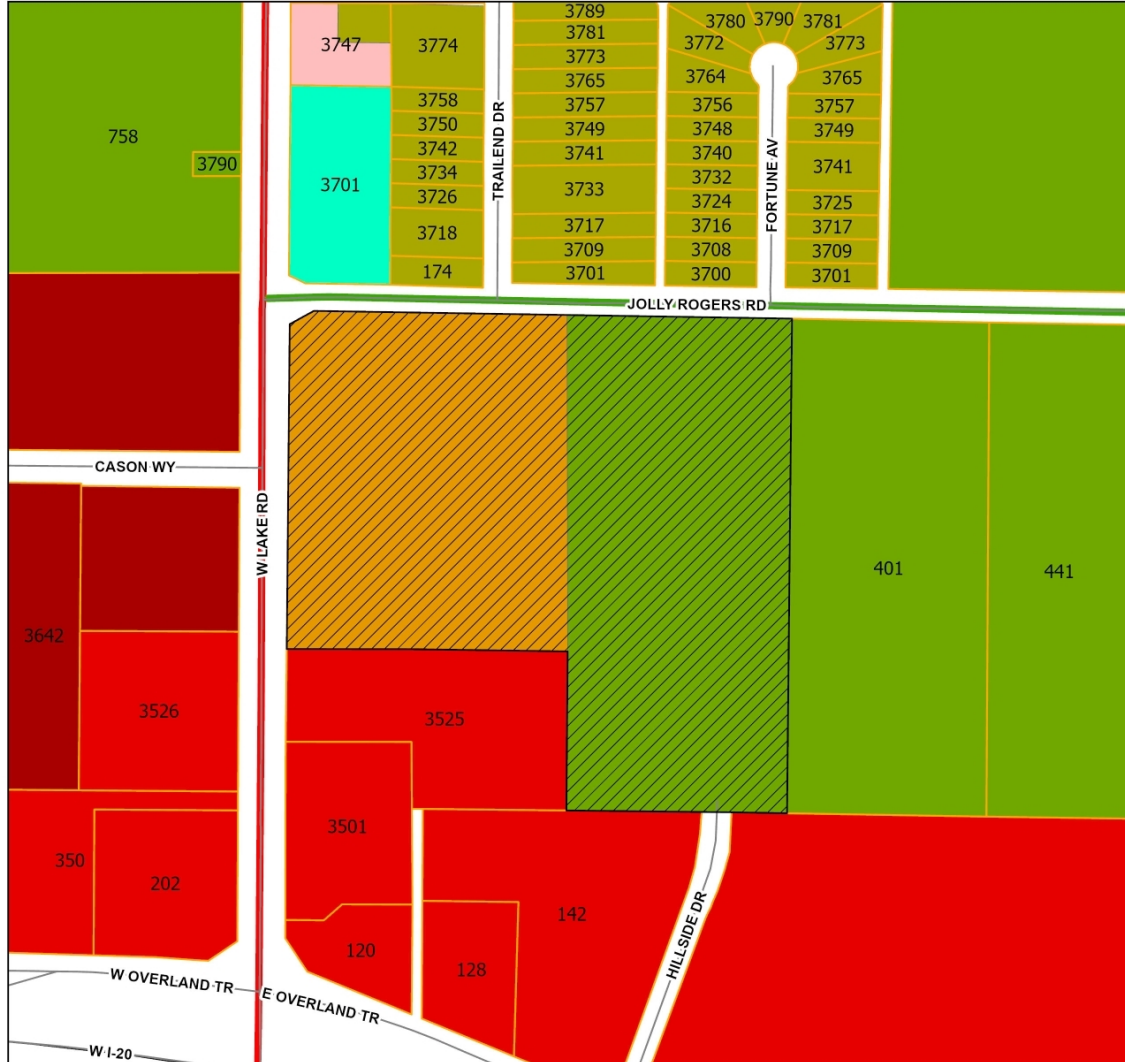
Council Hearing: October 23, 2025
November 6, 2025







ZONING MAP

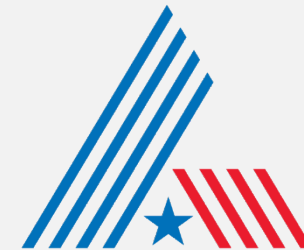


Legend

- Z-2025-32
- Courier Parcels
- PD (Planned Development)
- HC (Heavy Commercial)
- GC (General Commercial)
- NR (Neighborhood Retail)
- MH (Manufacture/ Mobile Home)
- MD (Residential - Medium Density)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway

0.05

Miles



CITY OF
ABILENE
TEXAS



USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

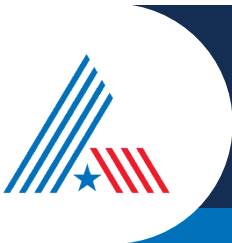
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN 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





PROPERTY VIEWS



Subject property September 25, 2025 3:31 PM



North Neighboring property September 25, 2025 3:37 PM



North Neighboring property September 25, 2025 3:35 PM



South Neighboring property September 25, 2025 3:39 PM

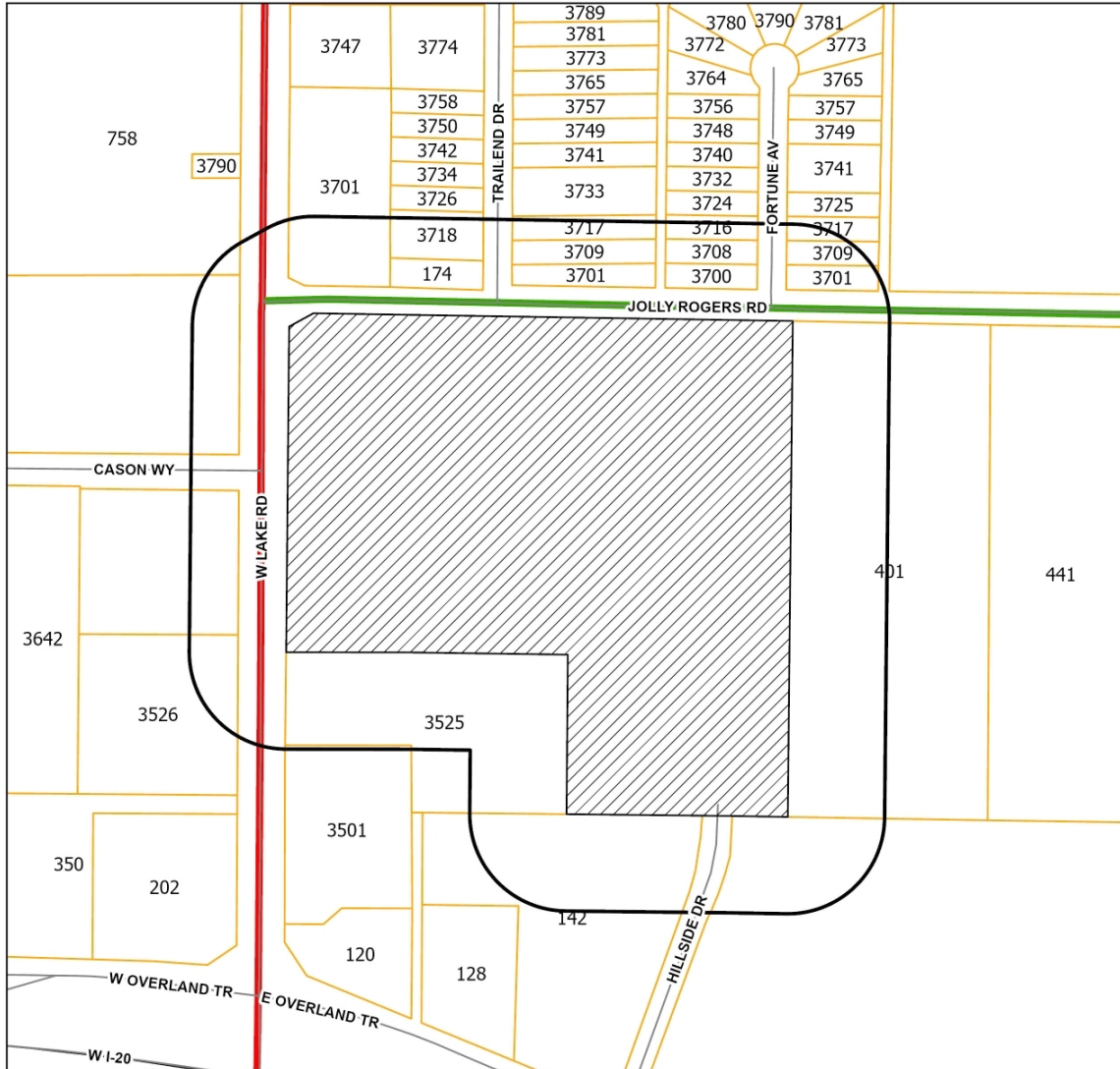


West Neighboring property





NOTIFICATION AREA MAP



Legend

- Z-2025-32
- Notification Area
- Courier Parcels
- Arterial
- Collector
- Expressway

0 - in Favor -

0 - in Opposition -





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **16. Ordinance (Final Reading) Z-2025-34: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.88 Acres From RS-8/COR And AO/COR To GR/COR. Located at 6144 Buffalo Gap Road. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the Abilene City Limits in 1963, designated for Residential Single-Family (RS-8) and Agricultural Open (AO) zoning. It has remained primarily residential since that time. Additionally, the property is located within the Corridor Overlay, meaning that overlay requirements will apply during development.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Ordinance
2. Proposed Site Plan
3. Owner Authorization
4. Z-2025-34 Flood
5. Legal Description
6. Staff Report (4)
7. Presentation (3)

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

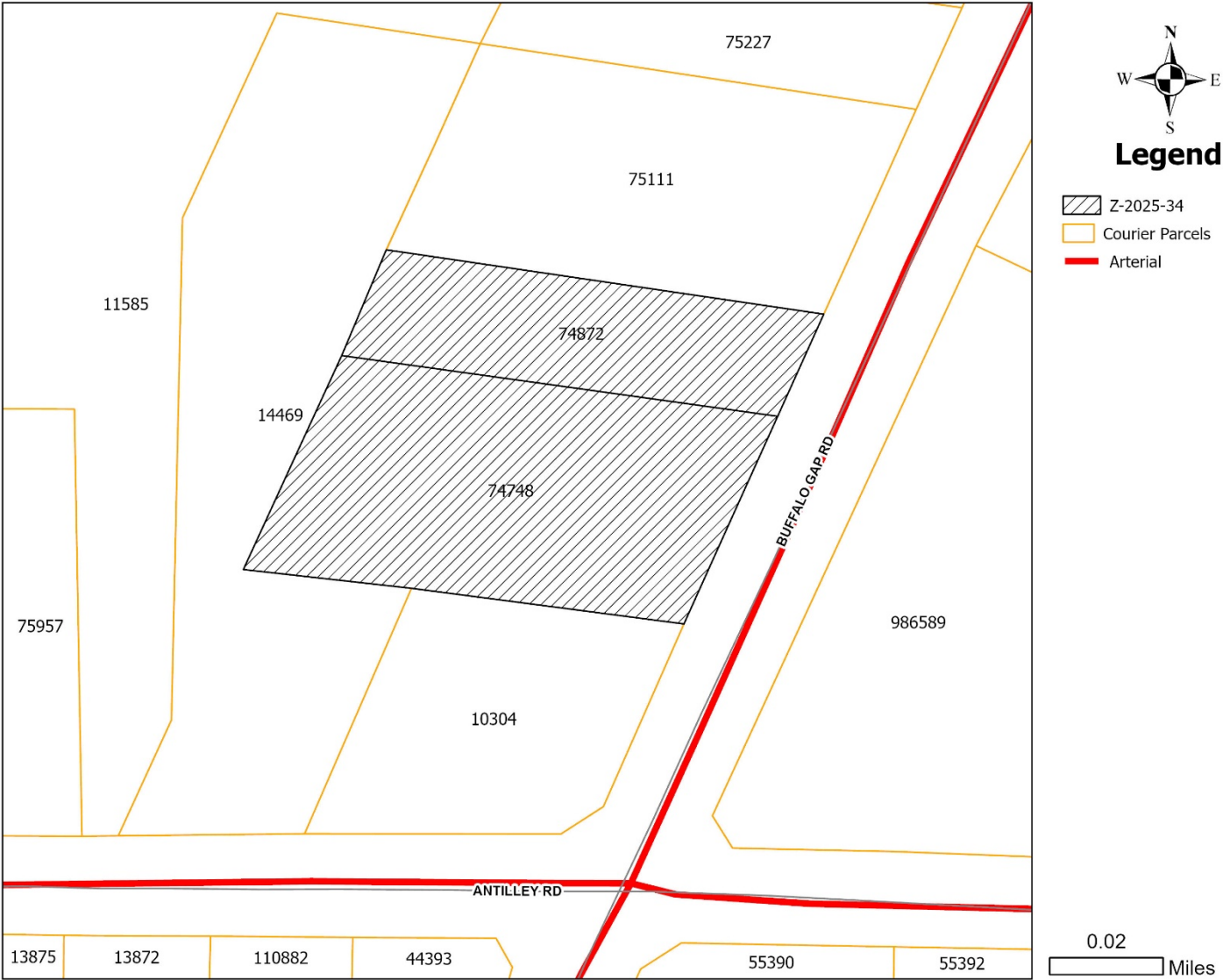
Change the zoning of approximately 2.88 acres from RS-8/COR and AO/COR to GR/COR.

Located at 6144 Buffalo Gap Road.

Legal description as follows:

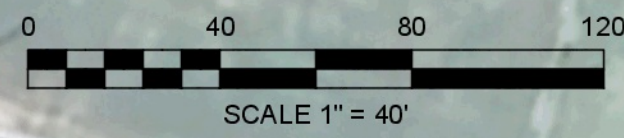
- 1) **BEGINNING** at a 1/2" iron rod found in common line of the Church Lot as shown on the plat of said G.J. Roberts Subdivision and of said Lot 1, same being the west right-of-way line of Buffalo Gap Road previously dedicated and described in a Deed recorded in Volume 641, Page 249 of the Deed Records of Taylor County, Texas (DRTCT) and previously dedicated and described in a Deed recorded in Volume 645, Page 544 of the DRTCT, for the southeast corner of these plat limits, having coordinates of Northing: 6,821,348.86 and Easting: 1,574,953.17 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a concrete monument marked "TEXAS HIGHWAY DEPARTMENT" found in the west right-of-way line of said Buffalo Gap Road, bears S. 24° 50' 59" W. a distance of 201.60 feet having coordinates of Northing: 6,821,166.00 and Easting: 1,574,868.49 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 2) **THENCE** N. 82° 00' 01" W., along the common line of said Lot 1 and said Church Lot, at a distance of 255.85 feet pass a 1/2" iron rod found at the north common corner of Lot 11 as shown on the plat of said G.J. Roberts Subdivision and of said Church Lot, continuing along the common line of said Lots 1 and 11 for a total distance of 414.95 feet to a 1/2" iron rod with a cap marked "RPLS 4130" found in the east line of that certain 1.96 acre tract conveyed to Wylie Independent School District as described in a Warranty Deed recorded in Volume 2027, Page 782 of the Official Public Records of Taylor County, Texas (OPRTCT), for the northwest corner of said Lot 11, the southwest corner of said Lot 1 and these plat limits;
- 3) **THENCE** N. 24° 30' 50" E., along the common line of said 1.96 acre tract and said Lot 1, at a distance of 105.07 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" found at the west common corner of said Lot 1 and Lot 2 of said G.J. Roberts Subdivision, continuing along the common line of said Lot 2 and said 1.96 acre tract, a distance of 210.13 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" found at the west common corner of said Lot 2 and Lot 3 of said G.J. Roberts Subdivision, continuing for a total distance of 315.20 feet for the west common corner of Lot 105 as shown on the plat of G.J. Roberts Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 4, Slide 409 of the OPRTCT and said Lot 3 for the northwest corner of these plat limits, having coordinates of Northing: 6,821,693.35 and Easting: 1,574,673.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 4) **THENCE** S. 81° 53' 25" E., along the common line of said Lot 3 and said Lot 150, a distance of 416.63 feet to a 1/2" iron rod with a cap marked "RPLS 4130" found in the west right-of-way line of Buffalo Gap Road previously dedicated and described in a Deed recorded in Volume 645, Page 542, for the northeast corner of these plat limits;
- 5) **THENCE** S. 24° 50' 59" W. a distance of 314.91 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, being calculated from a point of origin located at Northing: 6,821,342.80 and Easting: 1,574,913.06, with a convergence angle of (-) 00° 41' 43.10" to true north and combined scale factor of 0.999859063. Distances are at surface in U.S. survey feet.

Surveyed August 21, 2025



END

D:\SKY 2025\2025.1010 - MCDONALD'S USA, LC 42-3732 - NEW BUILD (6142 BUFFALO GAP ROAD, ABILENE, TX)\CONCEPT\X-SITE-CONCEPT G.DWG



DRAWN BY	C.L.C.
CHECKED BY	S.T.M.
SHEET NO.	01 OF 03
FILE NO.	SKY2025.1010



McDonald's USA, LLC

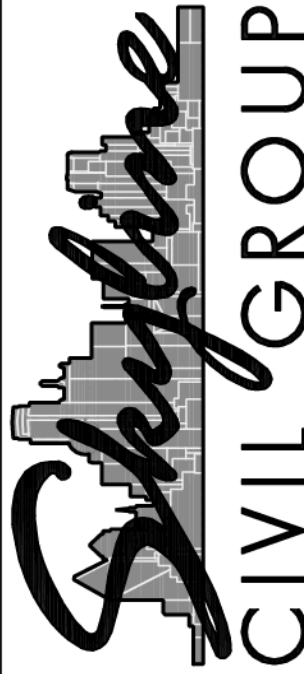
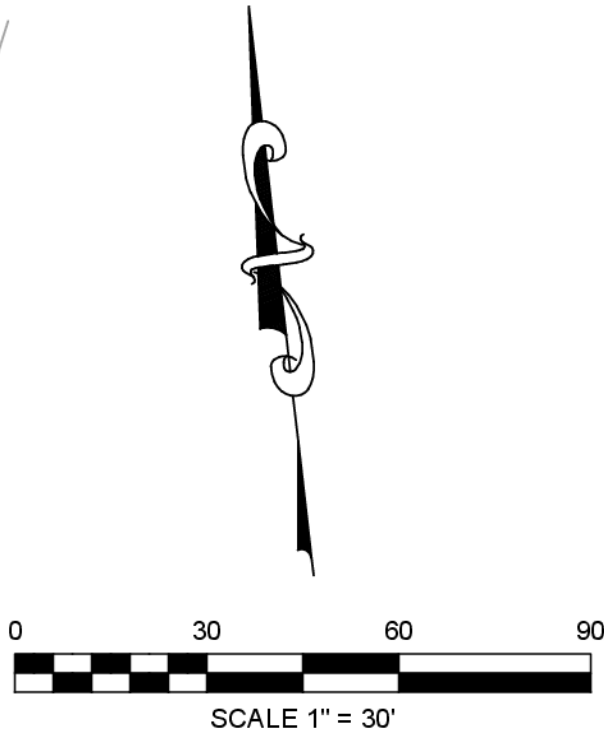
These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issued date and are not valid for any other project. This drawing was created as part of a larger set of drawings. An example of another project requires the services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

SIGNATURE (2 REQUIRED)		DATE
REGIONAL MGR		
OPERATIONS DEPT		
REAL ESTATE DEPT		

CO-SIGN SIGNATURES	
CONTRACTOR	

6142 Buffalo Gap Road

PROJECT NAME	1 BUFFALO GAP ROAD, STE. 830, IRVINE, CA 92612
PROJECT NO.	42-3732

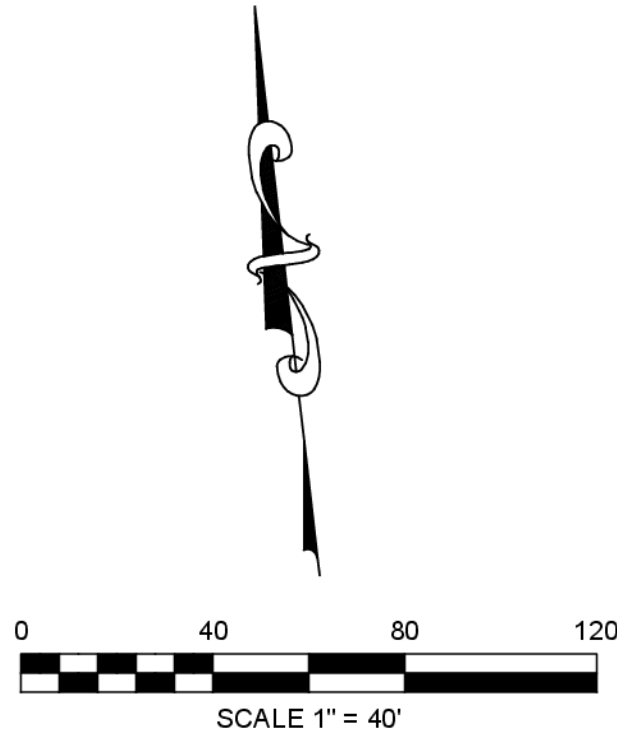


Skyline Cml Group, LLC • **Lubbock Address:** 4414 82nd Street, STE 212-140, Lubbock, TX 79424
Midland Address: 3323 N. Midland Drive, STE 113-166; Midland, TX 79707
 • Firm No.: AZ - 22662-0, KS - 5-31 26, LA - EF.0006682, OK - 8542, TX - 17171
 • O: (432) 685-1226 • www.skylinecmlgroup.com

SITE PLAN				
REV	DATE	DESCRIPTION	BY	APPR

SITE PLAN

DRAWN BY		C. L. C.		OFFICE LONG BEACH FIELD OFFICE ADDRESS 1805 JAMBOREE ROAD, STE. 850, IRVINE, CA 92612 42-3732	
CHECKED BY		S. T. M.			
DATE		MAY 2025		PREPARED FOR: © COPYRIGHT  McDonald's USA, LLC These are specifications for this confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of these drawings for reference or reproduction without the written authorization of McDonald's USA, LLC is prohibited. Reproduction of the contract documents for reuse on another project is not authorized.	
SHEET NO.		02 OF 03			
FILE NO.		SKY2025.1010			
CONTRACTOR		CO-SIGN SIGNATURES 6142 Buffalo Gap Road Abilene, TX			
OWNER					



Skylight Civil Group, LLC • Lubbock Address: 4414 82nd Street, STE 212-140, Lubbock, TX 79424
Midland Address: 3323 N. Midland Drive, STE 113-166, Midland, TX 79707
• Firm No.: AZ - 22662-0, KS - E-31, LA - EF-0006680, OK - 8542, TX - 17171
• O: (432) 685-1226 • www.skylightcivilgroup.com

[illegible]

TRUCK ROUTE

DRAWN BY		C. L. C.	
CHECKED BY		S. T. M.	
DATE		MAY 2025	
SHEET NO.		03 OF 03	
FILE NO.		SKY2025.101	
PLAN APPROVALS		CO-SIGN SIGNATURES	
SIGNATURE (2 REQUIRED)		CONTRACTOR	
DATE		OWNER	
OFFICE		6142 Buffalo Gap Road	
LONG BEACH FIELD OFFICE		Abilene, TX	
ADDRESS 1836 JAMBOREE ROAD, STE. 800 IRVINE, CA 92612			
42-3732			
PREPARED FOR: © COPYRIGHT			
			
McDonald's USA, LLC			
All McDonald's restaurants are the confidential and proprietary property of McDonald's USA, LLC and are not to be disclosed to the public. Any use of this information without the written consent of McDonald's USA, LLC is strictly prohibited. This document is for internal use only and is not to be distributed outside of McDonald's USA, LLC. All rights reserved. © 2025 McDonald's USA, LLC. All trademarks are the property of their respective owners. McDonald's, the McDonald's logo, and all other marks contained herein are trademarks and registered trademarks of McDonald's USA, LLC or its subsidiaries. All other marks contained herein are the property of their respective owners.			



2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: GJ Roberts Total Number of Acres: 3.0
Zoning Classification(s): Ao/COR + RS-8/COR Total Number of Lots: 3
Location: ± 340' North of Buffalo Gap + Antilley Rd. Intersection, west of Buff. Gap.

Property Owner Information & Authorization

Name/Company: Jean Waldrop Casey
Address: 3472 Chumney Rock Rd
City: Abilene State: Texas Zip Code: 79606
Phone: 325-692-7899 Email: jmc Casey@gmail.com

Project Representation (check one):

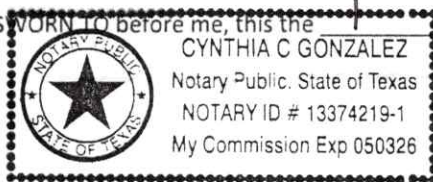
- ☐ I will represent the application myself; OR
☒ I hereby designate Stephen T. Marcum (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding 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: Jean Waldrop Casey Date: 8-1-25
STATE OF: Texas
COUNTY OF: Taylor

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

SUBSCRIBED AND SWORN TO before me, this the 1 day of August, 2025

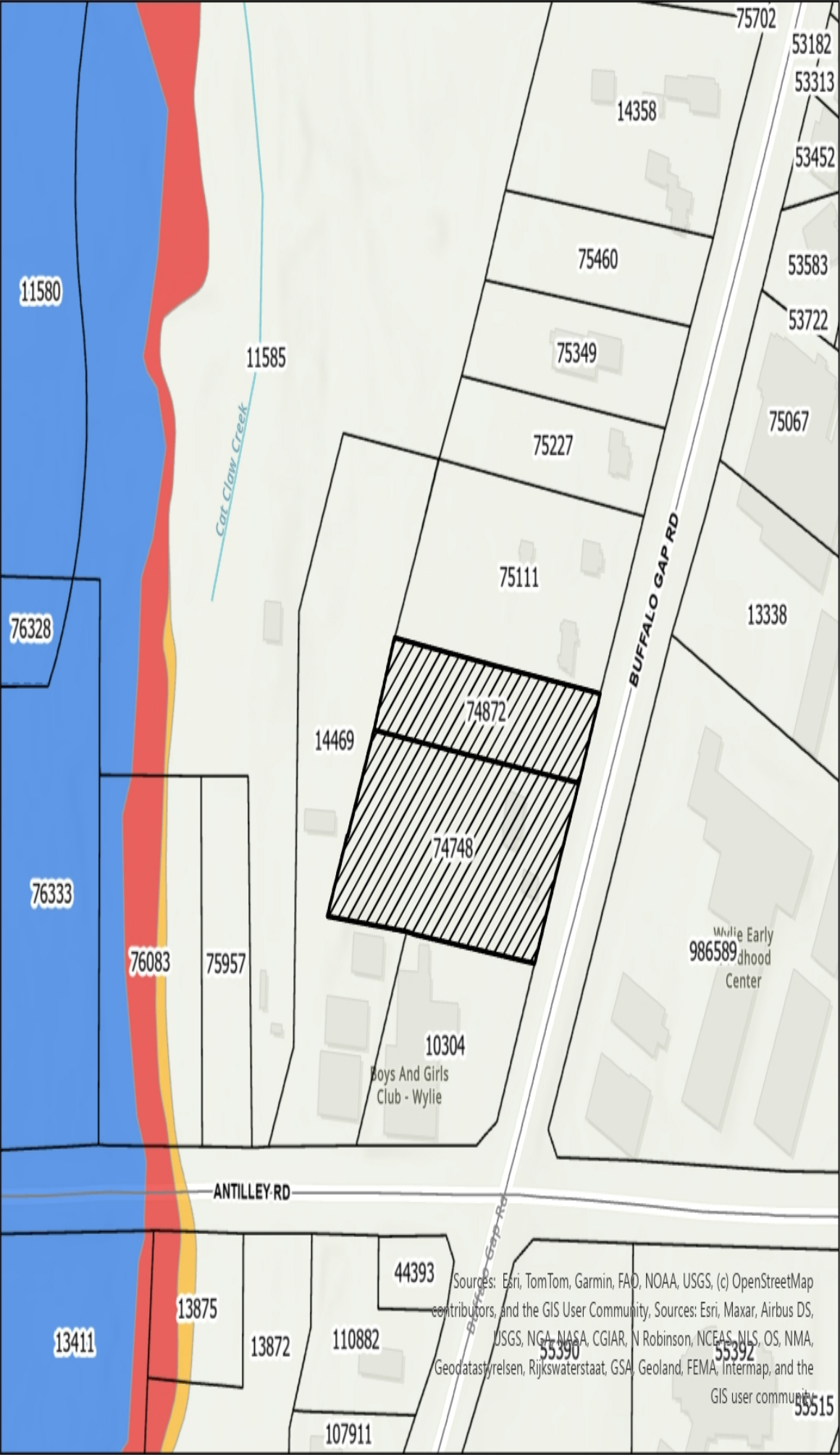


Cynthia Gonzalez
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Stephen T. Marcum Company: Skyline Civil Group, LLC
Address: 4414 B2nd Street; STE 212-140 City: Lubbock State: Tx
Zip Code: 79424 Number: (432) 230-4081 Email: smarcum@skylinecivilgroup.com



- Z-2025-33
- FEMA Flood Zones**
- | | |
|------------------|------------------|
| Floodway | Floodway |
| 100 Year 1% | 100 Year 1% |
| 500 Year .2% | 500 Year .2% |
| Unstudied A Zone | Unstudied A Zone |

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



**PLAT LIMITS DESCRIPTION FOR
G.J. ROBERTS SUBDIVISION,
LOTS 1-A AND 2-A,
BEING A REPLAT OF A PORTION OF LOTS 1, 2 AND 3 OF,
G.J. ROBERTS SUBDIVISION OF PART OF THE
A. GREENWALL SURVEY # 100
TAYLOR COUNTY TEXAS**

Plat limits description of Lots 1-A and 2-A, being a replat of a portion of Lots 1, 2 and 3 of, G.J. Roberts Subdivision of part of the A. Greenwall Survey # 100, Taylor County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2, Page 58 of the Map Records of Taylor County, Texas, said plat limits contain 2.88 acres being further described by metes and bounds as follows:

1) **BEGINNING** at a 1/2" iron rod found in common line of the Church Lot as shown on the plat of said G.J. Roberts Subdivision and of said Lot 1, same being the west right-of-way line of Buffalo Gap Road previously dedicated and described in a Deed recorded in Volume 641, Page 249 of the Deed Records of Taylor County, Texas (DRTCT) and previously dedicated and described in a Deed recorded in Volume 645, Page 544 of the DRTCT, for the southeast corner of these plat limits, having coordinates of Northing: 6,821,348.86 and Easting: 1,574,953.17 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a concrete monument marked "TEXAS HIGHWAY DEPARTMENT" found in the west right-of-way line of said Buffalo Gap Road, bears S. 24° 50' 59" W. a distance of 201.60 feet having coordinates of Northing: 6,821,166.00 and Easting: 1,574,868.49 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) **THENCE** N. 82° 00' 01" W., along the common line of said Lot 1 and said Church Lot, at a distance of 255.85 feet pass a 1/2" iron rod found at the north common corner of Lot 11 as shown on the plat of said G.J. Roberts Subdivision and of said Church Lot, continuing along the common line of said Lots 1 and 11 for a total distance of 414.95 feet to a 1/2" iron rod with a cap marked "RPLS 4130" found in the east line of that certain 1.96 acre tract conveyed to Wylie Independent School District as described in a Warranty Deed recorded in Volume 2027, Page 782 of the Official Public Records of Taylor County, Texas (OPRTCT), for the northwest corner of said Lot 11, the southwest corner of said Lot 1 and these plat limits;

3) **THENCE** N. 24° 30' 50" E., along the common line of said 1.96 acre tract and said Lot 1, at a distance of 105.07 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" found at the west common corner of said Lot 1 and Lot 2 of said G.J. Roberts Subdivision, continuing along the common line of said Lot 2 and said 1.96 acre tract, a distance of 210.13 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" found at the west common corner of said Lot 2 and Lot 3 of said G.J. Roberts Subdivision, continuing for a total distance of 315.20 feet for the west common corner of Lot 105 as shown on the plat of G.J. Roberts Subdivision, an addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 4, Slide 409 of the OPRTCT and said Lot 3 for the northwest corner of these plat limits, having coordinates of Northing: 6,821,693.35 and Easting: 1,574,673.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

4) **THENCE** S. 81° 53' 25" E., along the common line of said Lot 3 and said Lot 150, a distance of 416.63 feet to a 1/2" iron rod with a cap marked "RPLS 4130" found in the west right-of-way line of Buffalo Gap Road previously dedicated and described in a Deed recorded in Volume 645, Page 542, for the northeast corner of these plat limits;

5) **THENCE** S. 24° 50' 59" W. a distance of 314.91 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, being calculated from a point of origin located at Northing: 6,821,342.80 and Easting: 1,574,913.06, with a convergence angle of (-) 00° 41' 43.10" to true north and combined scale factor of 0.999859063. Distances are at surface in U.S. survey feet.

Surveyed August 21, 2025

250310 – G.J. Roberts Subdivision, Lots 1-A and 2-A

ZONING CASE

Z-2025-34

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Reading: October 23, 2025
City Council 2nd Reading: November 6, 2025

Applicant

Owner: Jean Waldrop Casey
Agent: Stephen Marcum

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 2.88 acres from RS-8/COR and AO/COR to GR/COR.

Location

Located at 6144 Buffalo Gap Road. Legal description being lots 1, 2, and 3 of the G.J. Roberts Subdivision, part of the A. Greenwall Survey # 100, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the Abilene City Limits in 1963, designated for Residential Single-Family (RS-8) and Agricultural Open (AO) zoning. It has remained primarily residential since that time. Additionally, the property is located within the Corridor Overlay, meaning that overlay requirements will apply during development.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR/COR	Mister Carwash
East	RS-8/COR	Wylie ISD
South	RS-8/COR	Church
West	AO	Wylie School

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 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 for the area.

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

This property will be subject to platting and official site plan review. All required utilities will be addressed during these review processes.

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

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

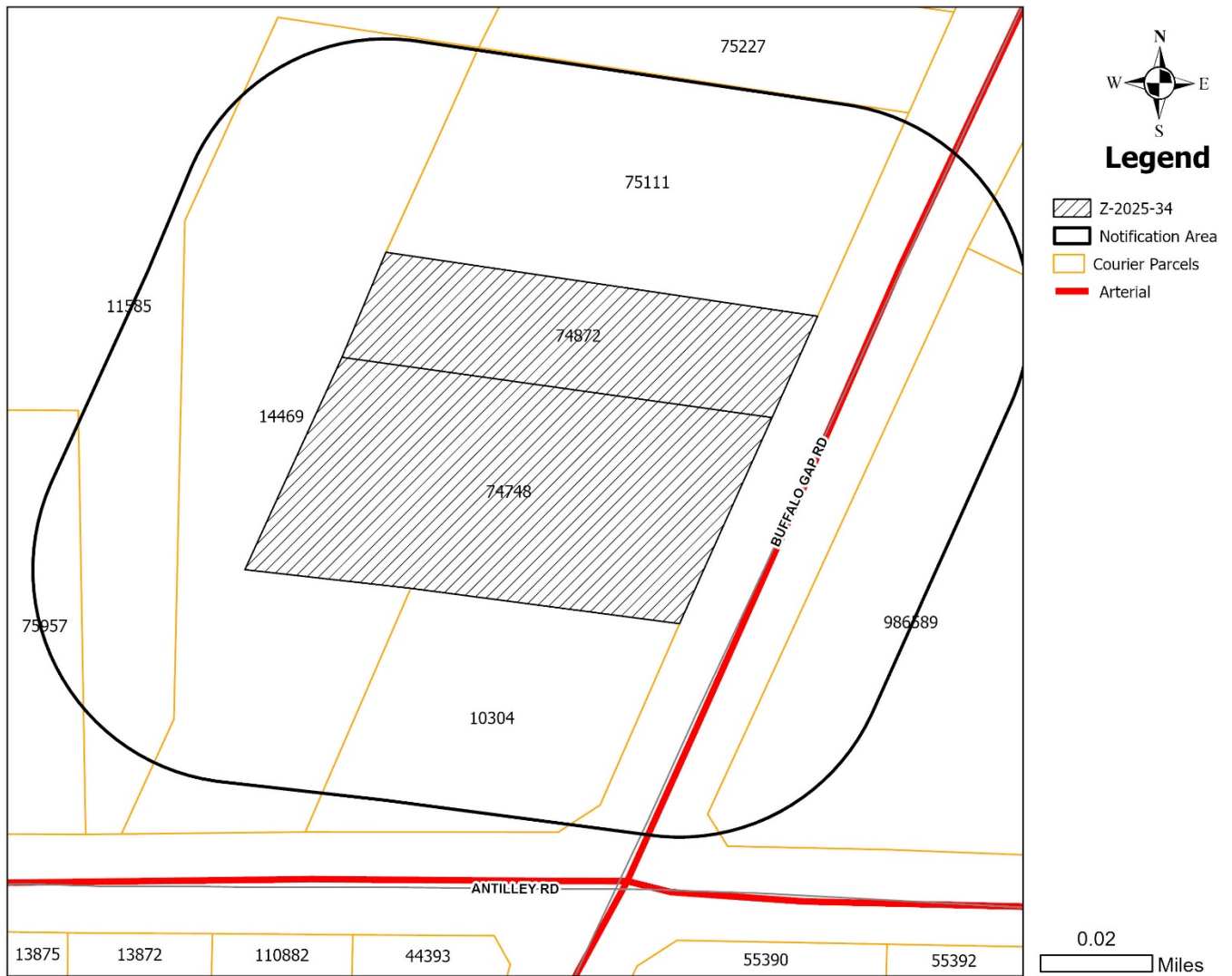
- PowerPoint Presentation
- Project Overview
- Proposed Site Plan

Notification

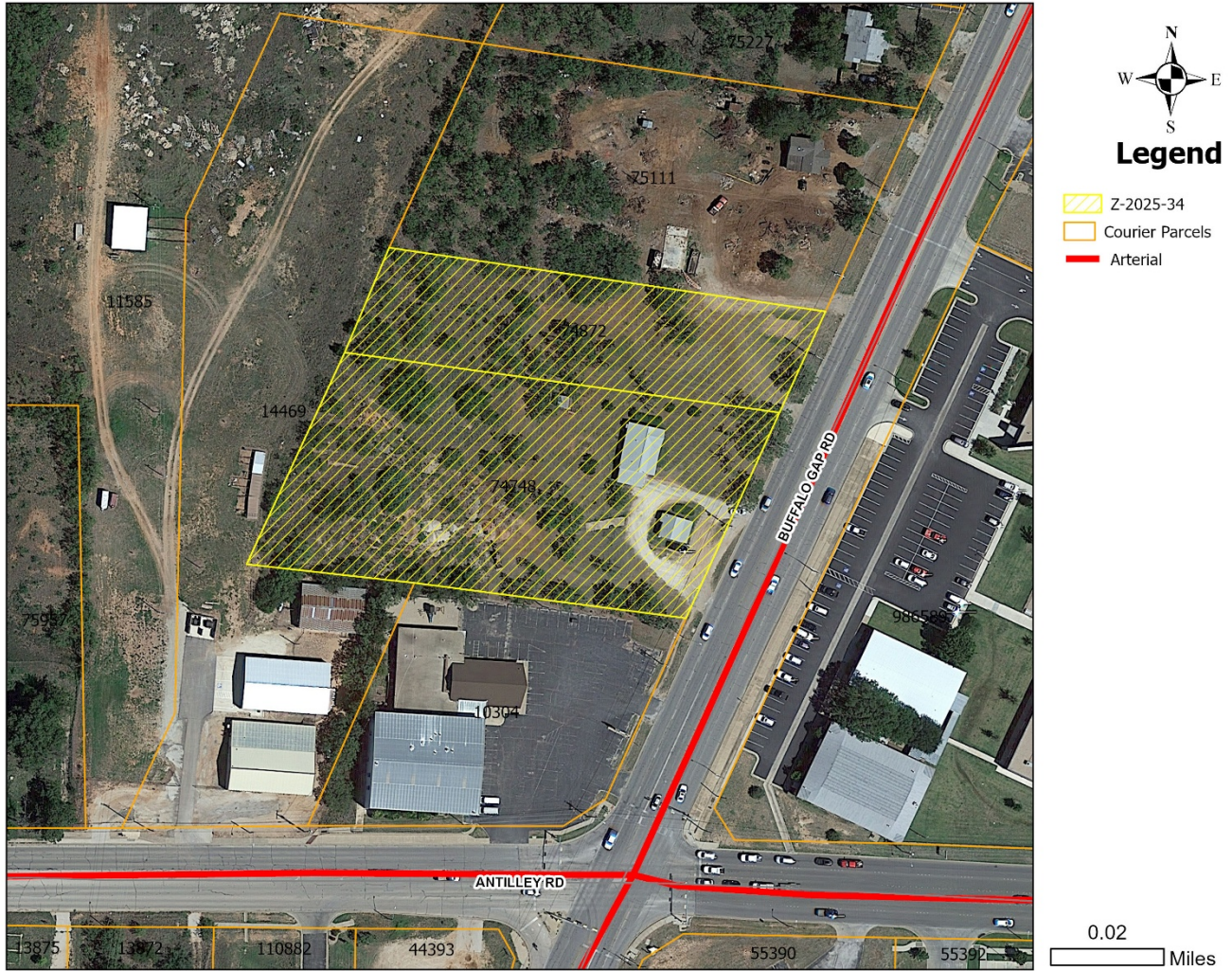
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CASEY JEAN WALDROP	74748	6142 BUFFALO GAP RD	
CASEY JEAN WALDROP	74748	6144 BUFFALO GAP RD	
CASEY VELMA J	74872	6134 BUFFALO GAP RD	
HUNTLEY BRIAN	75957	4102 ANTILLEY RD	
NNN REIT LP	75111	6110 BUFFALO GAP RD	
NNN REIT LP	75111	6110 1/2 BUFFALO GAP RD	
NNN REIT LP	75111	6118 BUFFALO GAP RD	
WYLIE BAPTIST CHURCH	13338		
WYLIE CHRISTIAN CHURCH	10304	6250 BUFFALO GAP RD	
WYLIE IND SCHOOL DIST	11585	4042 ANTILLEY RD	
WYLIE IND SCHOOL DIST	986589	6251 BUFFALO GAP RD	
WYLIE IND SCHOOL DIST	986589	6249 BUFFALO GAP RD	
WYLIE IND SCHOOL DIST	14469	4026 ANTILLEY RD	

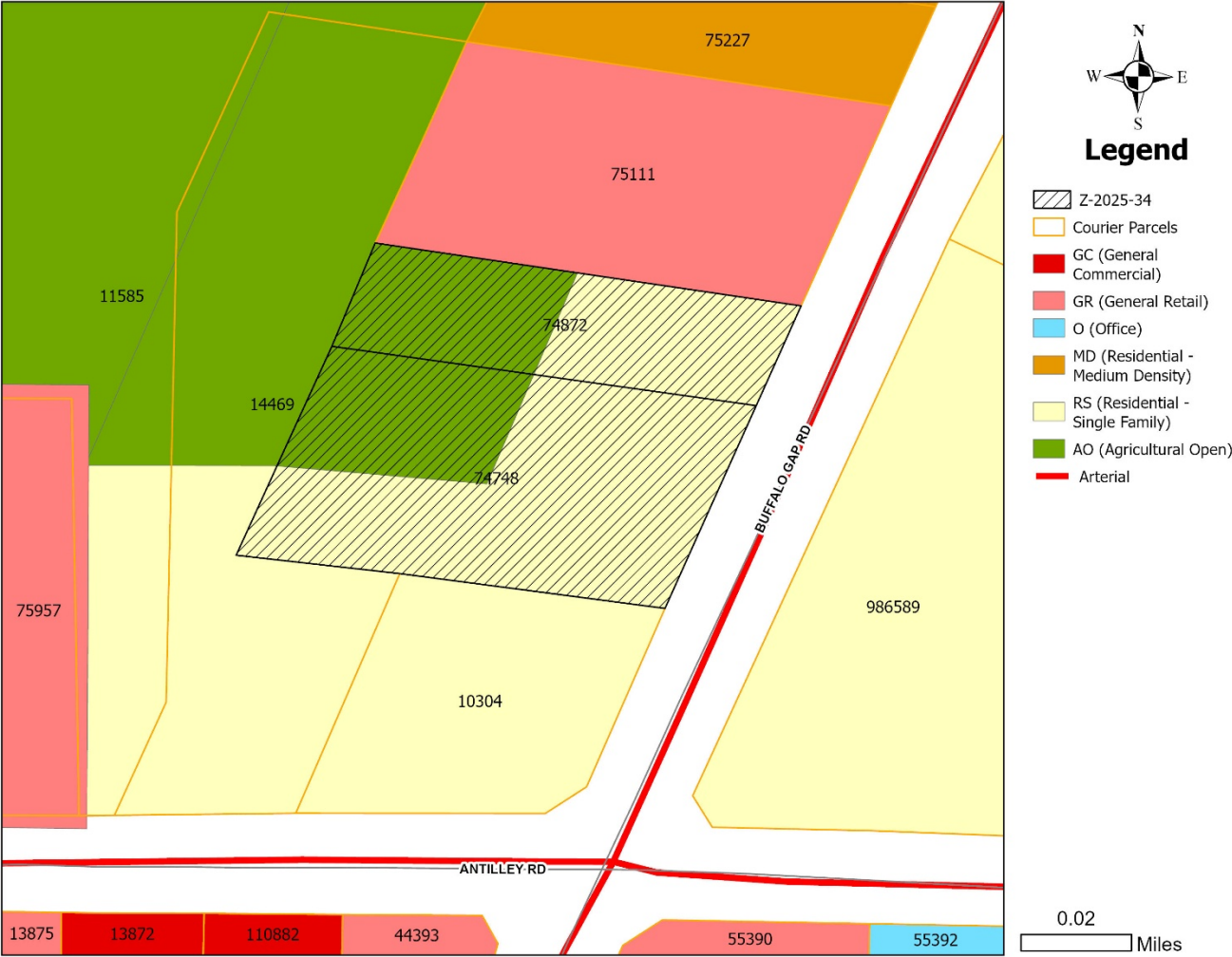
NOTIFICATION MAP



LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2025-34

Owner: Jean Waldrop Casey

Agent: Stephen Marcum

Request: Change the zoning of approximately 2.88 acres from RS-8/COR and AO/COR to GR/COR

Location: 6144 Buffalo Gap Road

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: October 7, 2025

Council Hearing: October 23, 2025
November 6, 2025





AERIAL LOCATION MAP

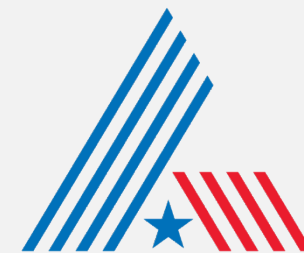


Legend

-  Z-2025-34
-  Courier Parcels
-  Arterial

0.02

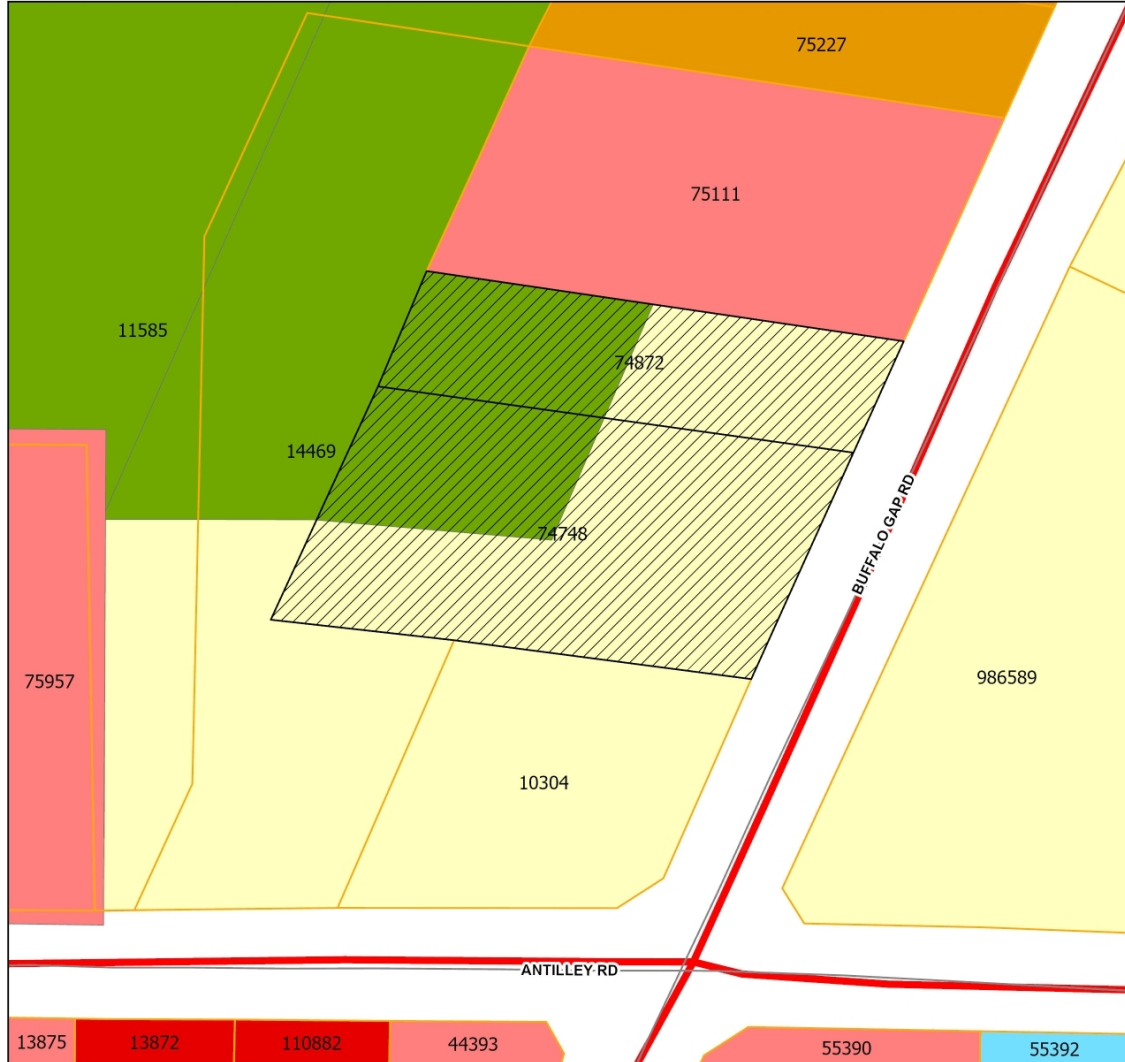
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

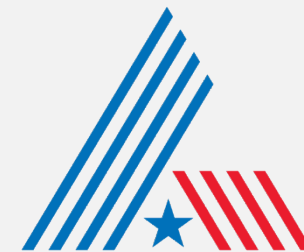


Legend

- Z-2025-34
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- O (Office)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial

0.02

Miles



CITY OF
ABILENE
TEXAS



USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements
Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





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





USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





PROPERTY VIEWS



Subject property

September 25, 2025 3:55 PM



North Neighboring property

September 25, 2025 3:56 PM



South Neighboring property

September 25, 2025 3:57 PM



East Neighboring property

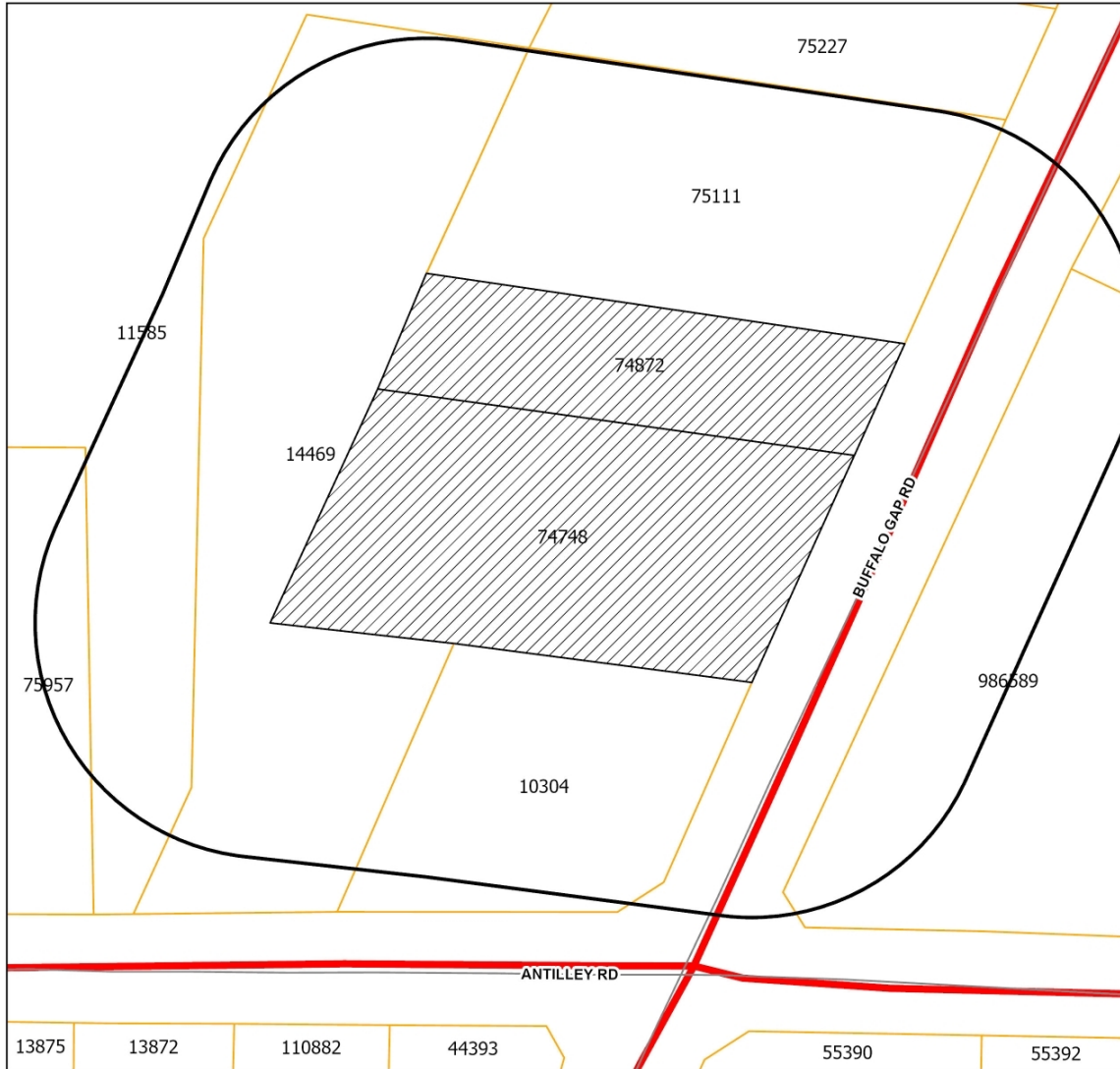
September 25, 2025 3:57 PM



CITY OF
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TEXAS



NOTIFICATION AREA MAP

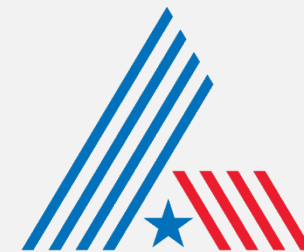


Legend

- Z-2025-34
- Notification Area
- Courier Parcels
- Arterial

0 - in Favor - 

0 - in Opposition - 



CITY OF
ABILENE
TEXAS

0.02

Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 17. Ordinance (Final Reading) Z-2025-35: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-136). Located at 1699 S. 1st Street (*Tim Littlejohn*)

GENERAL INFORMATION

In 2011, Ordinance No. 48-2011 established a Planned Development District, PDD-136, allowing the building to be used for commercial purposes while requiring that its historic appearance remains visible from South First Street and Grape Street. As part of the ongoing Abilene Heritage Square development, a new wing is planned as an addition to the original historic building. To facilitate this expansion, an amendment to PDD-136 would need to be approved to allow for the inclusion of a drive-thru library book return, which will be integrated into the main building. The amendment to the Planned Development District will continue with the original intent of preserving the historic character of the main building as viewed from South First and Grape Streets.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Ordinance
2. staff report
3. Application
4. Red Line Version
5. PDD-136 (Lincoln Middle School)
6. PD Verbage
7. New PD Verbage
8. Z-2025-35 Flood
9. 1534 S 2nd St APT A
10. 1541 S 2nd St
11. 1543 S 3rd St APT B
12. presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-136 AND ORDINANCE NO. 48-2011 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. 48-2011, 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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

1st Amendment to Ordinance No. 48-2011

Located at 1699 South 1st Street, Abilene, Taylor County, Texas.

Legal description being Block 184, Lot 101 of Original Town Abilene,

AMEND: PART 7: Specific Modifications: This Planned Development shall be subject to the requirements of the General Commercial (GC) zoning district, except as modified below.

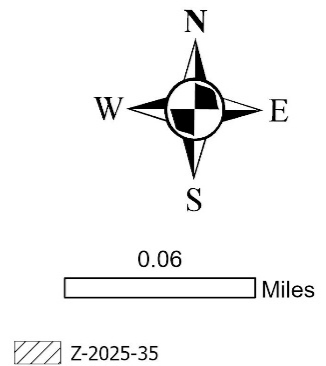
A. PERMITTED USES:

- **REMOVE:** Drive Thru Facility, not in main building
- **ADD:** Drive Thru Facility as approved by the Landmarks Commission

B. SITE DEVELOPMENT

3. **REMOVE:** The existing window openings must be preserved either with windows or the appearance of windows on the front and side facades of the main building.
ADD: Window openings that exist in internal spaces created by new construction and not appearing on the front or east façade of the main building may be selectively filled in with material of the owner's choice.

EXHIBIT B



END

ZONING CASE: Z-2025-35 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Read: October 23, 2025
City Council 2nd Read: November 6, 2025

Applicant

Owner: Abilene Heritage Square

Case Manager

Kera Valois – Planner

Request

Amend the terms and conditions of a Planned Development District (PDD-136) to accommodate new construction.

Location

Located at 1699 South 1st Street. Original Town Abilene, Block 184, Lot 101, Abilene, Taylor County, Texas.

Background

In 2011, Ordinance No. 48-2011 established a Planned Development District, PDD-136, allowing the building to be used for commercial purposes while requiring that its historic appearance remains visible from South First Street and Grape Street.

As part of the ongoing Abilene Heritage Square development, a new wing is planned as an addition to the original historic building. To facilitate this expansion, an amendment to PDD-136 would need to be approved to allow for the inclusion of a drive-thru library book return, which will be integrated into the main building. The amendment to the Planned Development District will continue with the original intent of preserving the historic character of the main building as viewed from South First and Grape Streets.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD	Residential
East	MD	Residential
South	MD	Residential
West	MD	Residential

Criteria Assessment

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

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

The proposed changes are consistent with the Comprehensive Plan and the intent of PDD-136.

(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 amendment to PDD-136 is consistent with the zoning and uses of the area surrounding the subject property.

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

The property has access to all required utilities.

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

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

- Application
- PowerPoint
- Original ordinance
- Proposed amendment
- Red line ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025 via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE HERITAGE SQUARE IN	56849	1699 S 1 ST ST	
ALMAGUER RIVERA MARIA PATRICIA	28212	225 PEACH ST	
AVILA EUSTOLIO & MARY	28331	1541 S 2 ND ST	O
CHILDRESS CODY	26158	1549 S 1 ST ST	
CORPIAN GARY LEE & MARILU LEE	26665	1534 S 2 ND ST APT A	O
CORPIAN GARY LEE & MARILU LEE	26665	1534 S 2 ND ST APT B	O
CORPIAN GARY LEE & MARILU LEE	26539	1526 B S 2 ND ST	O
CORPIAN GARY LEE & MARILU LEE	26539	1526 A S 2 ND ST	O
CORTEZ ALFREDO & BLANCA	58240	1703 S 3 RD ST	
CORTEZ ALFREDO & BLANCA	58381	310 JEANETTE ST	
DOSSANTOS ALVARO LIMA &	58110	302 PEACH ST	
DOSSANTOS ALVARO LIMA &	58110	1613 S 3 RD ST	
DOSSANTOS ALVARO LIMA &	58110	304 PEACH ST	
DOSSANTOS ALVARO LIMA &	57255	1615 S 3 RD ST	
FIRST BANK TEXAS SSB	63753	134 VINE ST	
FIRST NATIONAL BANK BAIRD	62197	1849 S 1 ST ST	
FIRST NATIONAL BANK OF BAIRD	63383	108 VINE ST	
FIRSTDAY FOUNDATION	66632		
FIRSTDAY FOUNDATION	225113	202 VINE ST	
FIRSTDAY FOUNDATION	225113	142 VINE ST	
FORD RICHARD A	57647	309 JEANETTE ST	

HERNANDEZ JOSE LUIS &	57115	319 JEANETTE ST	
HERNANDEZ JOSE LUIS &	57115	317 JEANETTE ST	
JAR LAND & INVESTMENST LLC	26401	117 PEACH ST	
JAR LAND & INVESTMENTS LLC	26812	1540 S 2 ND ST	
JAR LAND INVESTMESNT LLC	26282	1583 S 1 ST ST	
KG REALCO WEST LLC	56986	1705 S 3 RD ST	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 101	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 102	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 103	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 104	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 105	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 106	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 107	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 108	
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KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 111	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 112	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 113	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 114	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 115	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 116	
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KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 202	
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KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 217	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 218	
LOPEZ FERNANDO TORRES	27893	241 PEACH ST	
NICHOLS LARRY & LORETTA K	58515	318 JEANETTE ST	
NIEVES RICHARD MICHAEL JR	57401	312 PEACH ST	
NIEVES RICHARD MICHAEL JR	57401	310 PEACH ST	
OK PROPERTIES LLC A SERIES LLC	66987	1702 S 3 RD ST	
PACHICANO JUAN & ROSALINDA	67119	1802 S 3 RD ST	
RAMIREZ MARIA ELENA M LIFE EST	29357	317 ½ PEACH ST	
RAMIREZ MARIA ELENA M LIFE EST	29357	317 PEACH ST	
SMITH MARY LOU	29647	1543 S 3 RD ST APT B	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT A	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT C	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT D	O
VILLARREAL JOEL S	29805	1525 S 3 RD ST	
VILLARREAL JOEL S	29805	1525 ½ S 3 RD ST	

WHITE ACRES PROPERTIES LLC	57829	1631 S 3 RD ST	
WHITE ACRES PROPERTIES LLC	57829	1633 S 3 RD ST	

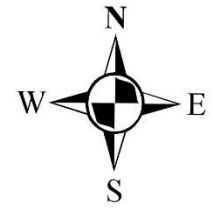
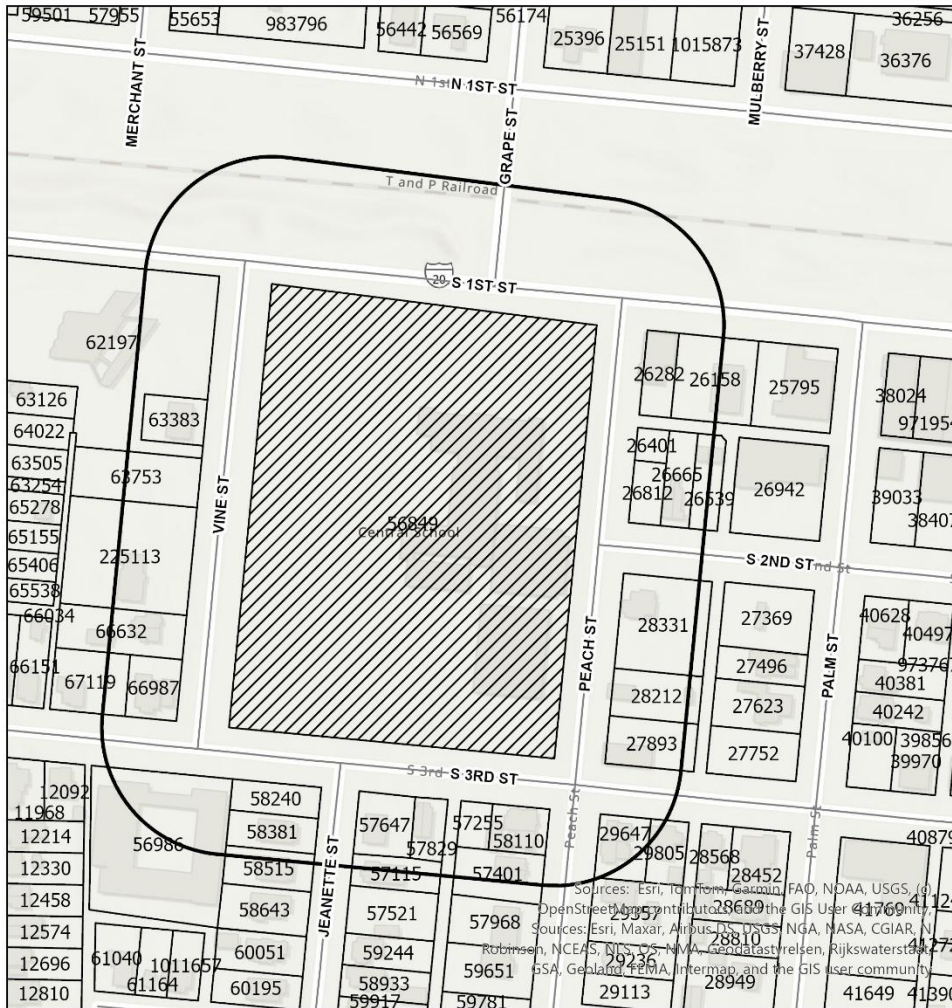
PROPERTY ID

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CHILDRESS CODY	26158	1549 S 1 ST ST	
JAR LAND INVESTMENTS LLC	26282	1583 S 1 ST ST	
JAR LAND & INVESTMENTS LLC	26401	117 PEACH ST	
CORPIAN GARY LEE & MARILU LEE	26539	1526 B S 2 ND ST	O
CORPIAN GARY LEE & MARILU LEE	26539	1526 A S 2 ND ST	O
CORPIAN GARY LEE & MARILU LEE	26665	1534 S 2 ND ST APT A	O
CORPIAN GARY LEE & MARILU LEE	26665	1534 S 2 ND ST APT B	O
JAR LAND & INVESTMENTS LLC	26812	1540 S 2 ND ST	
LOPEZ FERNANDO TORRES	27893	241 PEACH ST	
ALMAGUER RIVERA MARIA PATRICIA	28212	225 PEACH ST	
AVILA EUSTOLIO & MARY	28331	1541 S 2 ND ST	O
RAMIREZ MARIA ELENA M LIFE EST	29357	317 ½ PEACH ST	
RAMIREZ MARIA ELENA M LIFE EST	29357	317 PEACH ST	
SMITH MARY LOU	29647	1543 S 3 RD ST APT B	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT A	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT C	O
SMITH MARY LOU	29647	1543 S 3 RD ST APT D	O
VILLARREAL JOEL S	29805	1525 S 3 RD ST	
VILLARREAL JOEL S	29805	1525 ½ S 3 RD ST	
ABILENE HERITAGE SQUARE INC	56849	1699 S 1 ST ST	
KG REALCO WEST LLC	56986	1705 S 3 RD ST	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 101	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 102	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 103	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 104	
KG REALCO WEST LLC	56986	1705 S 3 RD ST APT 105	
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HERNANDEZ JOSE LUIS &	57115	319 JEANETTE ST	
HERNANDEZ JOSE LUIS &	57115	317 JEANETTE ST	
DOSSANTOS ALVARO LIMA &	57255	1615 S 3 RD ST	
NIEVES RICHARD MICHAEL JR	57401	312 PEACH ST	
NIEVES RICHARD MICHAEL JR	57401	310 PEACH ST	
FORD RICHARD A	57647	309 JEANETTE ST	
WHITE ACRES PROPERTIES LLC	57829	1631 S 3 RD ST	
WHITE ACRES PROPERTIES LLC	57829	1633 S 3 RD ST	
DOSSANTOS ALVARO LIMA &	58110	302 PEACH ST	
DOSSANTOS ALVARO LIMA &	58110	1613 S 3 RD ST	
DOSSANTOS ALVARO LIMA &	58110	304 PEACH ST	
CORTEZ ALFREDO & BLANCA	58240	1703 S 3 RD ST	
CORTEZ ALFREDO & BLANCA	58381	310 JEANETTE ST	
NICHOLS LARRY & LORETTA K	58515	318 JEANETTE ST	
FIRST NATIONAL BANK BAIRD	62197	1849 S 1 ST ST	
FIRST NATIONAL BANK OF BAIRD	63383	108 VINE ST	
FIRST BANK TEXAS SSB	63753	134 VINE ST	
FIRSTDAY FOUNDATION	66632		
OK PROPERTIES LLC A SERIES LLC	66987	1702 S 3 RD ST	
PACHICANO JUAN & ROSALINA	67119	1802 S 3 RD ST	
FIRSTDAY FOUNDATION	225113	202 VINE ST	
FIRSTDAY FOUNDATION	225113	142 VINE ST	

NOTIFICATION MAP



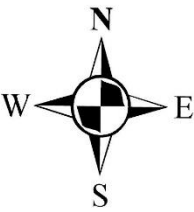
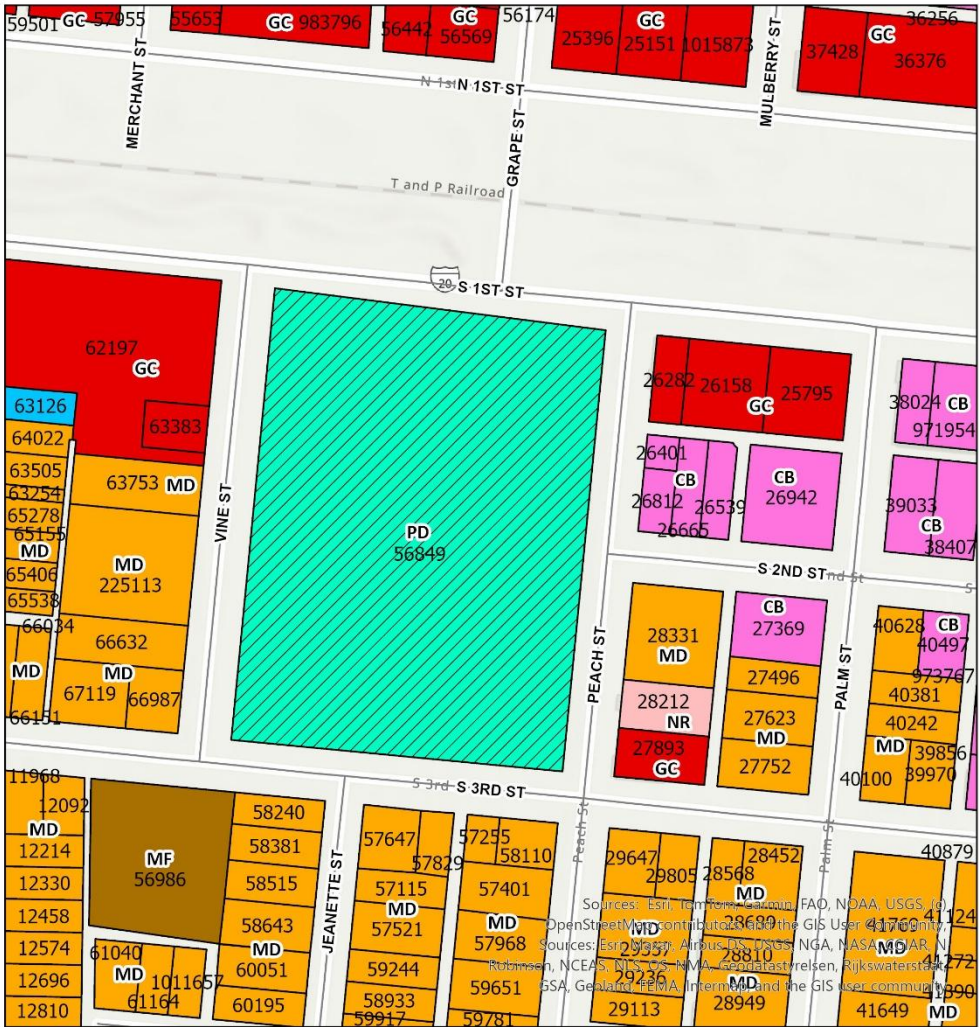
0.06

Miles

-  Z-2025-35
-  Notification Area

Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, (c)
OpenStreetMap contributors, the GIS User Community
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N
Robinson, NCEAS, USGS, NGA, Geodatastore, Rijkswatersta
GSA, Gepland, FEMA, Intermap, and the GIS user community

ZONING MAP



0.06 Miles

- Z-2025-35
- Zoning Districts**
- CB
 - GC
 - MD
 - MF
 - NR
 - O
 - PD



ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

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

Relief Procedures

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

Project Name: Abilene Heritage Square, Inc.

Address: 1699 South First Street Number of Lots: 3 Acreage: 8.93 ac + or -

Legal Description: Old Town Abilene, Lots 1, 2 and 3

Subdivision Name: OT Abileme Block: 184 Lot: 1, 2 and 3

Current Zoning: Planned Development Proposed Zoning (if applicable): Planned Development

OWNER AND AUTHORIZATION

Owner Name: Abilene Heritage Square, Inc.

Address: 1699 South First Street

City, State, Zip: Abilene, Texas 79602

Fax: _____

Phone: (325) 677-1367

Email: admin@abileneheritagesquare.org

Agent Name: William D. Minter

Address: 742 Davis Drive

City, State, Zip: Abilene, Texas 79605

Fax: _____

Phone: (325) 829-0617

Email: admin@abileneheritagesquare.org

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: _____

Date: August 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 reason for our request for amendment to PD-136 is to ensure compliance with the ordinances of the City of Abilene in regard to this historic structure when the building is ready for occupancy.

Minor changes in subsection A "Permitted Uses" and B "Site Development" are needed.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes. The property is in an Empowerment Zone.

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?

The requested change will ensure that the Public Library will be able to offer a drive-by book drop.

The change should have no effect on the district's classification, or other uses in the immediate area.

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 current Main Branch of the Abilene Public Library does offer a drive-by book drop.

The book drop was included in the Program documents approved by city staff in planning for the new facility.

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

The location of the planned drive-by book drop was chosen because it is the safest location for such a book drop on the property.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Original Town Abilene

Zoning Classification(s): Planned Development

Location: 1699 South First Street

Total Number of Acres: 8.93 + or -

Total Number of Lots: 3

Property Owner Information & Authorization

Name/Company: Abilene Heritage Square, Inc.

Address: 1699 South 1st St. ---- (Mailing) P.O. Box 1699

City: Abilene

State: Texas

Zip Code: 79605

Phone: (325) 677-1367

Email: admin@abileneheritagesquare.org

Project Representation (check one):

☒ I will represent the application myself; OR

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

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____

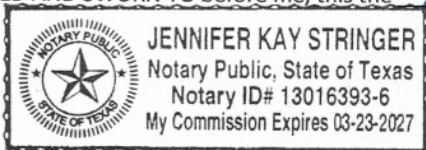
Date: August 28, 2025

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared William D. Minter (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 29 day of August, 20 25



NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(specify): Vice President

Name: William D. Minter

Address: P.O. Box 1699

Zip Code: 70602

Number: 325-829-0617

Company: Abilene Heritage Square, Inc.

City: Abilene

State: Texas

Email: admin@abileneheritagesquare.org

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

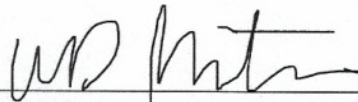
- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest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

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

Name of Certifying Person (print): William D. Minter

Property Owner ☐ Project Representative ☒ 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: August 28, 2025

ORDINANCE NO. 48-2011

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-136 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 27th day of October AD. 2011.

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 September, 2011, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 3rd day of November, 2011, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 3rd day of November, AD. 2011.

ATTEST:



CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 48 2011

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Land Development Code of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart B, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From MD (Medium Density Residential) to PD (Planned Development).

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.

ORDINANCE NO. 48-2011

EXHIBIT "A"

PAGE2

PART 5: Legal Description. The legal description of this PD is as follows:

Old Town Abilene, Block 184, Lots 1, 2 & 3

Location: 1699 S. 1st Street

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for commercial development and related activities for re-use of a building, while maintaining the general historic appearance of the main building as viewed from South First and Grape Streets.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GC (General Commercial) zoning district, except as modified below.

A. PERMITTED USES:

All uses permitted in the GC (General Commercial) zoning district listed in the Land Development Code, to include the following as permitted uses:

- Drive Thru Facility, ~~not in main building~~ as approved by the Landmarks Commission
- Dwelling- Multiple-Family
- Dwelling - Institutional
- Recreation Building, Multipurpose
- Swimming Pool, private
- Tennis Court, private
- Personal Care Facility

The following uses are not permitted:

- Drive Thru Facility, in main building
- Fuel Sales
- Kennel
- Repair and Maintenance Services -Automobile/Small Truck (Major)
- Repair and Maintenance Services - Automobile/Small Truck (Minor)
- Retail Sales/Rental of vehicles, including automobile and small truck and large truck and other large vehicles and equipment)
- Taxidermist

B. SITE DEVELOPMENT

The development shall comply with the requirements of the Land Development Code with the following exceptions and additions:

1. The property owner shall acquire City approval before seeking to demolish the main building. The Landmarks Commission shall be the approval organization for such request through the processes and procedures outlined for Historic Overlay zoned properties.
2. The property owner shall be responsible for preservation of the visibility of the front facade from Grape Street by preserving the terminating vista visible from Grape Street. No buildings shall be allowed between South 1st and the main Lincoln Middle School building that would affect this visibility.
3. ~~The existing window openings must be preserved either with windows or the appearance of windows on the front and side façades of the main building.~~ Window openings that exist in internal spaces created by new construction and not appearing on the front or east façade of the main building may be selectively filled in with material of the owner's choice.
4. The property owner shall not alter or remove significant architectural features of

the front or side facades, including but not limited to gargoyles, cornices, and other such features without approval by the City's Landmarks Commission.

5. If painted, the bricks on visible façades of the main building must be painted neutral, earth-tone colors and shall require a Certificate of Appropriateness from the Landmarks Commission.
6. Any signs attached to the main building shall require a Certificate of Appropriateness from the Landmarks Commission.

-END-

ORDINANCE NO. 48-2011
EXHIBIT "A"
PAGE5

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-136 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 27th day of October A.D. 2011.

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 September, 2011, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 3rd day of November, 2011, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 3rd day of November, A.D. 2011.

ATTEST:

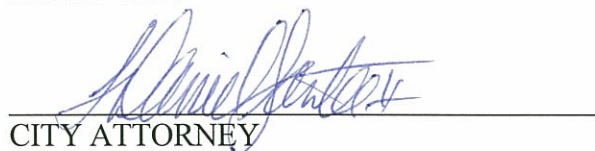


CITY SECRETARY



MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 48-2011

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Land Development Code of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart B, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From MD (Medium Density Residential) to PD (Planned Development).

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.

ORDINANCE NO. 48-2011

EXHIBIT "A"

PAGE 2

PART 5: Legal Description. The legal description of this PD is as follows:

Old Town Abilene, Block 184, Lots 1, 2 & 3

Location: 1699 S. 1st Street

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for commercial development and related activities for re-use of a building, while maintaining the general historic appearance of the main building as viewed from South First and Grape Streets.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GC (General Commercial) zoning district, except as modified below.

A. PERMITTED USES:

All uses permitted in the GC (General Commercial) zoning district listed in the Land Development Code, to include the following as permitted uses:

- Drive Thru Facility, not in main building
- Dwelling – Multiple-Family
- Dwelling – Institutional
- Recreation Building, Multipurpose
- Swimming Pool, private
- Tennis Court, private
- Personal Care Facility

The following uses are not permitted:

- Drive Thru Facility, in main building
- Fuel Sales
- Kennel
- Repair and Maintenance Services – Automobile/Small Truck (Major)
- Repair and Maintenance Services – Automobile/Small Truck (Minor)
- Retail Sales/Rental of vehicles, including automobile and small truck and large truck and other large vehicles and equipment)
- Taxidermist

B. SITE DEVELOPMENT

The development shall comply with the requirements of the Land Development Code with the following exceptions and additions:

1. The property owner shall acquire City approval before seeking to demolish the main building. The Landmarks Commission shall be the approval organization for such request through the processes and procedures outlined for Historic Overlay zoned properties.
2. The property owner shall be responsible for preservation of the visibility of the front façade from Grape Street by preserving the terminating vista visible from Grape Street. No buildings shall be allowed between South 1st and the main Lincoln Middle School building that would affect this visibility.
3. The existing window openings must be preserved either with windows or the appearance of windows on the front and side façades of the main building.
4. The property owner shall not alter or remove significant architectural features of the front or side façades, including but not limited to gargoyles, cornices, and other such features without approval by the City's Landmarks Commission.

5. If painted, the bricks on visible façades of the main building must be painted neutral, earth-tone colors and shall require a Certificate of Appropriateness from the Landmarks Commission.
6. Any signs attached to the main building shall require a Certificate of Appropriateness from the Landmarks Commission.

-END-

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for commercial development and related activities for re-use of a building, while maintaining the general historic appearance of the main building as viewed from South First and Grape Streets.

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All uses permitted in the GC (General Commercial) zoning district listed in the Land Development Code, to include the following as permitted uses:

- Drive Thru Facility, not in main building
- Drive Thru Facility, in attached to the main building, to serve as a public library book return, for which a Certificate of Appropriateness has been approved by the Abilene Landmarks Commission
- Dwelling- Multiple-Family
- Dwelling - Institutional
- Recreation Building, Multipurpose
- Swimming Pool, private
- Tennis Court, private
- Personal Care Facility

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- Fuel Sales
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- Repair and Maintenance Services -Automobile/Small Truck (Major)
- Repair and Maintenance Services - Automobile/Small Truck (Minor)
- Retail Sales/Rental of vehicles, including automobile and small truck and large truck and other large vehicles and equipment)
- Taxidermist

B. SITE DEVELOPMENT

The development shall comply with the requirements of the Land Development Code with the following exceptions and additions:

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2. The property owner shall be responsible for preservation of the visibility of the front façade from Grape Street by preserving the terminating vista visible from Grape Street. No buildings shall be allowed between South 1st and the main Lincoln Middle School building that would affect this visibility.
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4. The property owner shall not alter or remove significant architectural features of the front or east side facades, including but not limited to gargoyles, cornices, and other such features without approval by the City's Landmarks Commission. Loss of one or more of these above described architectural features due to Acts of God, vandalism, or regular weathering of the property may be replaced by the owner with like kind or matching installations with the approval of the Landmarks Commission through a Certificate of Appropriateness.

ORDINANCE NO. 48-2011

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-136 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 27th day of October AD. 2011.

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 September, 2011, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 3rd day of November, 2011, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 3rd day of November, AD. 2011.

ATTEST:



CITY SECRETARY

☐ _____
MAYOR

APPROVED:

CITY ATTY.

ORDINANCE NO. 48 201 J

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

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PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart B, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From MD (Medium Density Residential) to PD (Planned Development).

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

PART 5: Legal Description. The legal description of this PD is as follows:

Old Town Abilene, Block 184, Lots I, 2 & 3

Location: 1699 S. 1st Street

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5. If painted, the bricks on visible facades of the main building must be painted neutral, earth-tone colors and shall require a Certificate of Appropriateness from the Landmarks Commission.
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-END-



0.04

Miles

Z-2025-35

FEMA Flood Zones

- Floodway
- 100 Year 1%
- 500 Year .2%
- Unstudied A Zone

Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, (C) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, NADIR, NCEAS, NLS, CS, NMA, GSB, stylisen, Rijkswaterstaat, GSA, Geoland, FEMA, Mapbox and the GIS user community

being considered for a zoning change. Only the area highlighted on the map by striped lines is 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 **November 6, 2025 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kera Valois at telephone 325-676-6237 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-35

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:	36708	Your Name:	CORPIAN GARY LEE & MARILU LEE	I am in favor of the request ☐
Requestor's Property Zoning:	PD-136	Your Property Address:	1534 S 2ND ST APT A	
Requestor's Proposed Zoning:	PD-136	Your Parcel ID:	26665	I am opposed to the request ☒

Signature:

Marilu Lee Corpian



AVILA EUSTOLIO & MARY
1541 S 2ND ST
ABILENE, TX 79602-1139

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-35

September 12, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **October 7, 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, to amend the terms and conditions of a Planned Development District (PDD-136). Located at 1699 South 1ST Street. Legal description being 8.032 acres of Original Town Abilene, Block 184, Lot 101, Abilene, Taylor County, Texas.

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 **November 6, 2025 at 8:30 AM** in the Council Chambers.

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

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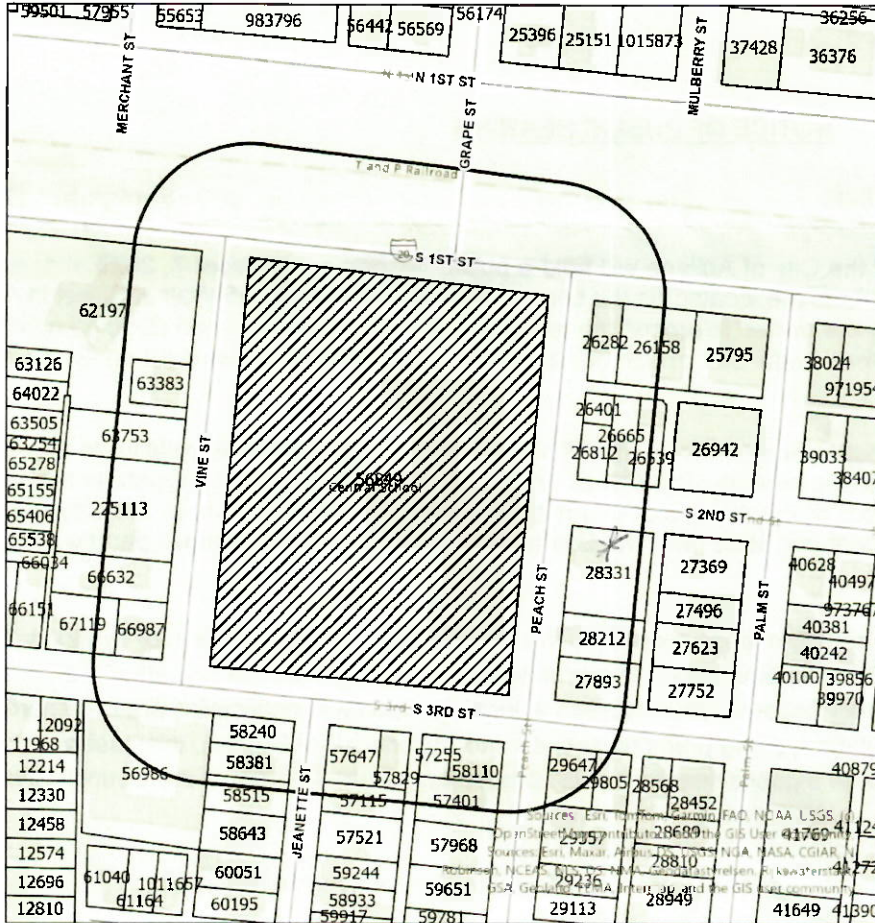
OCT 1 AM 11:45

Requestor's Parcel ID:	36708	Your Name:	AVILA EUSTOLIO & MARY	I am in favor of the request ☐
Requestor's Property Zoning:	PD-136	Your Property Address:	1541 S 2ND ST	
Requestor's Proposed Zoning:	PD-136	Your Parcel ID:	28331	I am opposed to the request ☒

Signature: *Ferdinand Cardenas*



Z-2025-35



0.06

Miles

 Z-2025-35

☐ Notification Area

Additional Comments:

Additional Comments:
Our family has lived at this home for over fifty years, were not moving just because the Heritage wants all our homes for parking or whatever. Were against this zoning change.

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 **November 6, 2025 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kera Valois at telephone 325-676-6237 or by email address planning@abilenetx.gov

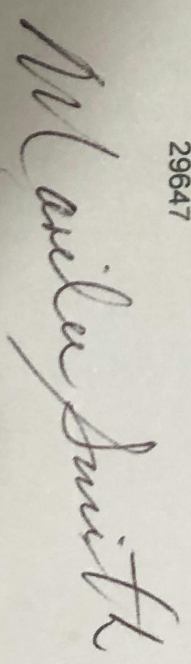
ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-35

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:	36708	Your Name:	SMITH MARY LOU	I am in favor of the request ☐
Requestor's Property Zoning:	PD-136	Your Property Address:	1543 S 3RD ST APT B	
Requestor's Proposed Zoning:	PD-136	Your Parcel ID:	29647	I am opposed to the request ☒

Signature: 



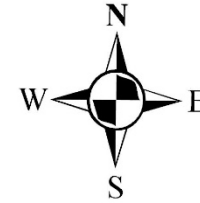
PLANNED DEVELOPMENT AMENDMENT

Case:	Z-2025-35
Applicant:	Abilene Heritage Square
Request:	Amend the terms and conditions of a Planned Development District (PDD-136) to accommodate new construction.
Location:	1699 South First Street
Notification:	0 in Favor, 4 in Opposition
Planning & Zoning:	October 7, 2025
Council Hearing:	October 23, 2025 November 6, 2025





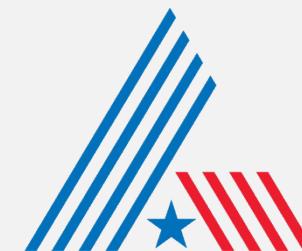
AERIAL LOCATION MAP



0.06

Miles

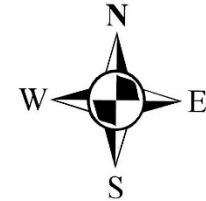
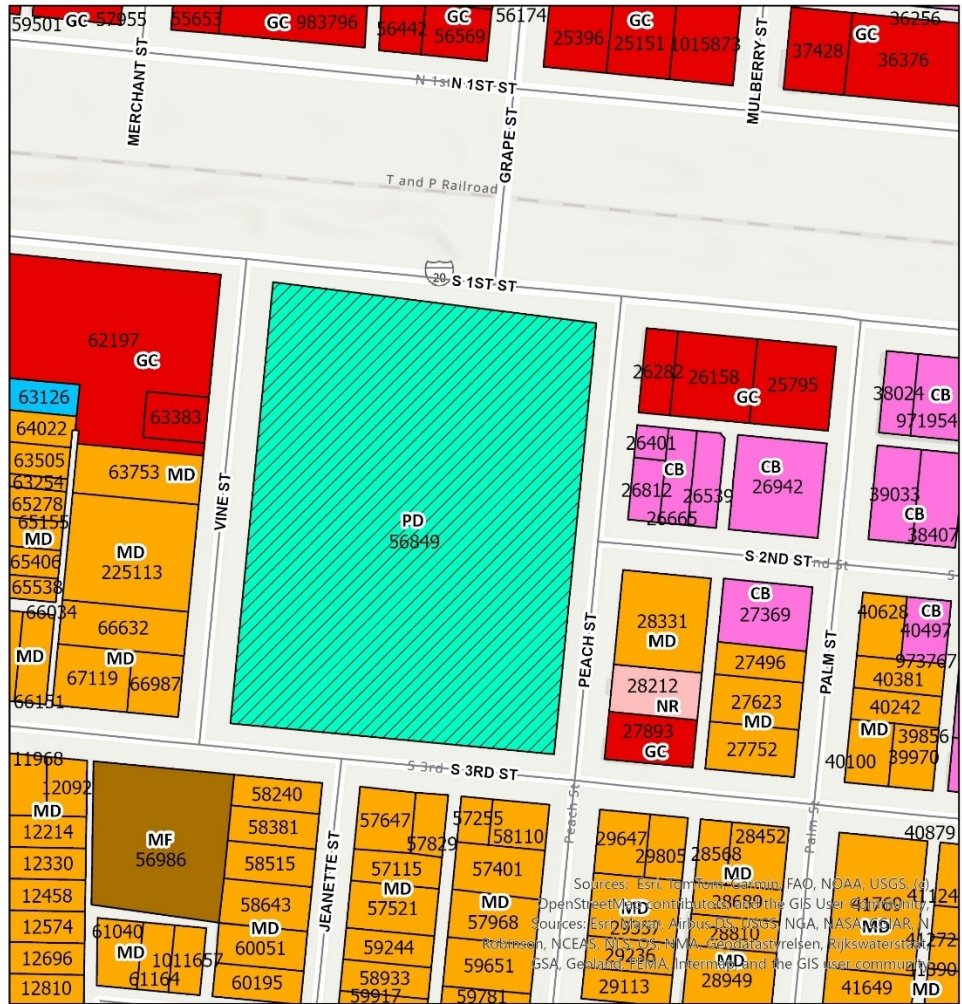
Z-2025-35



CITY OF
ABILENE
TEXAS



ZONING MAP



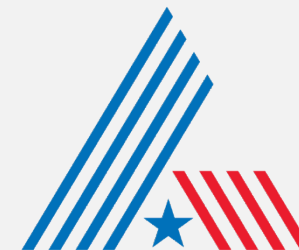
0.06

Miles

Z-2025-35

Zoning Districts

- CB
- GC
- MD
- MF
- NR
- O
- PD



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



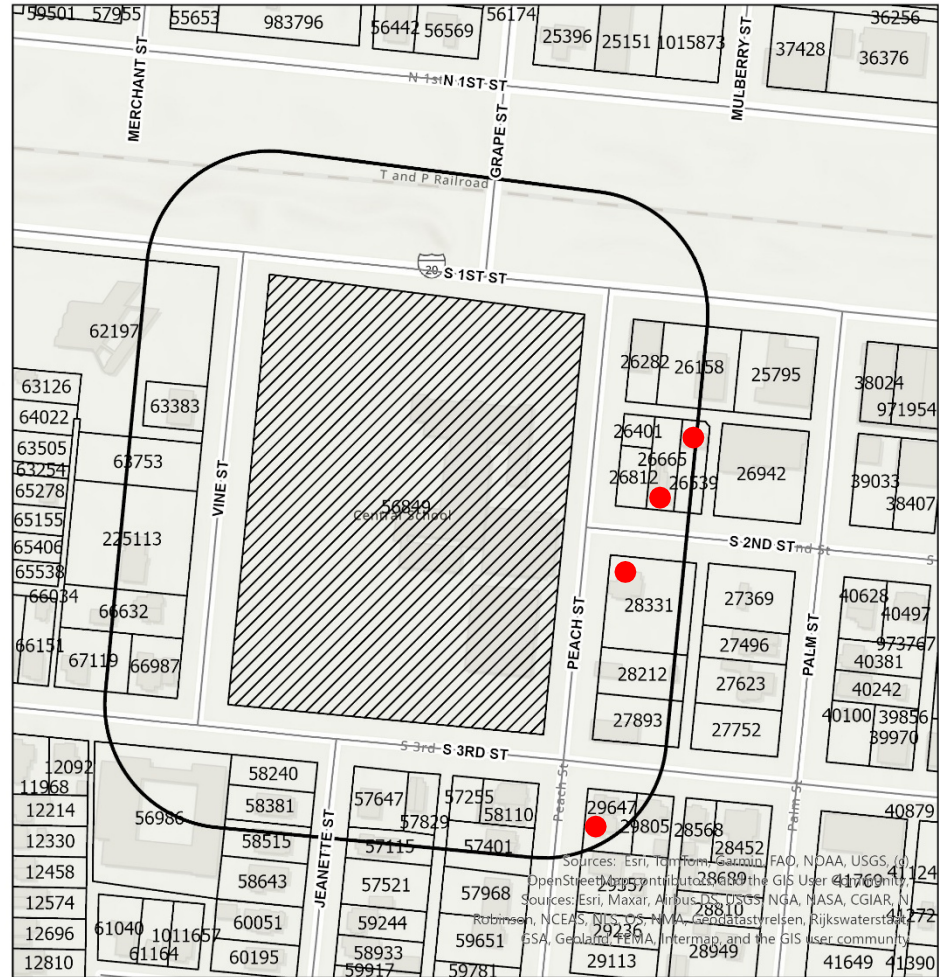


VIEWS OF SUROUNDING PROPERTY





NOTIFICATION AREA MAP



0.06

Miles

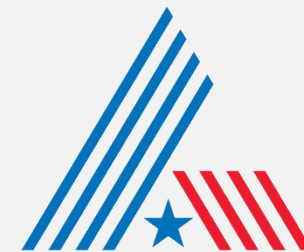
Z-2025-35

Notification Area

0 - in Favor - 

4 - in Opposition - 

5.68% in Opposition



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- The spirit and intent PDD-136;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **18. Ordinance (Final Reading) Z-2025-36: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.23 Acres From Agricultural Open (AO) To Heavy Commercial (HC). Located at 3329 Maple Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner of this property would like to rezone this property to match the adjacent zoning of Heavy Commercial at 3325 Maple Street. The owner intends to use the property for Active Outdoor Recreation.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Ordinance
2. staff report
3. Zoning Exhibit
4. Project Overview
5. Owner Authorization
6. Original Plat
7. Z-2025-36 Flood
8. presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 5.23 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Located at 3329 Maple Street.

Legal description as follows:

BEGINNING at a 1/2 rebar rod found (N=6,834,510.84', E=1,590,446.73') being the northwest corner of this described tract and Lot 1, same being the southwest corner of Lot 102, Block A, of the Steele Replat of Block A, Sections 1 & 2, Steele Addition, as shown per plat recorded in Cabinet 5, Slide 59, Plat Records, Taylor County, Texas, same being in the east right-of-way line of Maple Street;

THENCE N89°54'42"E, 1,108.79 feet along the north line of this described tract and said Lot 1, and said Lot 1, Continuation, and along the south line of said Lot 102 to a 1/2 rebar rod set with plastic cap stamped "J&M BOUNDARY" for the northeast corner of this described tract;

THENCE S00°05'32"E, 322.70 feet along the east line of this described tract and over and across said Lot 1, Continuation to a 1/2 inch rebar rod set with plastic cap stamped "J&M BOUNDARY" for the southeast corner of this described tract and being in the south line of said Lot 1, Continuation, said corner also being in the north line of a 8.315 acre tract of land described in a deed to S. Central Properties,

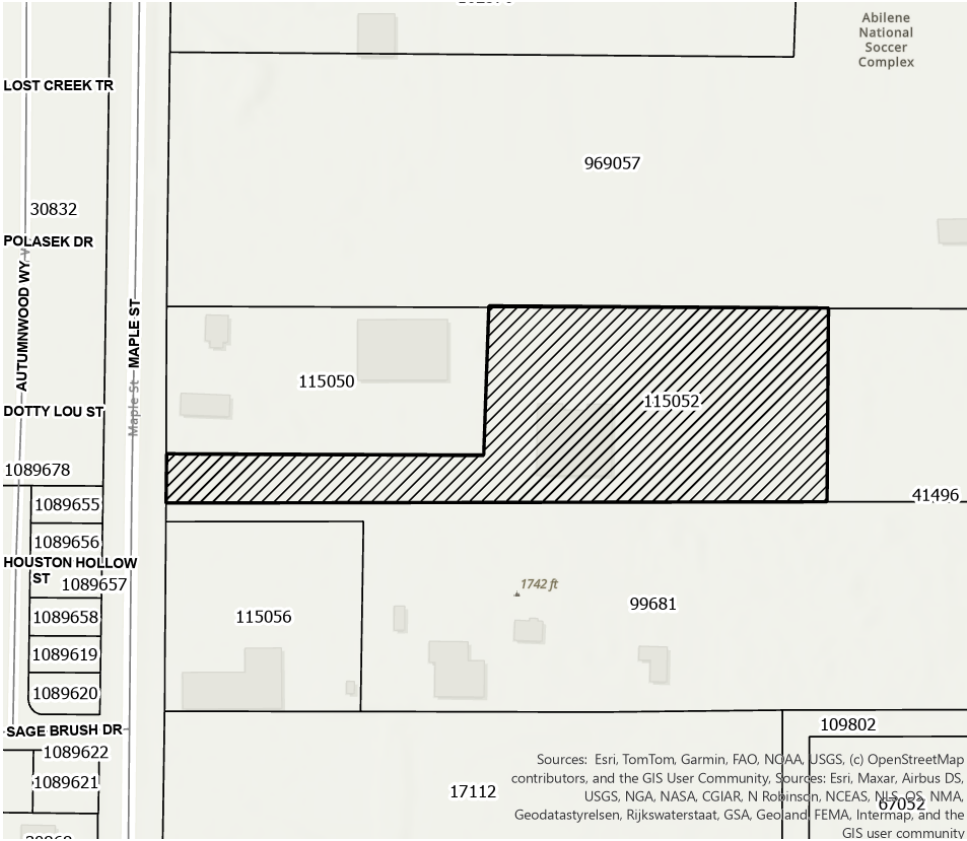
LLC recorded in Instrument No. 2023-03294, Official Public Records, Taylor County, Texas;

THENCE S89°54'28"W, 1,113.96 feet along the south line of this described tract and said Lot 1, Continuation, and along the north line of

said S. Central tract to a magnail with washer found for the southwest corner of this described tract and said Lot 1, Continuation, said corner being located in the east right-of-way line of said Maple Street;

THENCE N00°49'33"E, 322.81 feet along the west line of this described tract and of said Lot 1, Continuation, and said Lots 1 & 2, and

along the east right-of-way line of said Maple Street to the POINT OF BEGINNING and containing 8.235 acres of land more or less.



END

ZONING CASE: Z-2025-36 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Read: October 23, 2025
City Council 2nd Read: November 6, 2025

Applicant

Owner: 108 Real Estate
Agent: Jacob Martin

Case Manager

Adam Holland– Planner

Request

Change the zoning of approximately 5.23 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location

Located at 3329 Maple Street. Legal description being the west 1108.79 feet of Lot 1, Block A, A.M. Wagner Subdivision, Abilene, Taylor County, Texas.

Background

The owner of this property would like to rezone this property to match the adjacent zoning of Heavy Commercial at 3325 Maple Street. The owner intends to use the property for Active Outdoor Recreation.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/GC	Recreation/Commercial
East	AO	Vacant
South	LI	Warehousing/Storage
West	PH	Residential

Criteria Assessment

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

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

The proposed request is consistent with the 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 rezoning is consistent with the neighboring zoning and uses in the area.

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

The property is adequately served by all utilities. The property is in the process of platting and will be subject to all development standards in the LDC.

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

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

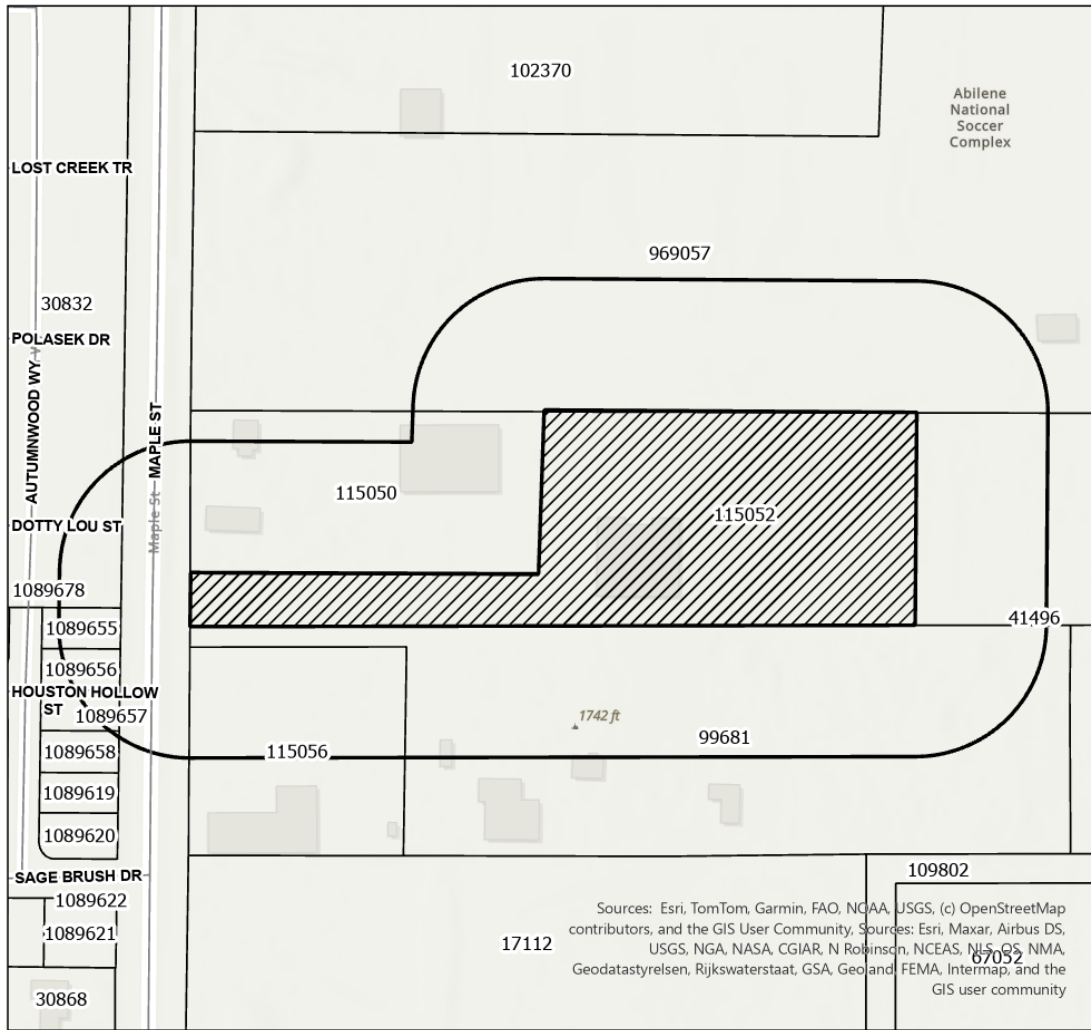
- Project Overview
- PowerPoint
- Plat
- Zoning Exhibit

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025 via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
OWNER	PROP_ID	SITUS	RESPONSE
108 REAL ESTATE LLC	115050	3325 MAPLE ST	
ABILENE NATIONAL SOCCER	969057	3025 MAPLE ST	
ACME COMMERCIAL PROPERTIES LLC	115056	3481 MAPLE ST	
NATIONAL HOME CORPORATION	1089655	2901 AUTUMNWOOD WY	
POLASEK BROS DEVELOPMENT LLC	30832	201 POLASEK DR	
S CENTRAL PROPERTIES LLC	99681	3399 MAPLE ST	

NOTIFICATION MAP



0.04

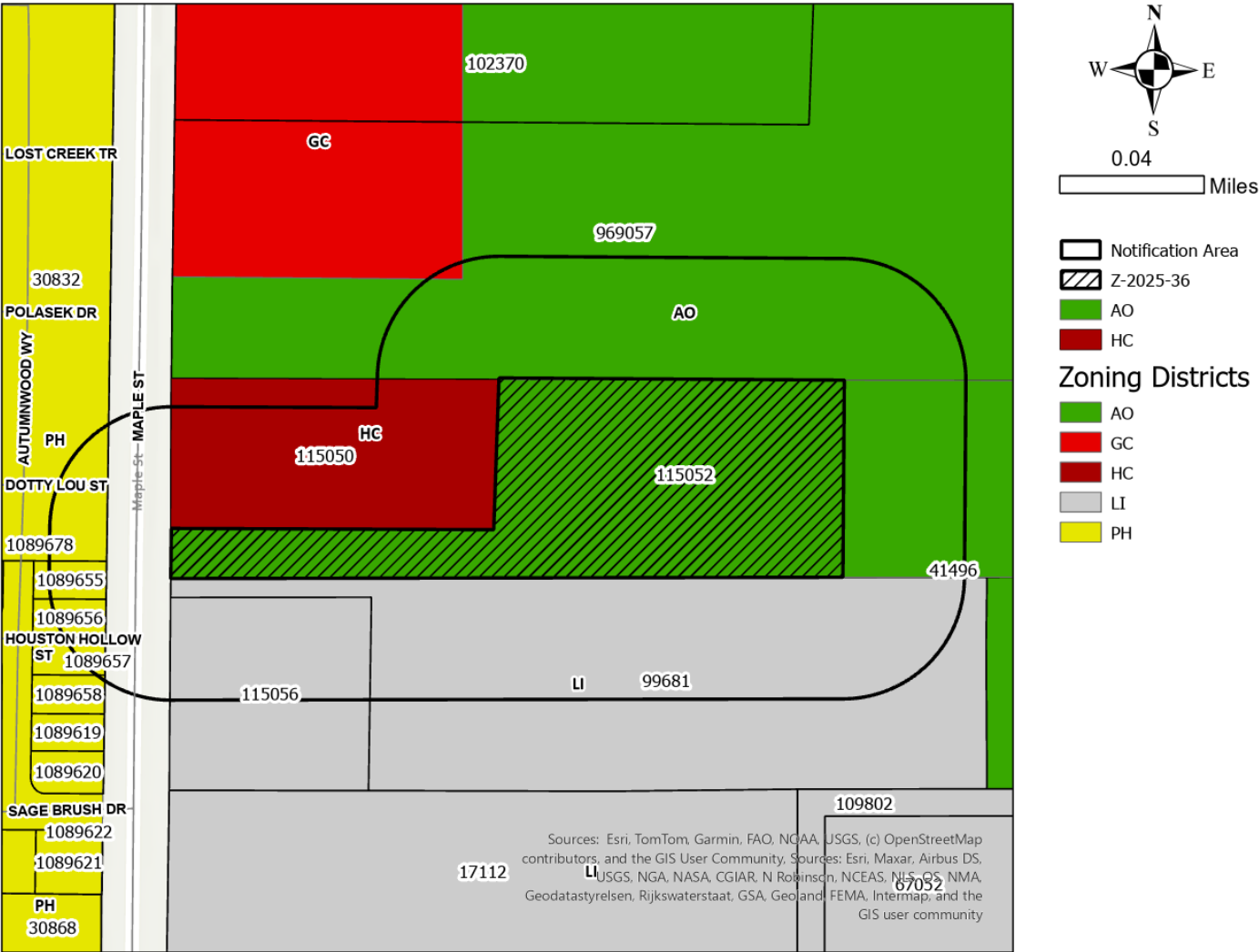
Miles

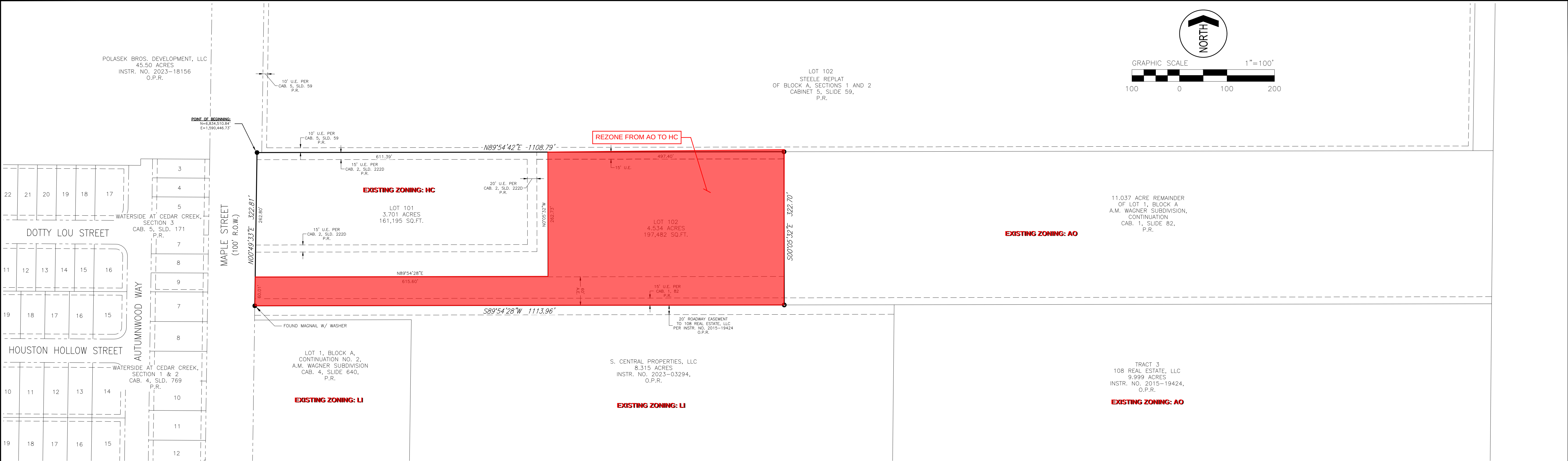
Notification Area

Z-2025-36

Sources: Esri, TomTom, Garmin, FAO, NOAA, JSGS, (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

ZONING MAP





METES & BOUNDS DESCRIPTION:

BEING a 8.235 acre tract of land being all of Lots 1 & 2, Block A of the A.M. Wagner Subdivision, as shown per plat recorded in Cabinet 5, Slide 2220, Plat Records, Taylor County, Texas, and being a portion of Lot 1, Block A, A.M. Subdivision, Continuation, as shown per plat recorded in Cabinet 1, Slide 82, Plat Records, Taylor County, Texas. Said 8.235 acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 rebar rod found (N=6.834,510.84', E=1,590,446.73') being the northwest corner of this described tract and Lot 1, same being the southwest corner of Lot 102, Block A, of the Steele Replat of Block A, Sections 1 & 2, Steele Addition, as shown per plat recorded in Cabinet 5, Slide 59, Plat Records, Taylor County, Texas, same being in the east right-of-way line of Maple Street;

THENCE N89°54'42"E, 1,108.79 feet along the north line of this described tract and said Lot 1, and said Lot 1, Continuation, and along the south line of said Lot 102 to a 1/2 rebar rod set with plastic cap stamped "J&M BOUNDARY" for the northeast corner of this described tract;

THENCE S00°05'32"E, 322.70 feet along the east line of this described tract and over and across said Lot 1, Continuation to a 1/2 inch rebar rod set with plastic cap stamped "J&M BOUNDARY" for the southeast corner of this described tract and being in the south line of said Lot 1, Continuation, said corner also being in the north line of a 8.315 acre tract of land described in a deed to S. Central Properties, LLC recorded in Instrument No. 2023-03294, Official Public Records, Taylor County, Texas;

THENCE S89°54'28"W, 1,113.96 feet along the south line of this described tract and said Lot 1, Continuation, and along the north line of said S. Central tract to a maginal with washer found for the southwest corner of this described tract and said Lot 1, Continuation, said corner being located in the east right-of-way line of said Maple Street;

THENCE N00°49'33"E, 322.81 feet along the west line of this described tract and of said Lot 1, Continuation, and said Lots 1 & 2, and along the east right-of-way line of said Maple Street to the POINT OF BEGINNING and containing 8.235 acres of land more or less.

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142351.

FINISHED FLOOR ELEVATION:

ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

PLAT NOTES:

- AREA OF SUBDIVISION = 8.235 ACRES.
- THERE IS NO PUBLIC R.O.W. DEDICATION.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FEMA FIRM MAP NOS. 48441-C-0236-F & 48441-C-0237-F EFFECTIVE JANUARY 6, 2012.
- NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
- THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF ABILENE, TEXAS.
- BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
- UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING, MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
- IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

DEVELOPER/SUBDIVIDER:

108 REAL ESTATE, LLC
4601 BUFFALO GAP ROAD,
STE C-7
ABILENE, TEXAS 79606

LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT PROPERTY
- PROPOSED LOT LINES
- PROP. UTILITY EASEMENTS
- EXIST. UTILITY EASEMENTS
- PROP. DRAINAGE EASEMENTS
- EXIST. DRAINAGE EASEMENTS
- EXIST. STREET R.O.W.
- FOUND 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
- FOUND CHISELED "X" IN CONCRETE
- A.E. = ACCESS EASEMENTS
- D.E. = DRAINAGE EASEMENTS
- U.E. = UTILITY EASEMENTS
- S.L.E. = STREET LIGHT EASEMENTS
- W.L.E. = WATER LINE EASEMENTS
- P.R. = PLAT RECORDS, TAYLOR CO., TEXAS
- D.R. = DEED RECORDS, TAYLOR CO., TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS

LOTS 101-102, BLOCK A,
A.M. WAGNER SUBDIVISION
BEING A REPLAT OF LOTS 1 & 2,
BLOCK A, A.M. WAGNER SUBDIVISION,
AND BEING A PORTION OF LOT 1, BLOCK A,
A.M. WAGNER SUBDIVISION, CONTINUATION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

PLANNING COMMISSION THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.	PLANNING DIRECTOR FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS. DATE _____ FILE NUMBER _____ PLANNING DIRECTOR DATE _____ FEES _____
CHAIRMAN DATE _____	SECRETARY DATE _____
COUNTY CLERK I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON DATE _____ FILE NUMBER _____	DIRECTOR OF PUBLIC WORKS THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS. DATE _____ DIRECTOR OF PUBLIC WORKS _____
COUNTY CLERK COUNTY TEXAS DEPUTY	

OWNER'S CERTIFICATE AND DEDICATION THE UNDERSIGNED MANAGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAS CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF LOTS 101-102, BLOCK A, A.M. WAGNER SUBDIVISION BEING A REPLAT OF LOTS 1 & 2, BLOCK A, A.M. WAGNER SUBDIVISION, AND BEING A PORTION OF LOT 1, BLOCK A, A.M. WAGNER SUBDIVISION, CONTINUATION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE ATTACHED METES & BOUNDS DESCRIPTION EXECUTED THIS _____ DAY OF _____ A.D. 2025 108 REAL ESTATE, LLC	
--	--

ACKNOWLEDGEMENT THE STATE OF TEXAS: COUNTY OF TAYLOR: BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED 108 REAL ESTATE, LLC A LIMITED LIABILITY CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATES. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D. 2025 TAYLOR COUNTY TEXAS	GENERAL NOTES SCALE: 1"=100' ACREAGE: 8.235 ACRES
SURVEYOR CERTIFICATE AND PLAT DESCRIPTION CERTIFICATION I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE. PLAT DESCRIPTION: LOTS 101-102, BLOCK A, A.M. WAGNER SUBDIVISION BEING A REPLAT OF LOTS 1 & 2, BLOCK A, A.M. WAGNER SUBDIVISION, AND BEING A PORTION OF LOT 1, BLOCK A, A.M. WAGNER SUBDIVISION, CONTINUATION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS SIGNATURE (PRINT) REGISTERED PROFESSIONAL LAND SURVEYOR DATE	4665 CURRY LANE ABILENE, TX 79606 325-695-1070 1925 FORT WORTH HIGHWAY WEATHERFORD, TX 76086 817-594-9880 4920 S. LOOP 289, STE 104 LUBBOCK, TX 79414 806-368-6375

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-36 AO to HC

ID # 25-000218 | **Started** 09/02/2025 at 2:40 PM



Address

3329 Maple St, Abilene, TX USA 79602

Legal

A M Wagner Subdivision Blk Block A Lot Lot 1-2
A M Wagner, Block A, Lot 1 & 2, Acres 2.85

Description

Zone from AO to HC

PROPERTY DETAILS

Property ID	115050
GEO ID	35615
Enforcement Area	Lytle Area

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
108 Real Estate Llc	-	4601 Buffalo Gap Rd Ste - D1 Abilene, TX 79606-3364		Property Owner
108 Real Estate Llc	-	4601 Buffalo Gap Rd Ste - C-7 Abilene, TX 79606-3363		Property Owner
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT

INFORMATION FIELDS

Owner Name

108 Real Estate

Agent Name

Jacob|Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

A M WAGNER, BLOCK A, LOT 1 & 2, ACRES 2.85

Subdivision Name

-

Current Zoning

AO

Proposed Zoning

HC

Agree to Terms

Clayton Farrow

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
25-004775	09/05/2025	Clayton Farrow	\$ 1,500.00	\$ 1,500.00	\$ 0.00
		Fees	Account No	Total	Paid
					Due
		Zoning - Zone change request	1004002-42001	\$ 1,500.00	\$ 1,500.00
					\$ 0.00
Receipts					
25-004412					
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00

GENERATED DOCUMENTS**PRINTED ON****PRINTED BY****ISSUED TO**

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
2025-09-02 Zoning Exhibit_Easier to Read.pdf	09/03/2025 at 10:07 AM	Clayton Farrow
Completed Zoning Owner Authorization.pdf	09/03/2025 at 10:07 AM	Clayton Farrow
Owner Authorization.pdf	09/02/2025 at 4:03 PM	Kera Valois
198100304-1.pdf	09/02/2025 at 3:52 PM	Kera Valois

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

Owner Authorization and Representative Designation

Property Description

Subdivision: **A M WAGNER SUBDIVISION**

Total Number of Acres: **~8.23**

Zoning Classification(s): **AO**

Total Number of Lots: **2**

Location: **3329 MAPLE STREET**

Property Owner Information & Authorization

Name/Company: **108 REAL ESTATE**

Address: **4601 BUFFALO GAP RD STE C-7**

City: **ABILENE**

State: **TX**

Zip Code: **79606**

Phone: **325-664-4856**

Email: **bartbourland@gmail.com**

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate **Jacob & Martin, LLC** (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____

Date: **9-3-25**

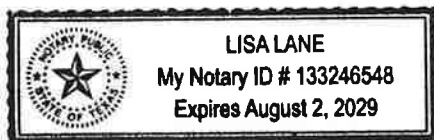
STATE OF: **TEXAS**

COUNTY OF: **TAYLOR**

BEFORE ME, a Notary Public, on this day personally appeared **BART BOURLAND**

(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 **3rd** day of **September**, 20**25**



NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: **Clayton Farrow or Tal Fillingim**

Company: **Jacob & Martin, LLC**

Address: **3465 Curry Lane**

City: **Abilene**

State: **TX**

Zip Code: **79606**

Number: **325-695-1070**

Email: **cfarrow@jacobmartin.com**

1-82

304

FILED FOR RECORD
10 OCT 15 AM 1981

JAN 8 1981

JAMES L. WILLIAMS
County Clerk, Taylor County, Texas
Deputy: L.W.

PLANNING COMMISSION THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS. AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 974A, VERNON'S ANNOTATED CIVIL STATUTES, AND ARTICLE 927B PENAL CODE OF TEXAS, AS AMENDED. DATE <u>1-5-81</u> CHAIRMAN <u>B. J. Perry</u> ATTEST <u>Cynthia McDaniel</u> SECRETARY DATE <u>1-5-81</u> PLANNING DIRECTOR <u>B. J. Perry</u>	PLANNING DIRECTOR FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS. DATE <u>1-5-81</u> FILE NUMBER <u>FP-11380</u> PLANNING DIRECTOR <u>B. J. Perry</u> FEES <u>10</u>
DIRECTOR OF PUBLIC WORKS THE DEDICATION FILED IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS. DATE <u>1/8/81</u> DIRECTOR OF PUBLIC WORKS <u>Robert B. Mitchell P.E.</u>	COUNTY CLERK I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON DATE <u>Jan. 8, 1981</u> FILE NUMBER <u>504</u> COUNTY CLERK <u>James L. Williams</u> COUNTY, TEXAS DEPUTY <u>Laverne Williams</u>

OWNER'S CERTIFICATE AND DEDICATION
THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF
CONTINUATION OF A.M. WAGNER SUBDIVISION
AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON. THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(Field Notes Attached)

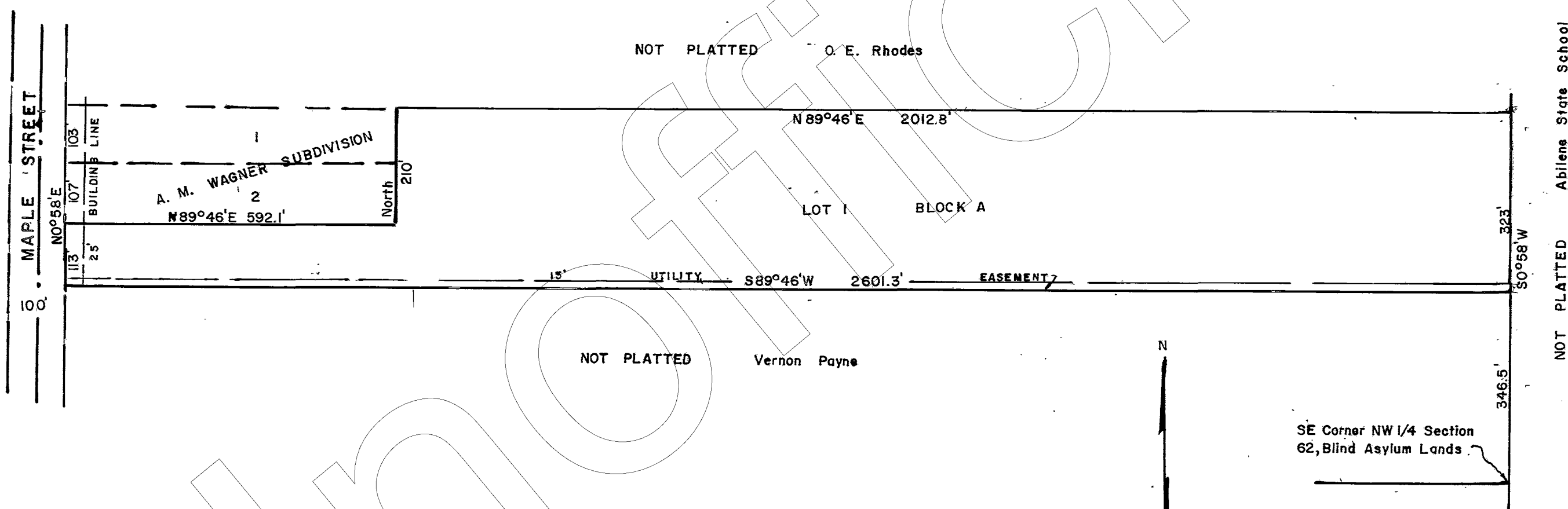
EXECUTED THIS 10 DAY OF December 19 80
Dan Harwell, Jr. OWNER Dan Harwell, Jr.
OWNER OWNER

ACKNOWLEDGEMENT
THE STATE OF TEXAS:
COUNTY OF TAYLOR
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED DAN HARWELL, JR. WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF Dec A.D. 19 80
Cynthia G. Steub NOTARY PUBLIC TAYLOR COUNTY, TEXAS
THE STATE OF TEXAS:
COUNTY OF
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID
A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF Dec A.D. 19 80
NOTARY PUBLIC COUNTY, TEXAS

GENERAL NOTES
SHEET 1 OF 1 SHEETS. ACREAGE 16.44
SCALE 1"=200' SMALLEST LOT 716/27 SQ. FT. LARGEST LOT 716/127 SQ. FT.
LOT WIDTH MIN 113' MAX 323' LOT DEPTH MIN 2012.8 MAX 2601.3'
CONCRETE MONUMENTS (SYMBOL) POLES (SYMBOL) DOWN GUYS (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION
CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED, OR UNDER MY SUPERVISION, ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE.
PLAT DESCRIPTION: CONTINUATION OF
A.M. WAGNER SUBDIVISION of 16.44 acres out of the Northwest 1/4 Section 62, Blind Asylum Lands, ABILENE, TAYLOR COUNTY, TEXAS

DATE 12-9-80
SIGNATURE James L. Williams
JAMES L. WILLIAMS
REGISTERED PUBLIC SURVEYOR



CONTINUATION OF
A.M. WAGNER SUBDIVISION of 16.44 acres out of the
Northwest 1/4 Section 62, Blind Asylum Lands
ABILENE, TAYLOR CO., TEXAS
Scale: 1"=200'

NOT IN FLOOD ZONE

ZONED: A.O.

Developer: Dan Harwell, Jr.
1950 Willow Dr.
673-0067Surveyor: James L. Williams
1061 So. 3rd. St.
672-6712

1-82.1



STATE OF TEXAS
COUNTY OF TAYLOR

I hereby certify that this Instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the named RECORDS of
Taylor County, Texas, as stamped hereon by
me.

Janice Lyons
County Clerk,
Taylor County, Texas

304

VOL. 15 PAGE 448

CONT. 1

A. M. WAGNER SUBDIVISION

Being 16.44 Acres out of the Northwest 1/4 of Section
62, Blind Asylum Lands, Taylor County, Texas and being
more particularly described as follows;

Beginning at a point on the East line of said Northwest
1/4, whence the Southeast corner of said Northwest 1/4
Section 62 bears S0°58'W 346.5';

Thence S89°46'W 2601.3' to a point on the EBL of
Maple Street;

Thence N0°58'E 113' to the Southwest corner of Lot
1, Blk. A, A. M. Wagner Subdivision;

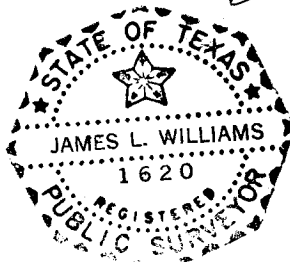
Thence N89°46'E 592.1' to the Southeast corner of
said Lot 1;

Thence North 210' to the Northeast corner of Lot 2,
Blk., Wagner Subdivision;

Thence N89°46'E 2012.8';

Thence S0°58'W 323' to the place of beginning and
containing 16.44 acres.

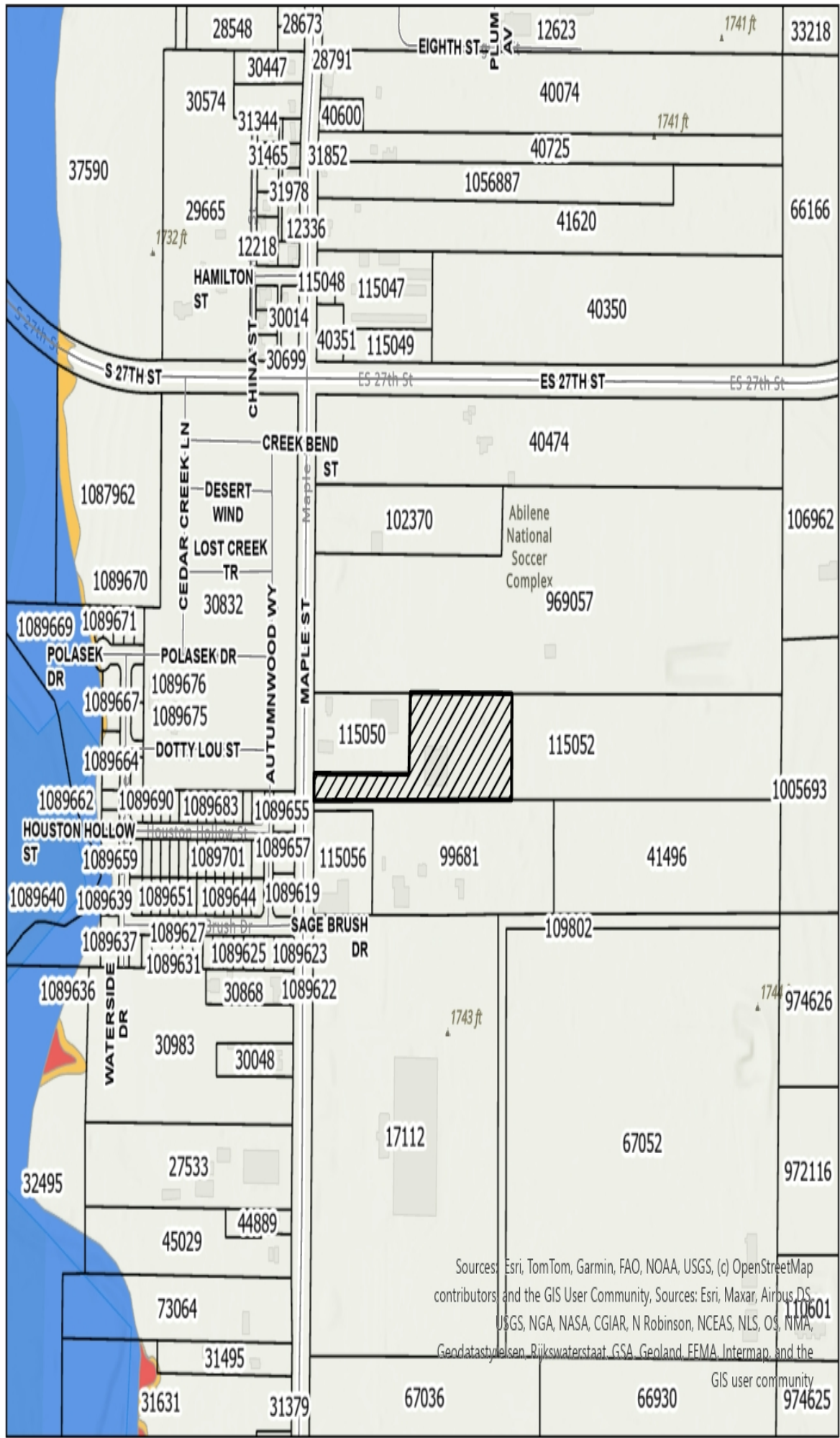
James L. Williams
James L. Williams
Registered Public Surveyor



FILED FOR RECORD
11 O'CLOCK 15 MIN. A.M.

JAN 8 1981

JANICE LYONS
County Clerk, Taylor County, Texas
L. W. Deputy



0.1
Miles

Z-2025-36

FEMA Flood Zones

	Floodway	Floodway
	100 Year 1%	100 Year 1%
	500 Year .2%	500 Year .2%
	Unstudied A Zone	Unstudied A Zone

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, Geodatastyelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



REZONE REQUEST

Case: Z-2025-36

Owner: 108 Real Estate

Applicant: Jacob Martin

Request: Change the zoning of approximately 5.23 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location: 3329 Maple Street

Notification: 0 in Favor, 0 in Opposition

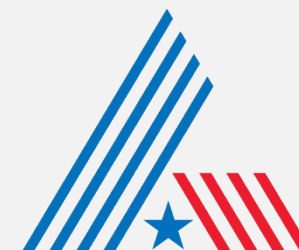
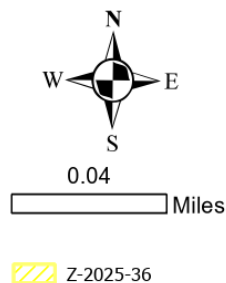
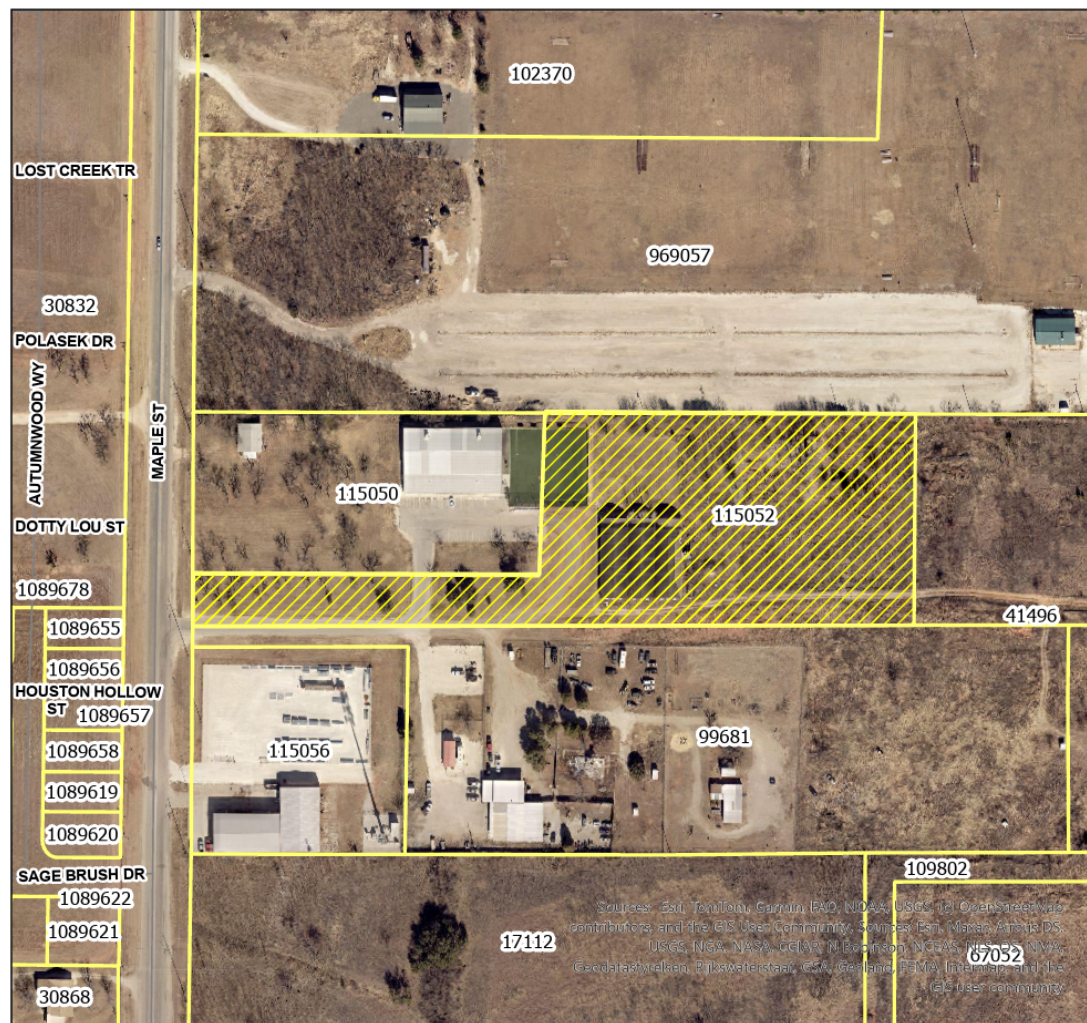
Planning & Zoning: October 7, 2025

Council Hearing: October 23, 2025
November 6, 2025





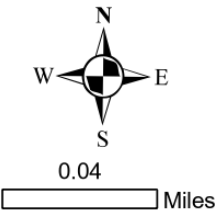
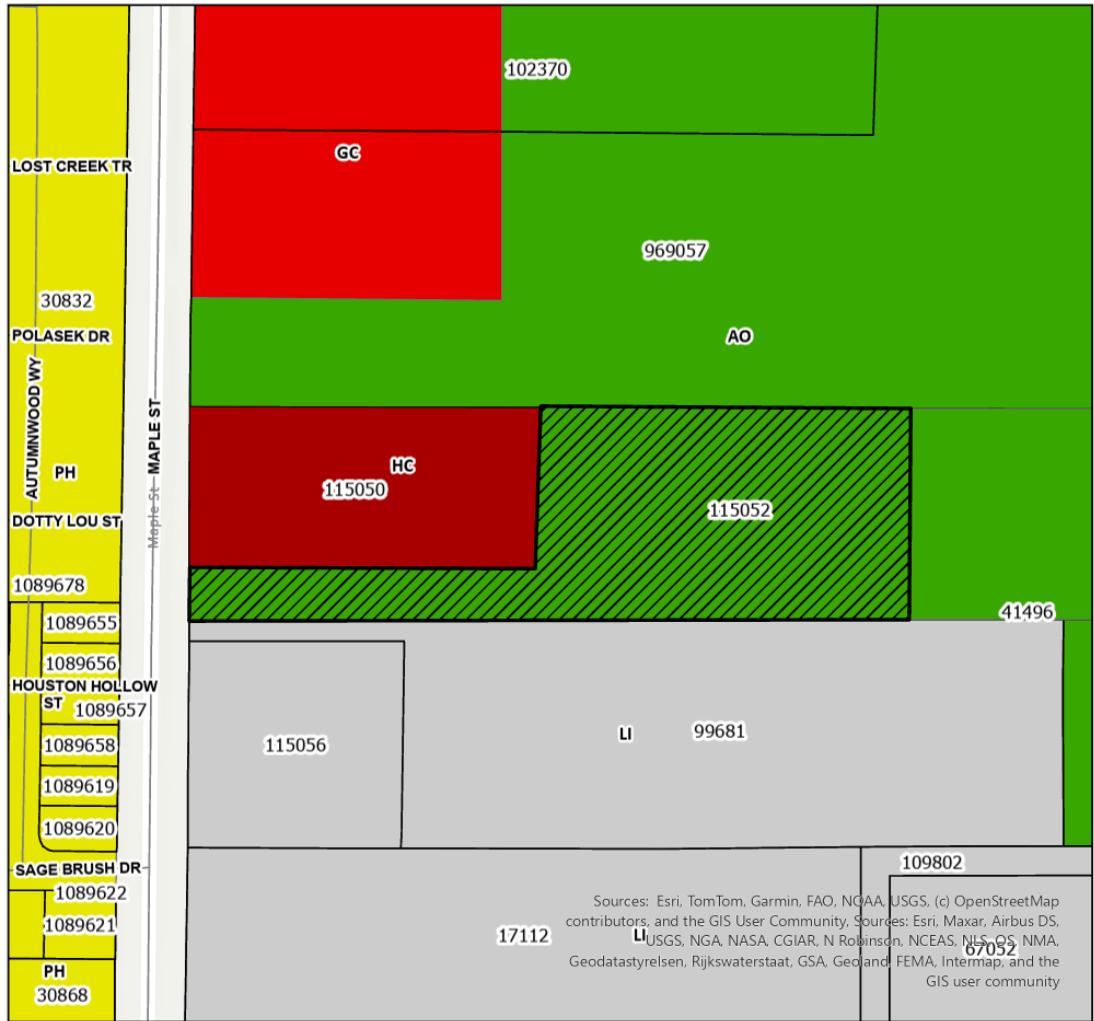
AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS



ZONING MAP



- Zoning Districts**
- AO
 - GC
 - HC
 - LI
 - PH



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



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 HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

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 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 Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
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 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)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

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

TRADE – WHOLESALE USES:

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
C 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





VIEWS OF SUBJECT PROPERTY



South Neighboring
Property



Subject Property



East Neighboring
Property

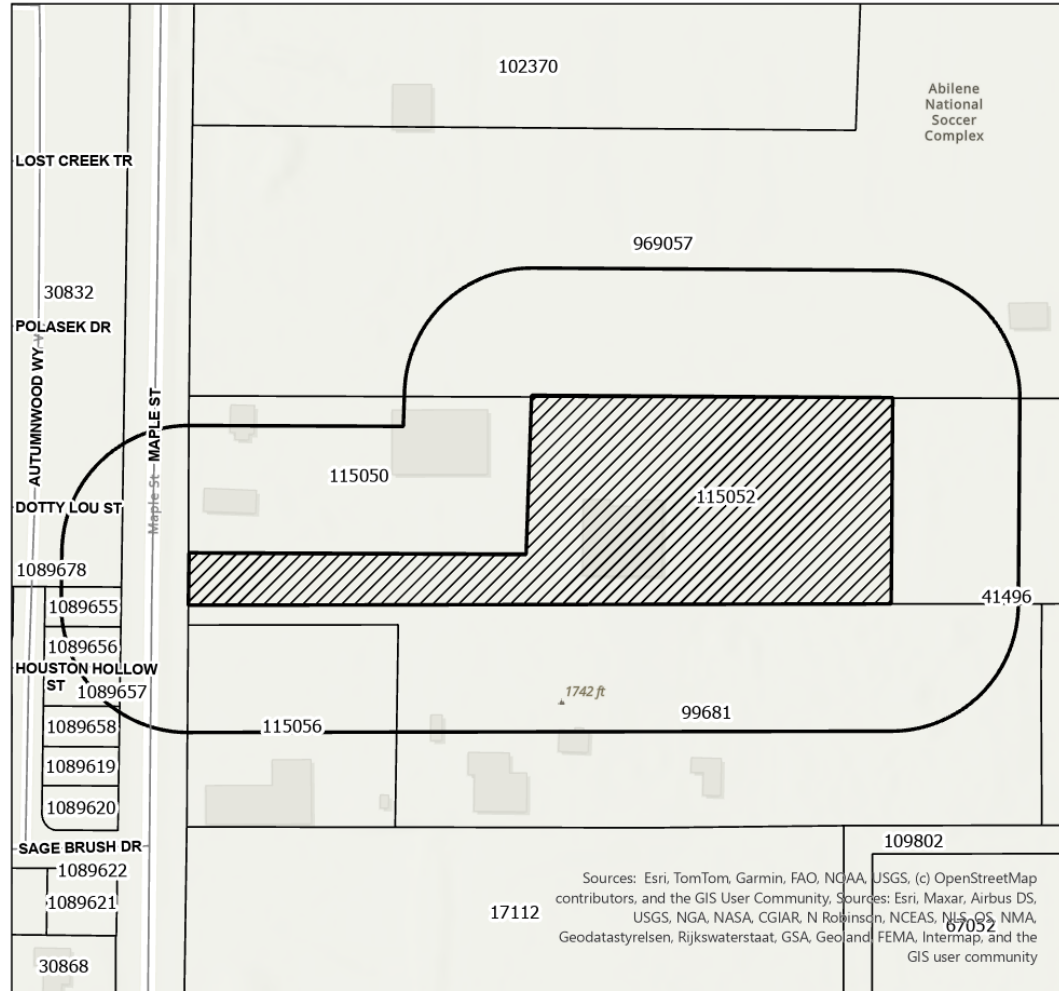


North Neighboring
Property





NOTIFICATION AREA MAP



0.04

Miles

Notification Area

Z-2025-36

0 - in Favor - 

0 - in Opposition - 



CITY OF
ABILENE
TEXAS

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, GS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **19. Ordinance (Final Reading) Z-2025-37: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 44.90 Acres From Agricultural Open (AO) To Residential Single-Family (RS-6) And General Commercial (GC). Located At 3009 Dub Wright Boulevard And 3010 Bishop Road. (Tim Littlejohn)**

GENERAL INFORMATION

The owner of this property would like to rezone this property to General Commercial along Dub Wright and Residential use further east toward Bishop Road.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Ordinance
2. staff report
3. Zoning Exhibit
4. Project Overview
5. Owners Authorization
6. Legal for RS-6 Zoning
7. Legal for GC Zoning
8. Z-2025-37 Flood
9. presentation
10. 56007
11. 6049 Jennings Dr

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 44.7 acres from Agricultural Open (AO) to General Commercial (GC) and Residential Single-Family (RS-6).

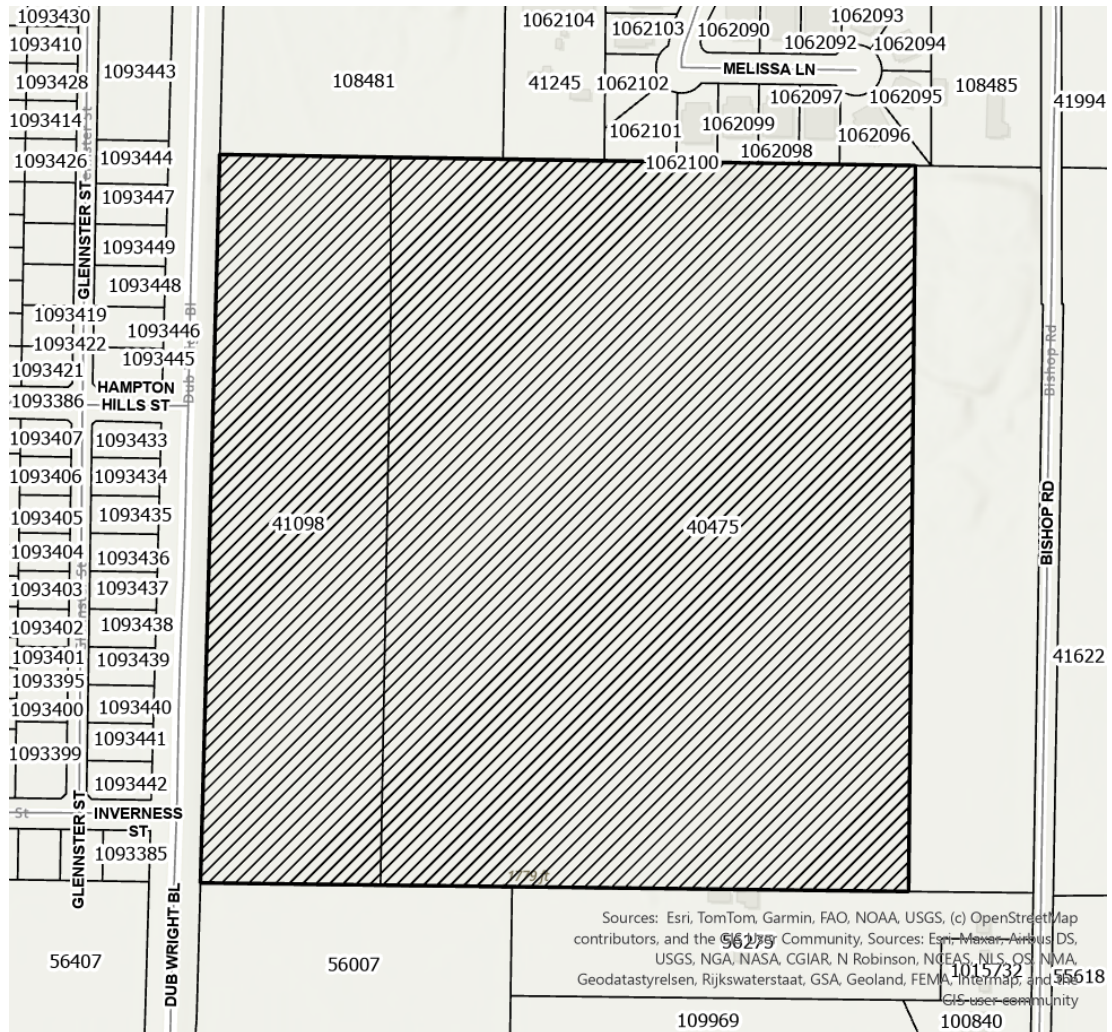
Located at 3009 Dub Wright Blvd. and 3010 Bishop Road.

Legal description for RS-6 as follows:

BEGINNING at a point for the northwest corner of this described tract and being in the north line of said Tract 2, and said point being S89°10'36"E, 250.02 feet from the northwest corner of said Tract 2;
THENCE S89°10'36"E, 1,111.43 feet along the north line of this described tract and said Tract 2 to the northeast corner of this described tract;
THENCE S00°37'13"W, 1,424.41 feet along the east line of this described tract and over and across said Tract 2 to a point for the southeast corner of this described tract;
THENCE N89°12'45"W, 776.79 feet along the south line of this described tract and said Tract 2 to an angle corner of this described tract and said Tract 2;
THENCE N88°56'30"W, 345.29 feet along the south line of this described tract and said Tract 2 to an angle corner of this described tract and said Tract 2;
THENCE N89°32'25"W, 12.23 feet along the south line of this described tract and said Tract 2 to the southwest corner of this tract and said Tract 2;
THENCE N01°32'28"E, 1,423.66 feet along the west line of this described tract and over and across said Tract 2 to the POINT OF BEGINNING and containing 36.72 acres of land, more or less.

Legal description for GC as follows:

BEGINNING at a point for the northwest corner of this described tract and said Tract 2, and said point being in the east right-of-way line of Dub Wright Blvd., also known as FM 3438;
THENCE S89°10'36"E, 250.02 feet along the north line of this described tract and said Tract 2 to the northeast corner of this described tract;
THENCE S01°32'28"W, 1,423.66 feet along the east line of this described tract and over and across said Tract 2 to a point for the southeast corner of this described tract;
THENCE N89°32'25"W, 250.05 feet along the south line of this described tract and said Tract 2 to the southwest corner of this tract and said Tract 2;
THENCE N01°32'28"E, 1,425.25 feet along the west line of this described tract and said Tract 2, and along the east right-of-way line of said Dub Wright Blvd. to the POINT OF BEGINNING and containing 8.18 acres of land, more or less.



END

ZONING CASE: Z-2025-37 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Read: October 23, 2025
City Council 2nd Read: November 6, 2025

Applicant

Owner: Legacy Funeral Holdings
Agent: Jacob Martin

Case Manager

Adam Holland– Planner

Request

Change the zoning of approximately 44.7 acres from Agricultural Open (AO) to General Commercial (GC) and Residential Single-Family (RS-6).

Location

Located at 3009 Dub Wright Blvd. and 3010 Bishop Road. Legal description being a 44.90-acre tract out of the William Bishop Survey No. 43, Abilene, Taylor County, Texas.

Background

The owner of this property would like to rezone this property to General Commercial along Dub Wright and Residential use further east toward Bishop Road.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/MD/PD	Residential/Vacant
East	AO	Vacant/Cemetery
South	AO	Vacant/Residential
West	MD	Residential (Duplex)

Criteria Assessment

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

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

The proposed zone changes implement the policies of the 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 rezoning is consistent with the neighboring zoning and uses of the area surrounding the subject property.

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

The property is adequately served by all utilities. Any future subdivision of the property will require platting which will extend all utilities to the newly created parcels.

(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

- Project Overview
- PowerPoint
- Owners' Authorization
- Zoning Exhibit

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025 via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
LEGACY FUNERAL HOLDINGS LLC	40475	3010 BISHOP RD	
06 LEASING LLC	108481	6249 JENNINGS DR	
B R FOREST ENTERPRISES LLC	1062094	2883 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062095	2884 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062096	2874 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062097	2866 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062098	2858 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062099	2850 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062100	2842 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062101	2834 MELISSA LN	
B R FOREST ENTERPRISES LLC	1062102	2826 MELISSA LN	
BISHOP LANHAM RICKY III	1015732	3214 BISHOP RD	
CLARK JAMES RONALD & YONG C	41245	6049 JENNINGS DR	F
HAMPTON HILLS LLC	1093433	3001 GLENNSTER ST	
HAMPTON HILLS LLC	1093434	3009 GLENNSTER ST	
HAMPTON HILLS LLC	1093435	3017 GLENNSTER ST	
HAMPTON HILLS LLC	1093436	3025 GLENNSTER ST	
HAMPTON HILLS LLC	1093437	3033 GLENNSTER ST	
HAMPTON HILLS LLC	1093438	3043 GLENNSTER ST	
HAMPTON HILLS LLC	1093439	3049 GLENNSTER ST	
HAMPTON HILLS LLC	1093440	3059 GLENNSTER ST	
HAMPTON HILLS LLC	1093441	3065 GLENNSTER ST	
HAMPTON HILLS LLC	1093442	3075 GLENNSTER ST	
KKP INVESTMENTS LLC	56007	3201 DUB WRIGHT BL	F
KKP INVESTMENTS LLC	56407	6310 BUTTERFIELD TR	F

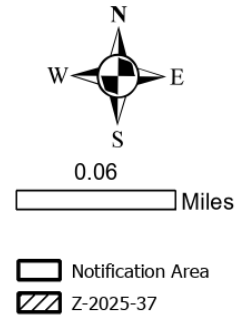
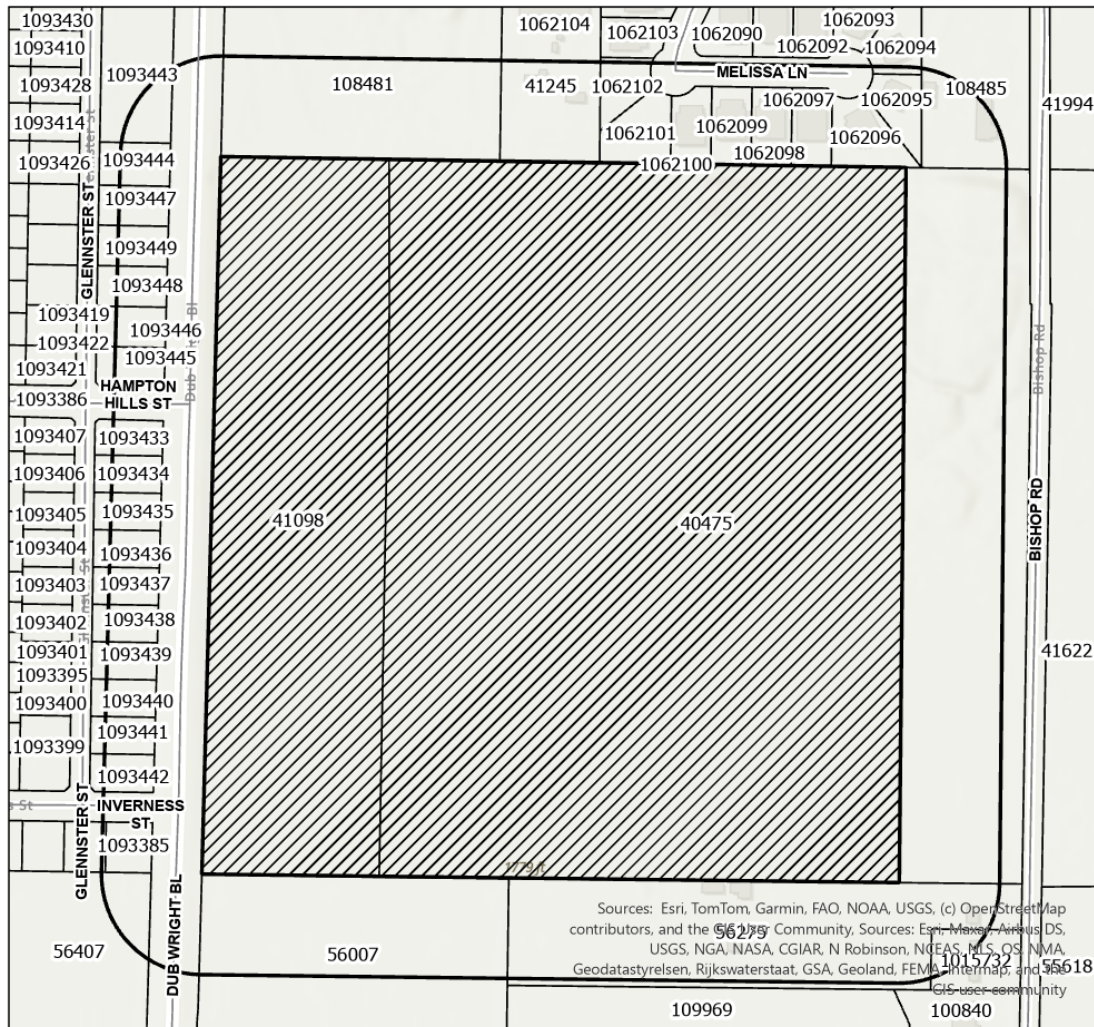
LANTRIP KENNETH EUGENE & CINDY KAY	1093445	2925 GLENNSTER ST	
LANTRIP KENNETH EUGENE & CINDY KAY	1093446	2917 GLENNSTER ST	
LANTRIP KENNETH EUGENE & CINDY KAY	1093447	2893 GLENNSTER ST	
LEGACY FUNERAL HOLDINGS LLC	41098	3009 DUB WRIGHT BL	
QUEEN BEE ENTERPRISES LLC	1093384	6519 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093385	6509 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093443	2810 DUB WRIGHT BL	
QUEEN BEE ENTERPRISES LLC	1093444	2885 GLENNSTER ST	
QUEEN BEE ENTERPRISES LLC	1093448	2909 GLENNSTER ST	
QUEEN BEE ENTERPRISES LLC	1093449	2901 GLENNSTER ST	
RENFRO ELDRED R & PATRICIA A	56275	3202 BISHOP RD	
ROCHA ROBERT G	108485	2850 BISHOP RD	

PROP ID

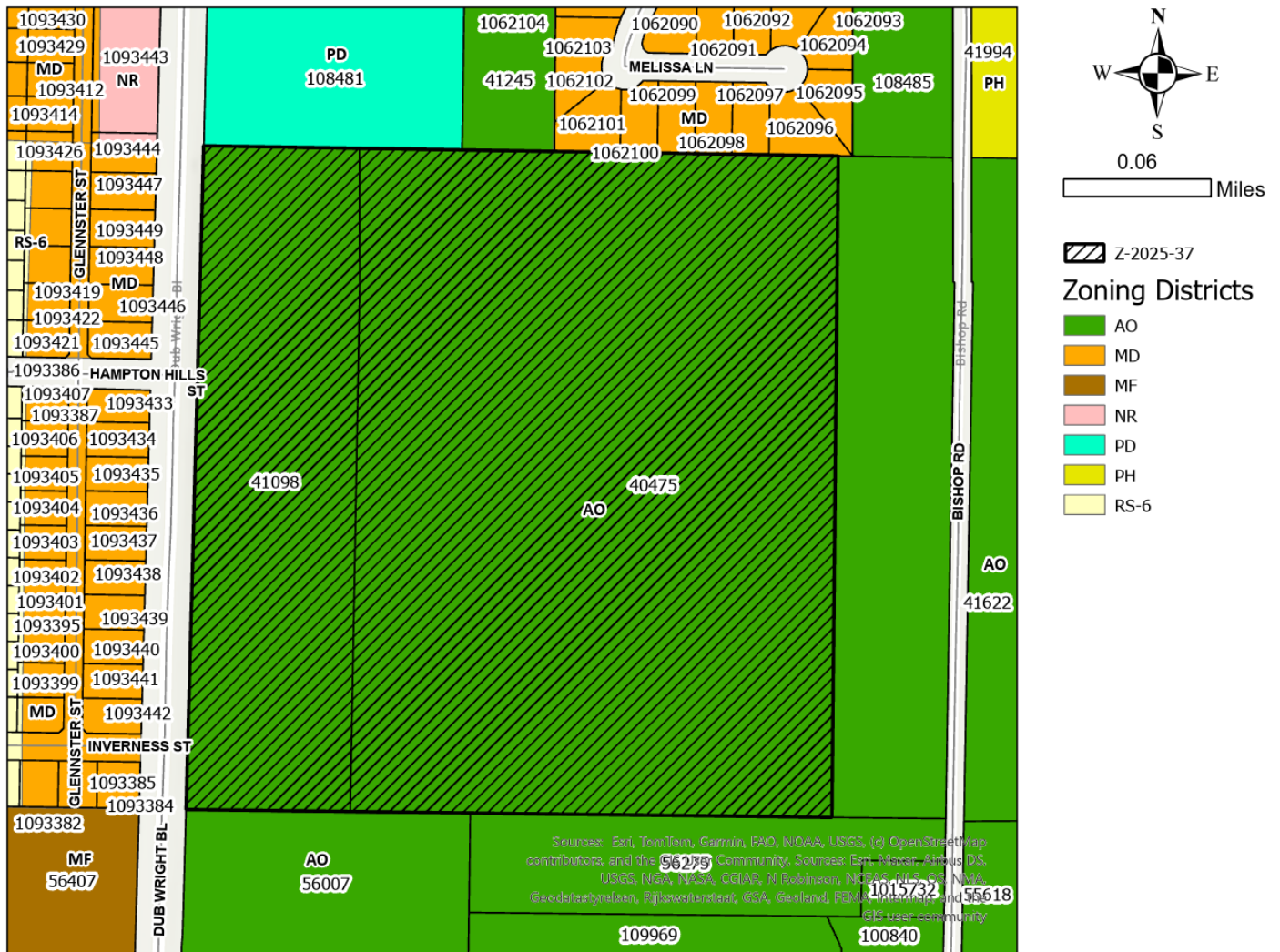
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QUEEN BEE ENTERPRISES LLC	1093449	2901 GLENNSTER ST	

NOTIFICATION MAP



ZONING MAP



X:\CM_Kyle_Pou\25300 - Legacy Funeral Holdings 53 Acre Tract - Kyle Pou\Drafting_Base\maps_Sitebase\25300 - Sitebase.dwg Saved By: clarrow Save Time: 8/29/2025 12:29 PM Plotted by: damon butler@cas Plot Date: 9/5/2025 10:42 AM



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-37 AO to GC & RS-6

ID # 25-000219 | **Started** 09/02/2025 at 4:21 PM



Address

3009 Dub Wright Bl, Abilene, TX USA 79606

Legal

A0018 Sur 43 William Bishop
A0018 Sur 43 William Bishop, Acres 12.11

Description

Rezoning of Approx. 8.1 Acres to GC and approx. 36.6 acres to RS-6.

PROPERTY DETAILS

Property ID	41098
GEO ID	60168
Enforcement Area	Dyess Area

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Legacy Funeral Holdings - Llc		3103 Sackett St Houston, TX 77098-2016	-	Property Owner

INFORMATION FIELDS

Owner Name

Legacy Funeral Holdings, LLC.

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

A0018 SUR 43 WILLIAM BISHOP, ACRES 12.11 & A0018 SUR 43 WILLIAM BISHOP, ACRES 40.87

Subdivision Name

-

Current Zoning

AO

Proposed ZoningGC & RS-6

Agree to TermsClayton Farrow 9-2-2025

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

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
25300 - Zoning Exhibit.pdf	09/08/2025 at 11:15 AM	Clarissa Ivey
Document_250902_141336.pdf	09/02/2025 at 4:27 PM	Clarissa Ivey

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

No data for General Comments.

Owner Authorization and Representative Designation

Property Description

Subdivision: Legacy Funeral Holdings, LLC Total Number of Acres: ~44.8
Zoning Classification(s): AO Total Number of Lots: _____
Location: ±44.8 Acre out of ±53 Acre tract. Parcel ID's 41098 & 40475

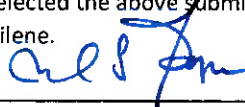
Property Owner Information & Authorization

Name/Company: Legacy Funeral Holdings, LLC.
Address: 3103 Sackett Street
City: Houston State: TX Zip Code: 77098
Phone: 713-819-2711 Email: mps@legacyfuneralgroup.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Jacob & Martin, LLC (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature:  Date: 9-2-2025

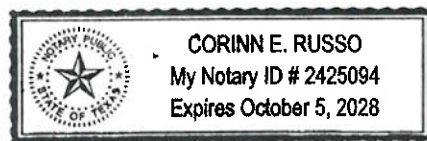
STATE OF: Texas

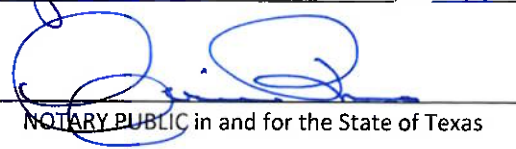
COUNTY OF: Harris

Michael L. Soper, President of Legacy Funeral Holdings, Inc.
obo Legacy Funeral Holdings LLC

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

SUBSCRIBED AND SWORN TO before me, this the 2nd day of September, 2025




NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Clayton Farrow or Tal Fillingim Company: Jacob & Martin, LLC
Address: 3465 Curry Lane City: Abilene State: Texas
Zip Code: 79606 Number: 325-695-1070 Email: cfarrow@jacobmartin.com

Request New Project

To request a project, complete the information below. Then, click the "Request Project" button.

[Go back](#)

Selected Project Template:

Zoning Application

Project Title:

ex: Remodel Pharmacy in Walmart

Zoning Application for Legacy Funeral Holdings

Location:

Select an existing location from Location Manager.

Property ID

3009 Dub Wright Bl, Abilene, TX 79606,Property 41098 GEO 60

[Pick GIS Location](#)

[Advanced Search](#)

Existing Projects for this Location:

View and link other projects at this location.

Active 0 Archived 0 All 0

[Permits & Inspections](#)

0

Credentials:

These are the credentials

CREDENTIALS

Developer

Homecenter

Engineer

[Clayton Farrow](#)

Surveyor

Project Description:

Enter a complete description of the main work related to this project

Rezoning of Approx. 8.1 Acres to GC and approx. 36.6 acres to RS-6.

Requirements

These are the requirements.

Field Name:

Value:

[Owner Name](#)

Please enter the owner name.

Legacy Funeral Holdings

[Agent Name](#)

Please enter the agent name.

Jacob & Martin

[Block](#)

Requirements

These are the requirements.

Field Name:

Value:

Owner Name *

Please enter the owner name.

Legacy Funeral Holdings

Agent Name

Please enter the agent name

Jacob & Martin

Block

Please enter the block.

Lot

Please enter the lot.

Acreage

Please enter the acreage.

Legal Description of property *

Enter legal description of property here

A0018 SUR 43 WILLIAM BISHOP, ACRE

Subdivision Name

Please enter the subdivision name.

Current Zoning *

Please enter the current zoning.

AO

Proposed Zoning *

Please enter the proposed zoning (if applicable)

GC & RS-6

Agree to Terms *

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 to be submitted to the Planning and 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 and 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 and 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. Please enter full name and date below

Upon submitting, you must upload electronic plans.

Cancel

Request Project

Requirements

These are the requirements.

Field Name:**Value:****Owner Name ***

Please enter the owner name.

Legacy Funeral Holdings

Agent Name

Please enter the agent name.

Jacob & Martin

Block

Please enter the block.

Lot

Please enter the lot.

Acreage

Please enter the acreage.

Legal Description of property *

Enter legal description of property here

A0016 SUR 43 WILLIAM BISHOP, ACRE

Subdivision Name

Please enter the subdivision name

Current Zoning *

Please enter the current zoning.

AO

Proposed Zoning *

Please enter the proposed zoning (if applicable)

GC & RS-6

Agree to Terms *

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 to be submitted to the Planning and 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 and 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 and 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. Please enter full name and date below

Upon submitting, you must upload electronic plans.

Cancel

Request Project



3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

**METES & BOUNDS DESCRIPTION
PROPOSED "RS-6" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS**

BEING a **36.72 acre** zoning tract out of the W. Bishop Survey No. 43, Abstract No. 18, City of Abilene, Taylor County, Texas and being out of a called 52.981 acre tract, known as Tract 2, more particularly described in a Special Warranty Deed to Legacy Funeral Holdings, LLC, recorded in Volume 3349, Page 768, Official Public Records, Taylor County, Texas. Said **36.72 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and being in the north line of said Tract 2, and said point being S89°10'36"E, 250.02 feet from the northwest corner of said Tract 2;

THENCE S89°10'36"E, 1,111.43 feet along the north line of this described tract and said Tract 2 to the northeast corner of this described tract;

THENCE S00°37'13"W, 1,424.41 feet along the east line of this described tract and over and across said Tract 2 to a point for the southeast corner of this described tract;

THENCE N89°12'45"W, 776.79 feet along the south line of this described tract and said Tract 2 to an angle corner of this described tract and said Tract 2;

THENCE N88°56'30"W, 345.29 feet along the south line of this described tract and said Tract 2 to an angle corner of this described tract and said Tract 2;

THENCE N89°32'25"W, 12.23 feet along the south line of this described tract and said Tract 2 to the southwest corner of this tract and said Tract 2;

THENCE N01°32'28"E, 1,423.66 feet along the west line of this described tract and over and across said Tract 2 to the **POINT OF BEGINNING** and containing **36.72 acres** of land, more or less.



3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

**METES & BOUNDS DESCRIPTION
PROPOSED "GC" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS**

BEING a **8.18 acre** zoning tract out of the W. Bishop Survey No. 43, Abstract No. 18, City of Abilene, Taylor County, Texas and being out of a called 52.981 acre tract, known as Tract 2, more particularly described in a Special Warranty Deed to Legacy Funeral Holdings, LLC, recorded in Volume 3349, Page 768, Official Public Records, Taylor County, Texas. Said **8.18 acre** tract is more particularly described in metes and bounds as follows:

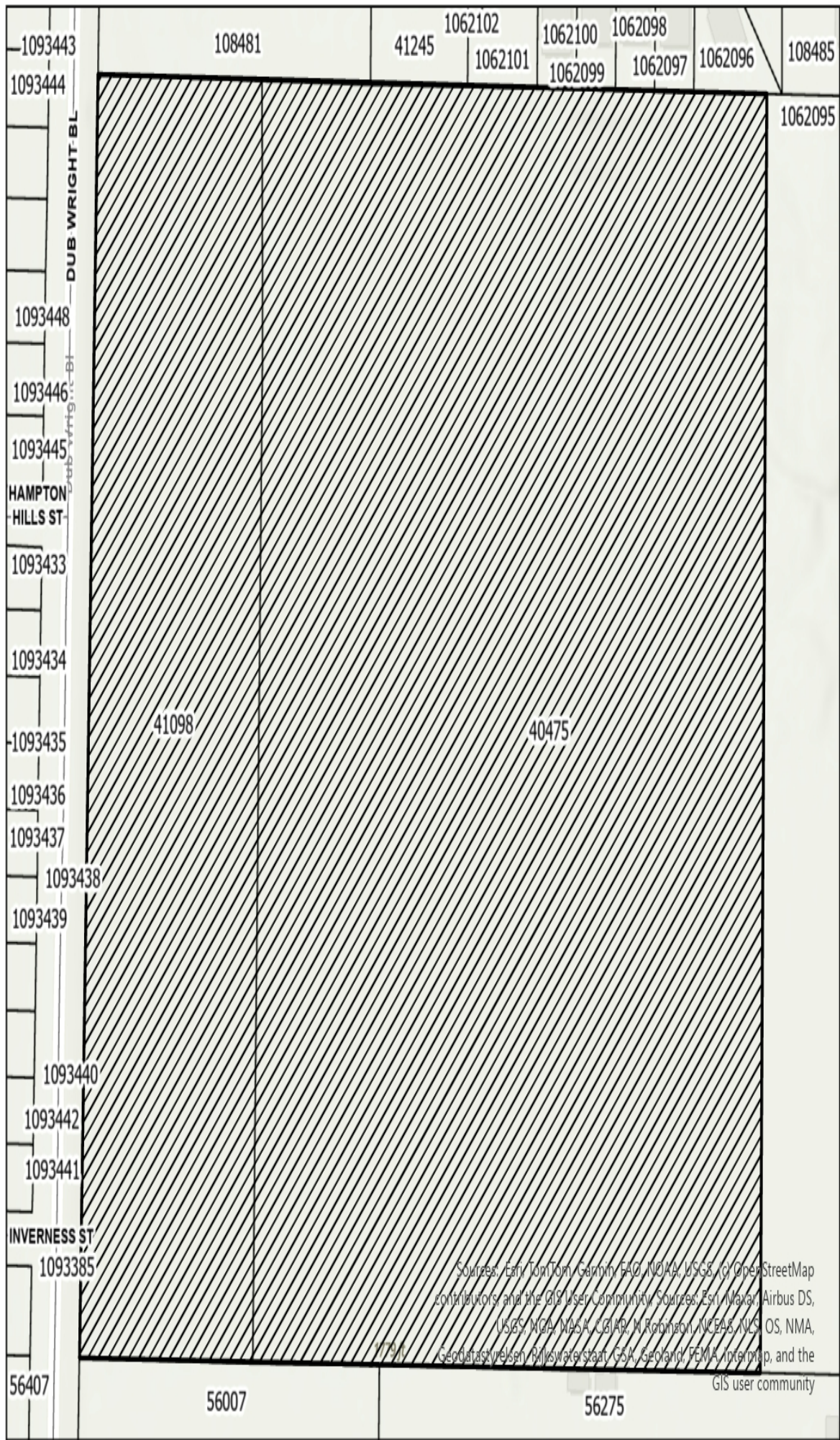
BEGINNING at a point for the northwest corner of this described tract and said Tract 2, and said point being in the east right-of-way line of Dub Wright Blvd., also known as FM 3438;

THENCE S89°10'36"E, 250.02 feet along the north line of this described tract and said Tract 2 to the northeast corner of this described tract;

THENCE S01°32'28"W, 1,423.66 feet along the east line of this described tract and over and across said Tract 2 to a point for the southeast corner of this described tract;

THENCE N89°32'25"W, 250.05 feet along the south line of this described tract and said Tract 2 to the southwest corner of this tract and said Tract 2;

THENCE N01°32'28"E, 1,425.25 feet along the west line of this described tract and said Tract 2, and along the east right-of-way line of said Dub Wright Blvd. to the **POINT OF BEGINNING** and containing **8.18 acres** of land, more or less.



- Z-2025-37
- FEMA Flood Zones**
- | | |
|------------------|------------------|
| Floodway | Floodway |
| 100 Year 1% | 100 Year 1% |
| 100 Year 1% | 100 Year 1% |
| 500 Year .2% | 500 Year .2% |
| Unstudied A Zone | Unstudied A Zone |

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
 Sources: Esri, Maxar, Airbus DS, USGS, NOAA, NASA, CGIAR, M. Robinson, NCEAS, NLS, OS, NMA, Geodatastore, Bilgewaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



REZONE REQUEST

Case: Z-2025-37

Owner: Legacy Funeral Holdings

Applicant: Jacob Martin

Request: Change the zoning of approximately 44.7 acres from Agricultural Open (AO) to General Commercial (GC) and Residential Single-Family (RS-6).

Location: 3009 Dub Wright Boulevard

Notification: 3 in Favor, 0 in Opposition

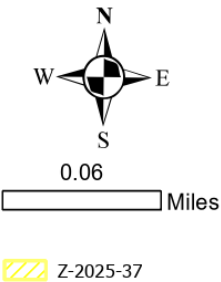
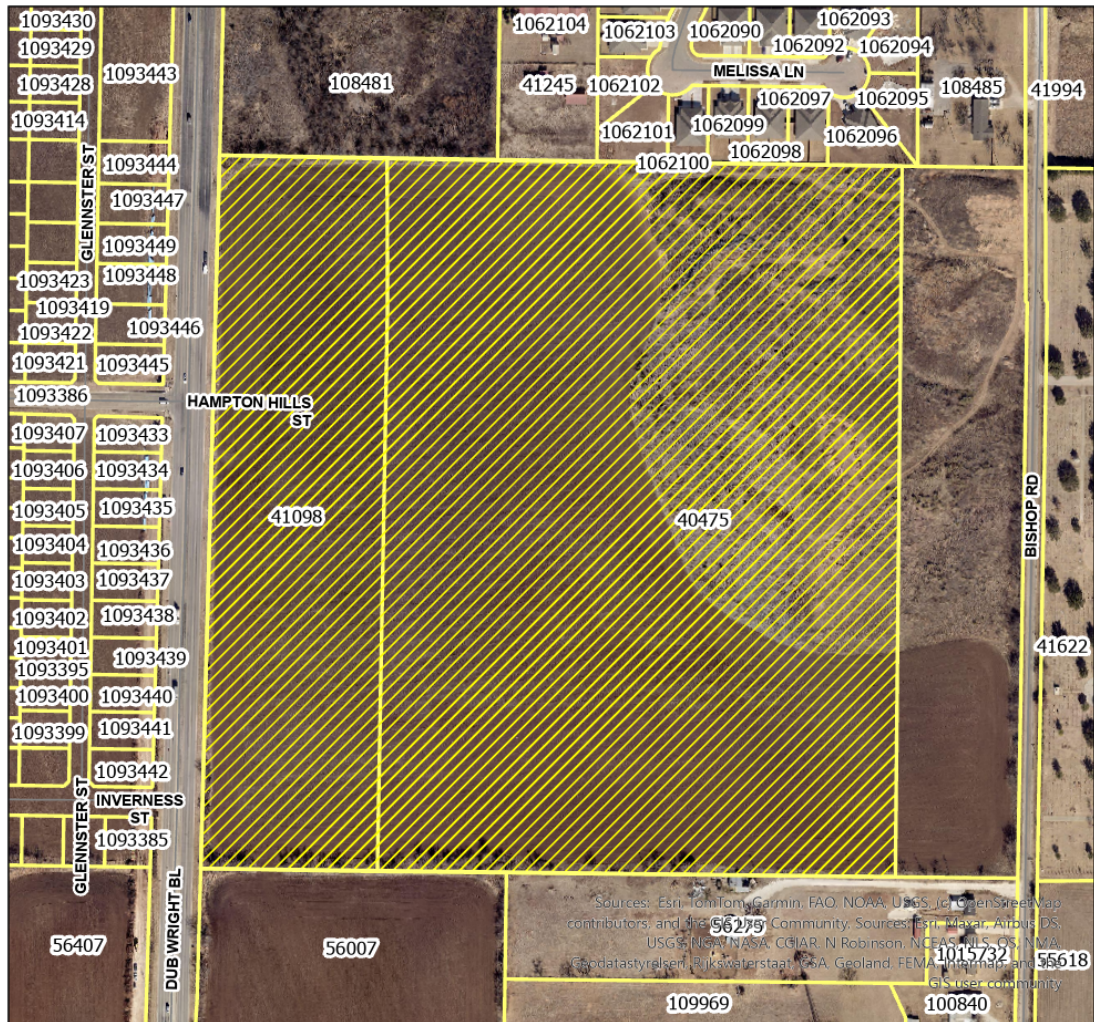
Planning & Zoning: October 7, 2025

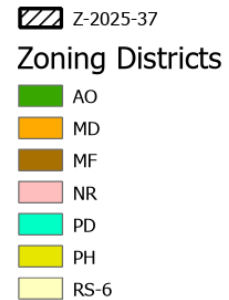
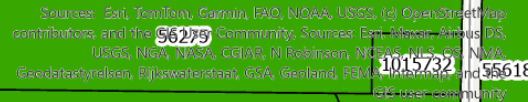
Council Hearing: October 23, 2025
November 6, 2025





AERIAL LOCATION MAP







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 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





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
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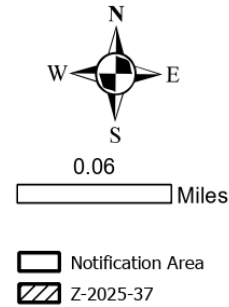
ZONING EXHIBIT





VIEWS OF SUBJECT PROPERTY





0 - in Opposition -





FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





KKP INVESTMENTS LLC
1848 DENALI DR
ABILENE, TX 79606-2548

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-37

September 16, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **October 7, 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 44.90 acres from Agricultural Open (AO) to Residential Single-Family (RS-6) and General Commercial. Located at 3009 Dub Wright Boulevard and 3010 Bishop Road. Legal description being a 44.90-acre tract out of the William Bishop Survey No. 43, Abilene, Taylor County, Texas. The property is currently Agricultural Open (AO) and the request is to change the zoning to General Commercial (GC) and Residential Single-Family (RS-6).

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 **November 6, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kera Valois at telephone 325-676-6237 or by email address planning@abilenetx.gov

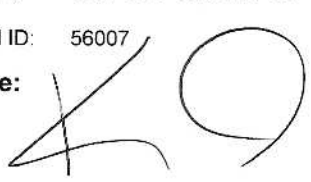
ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-37

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: 41098, 40475
Requestor's Property Zoning: AO
Requestor's Proposed Zoning: GC, RS-6

Your Name: KKP INVESTMENTS LLC
Your Property Address: 3201 DUB WRIGHT BL
Your Parcel ID: 56007
Signature: 

I am in favor of the request ☒

I am opposed to the request ☐

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-37

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: 41098, 40475

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: GC, RS-6

Your Name: CLARK JAMES RONALD & YONG C

I am in favor of the request ☒

Your Property Address: 6049 JENNINGS DR

Your Parcel ID: 41245

I am opposed to the request ☐

Signature: *James R. Clark & Yong Clark*



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **20. Ordinance (Final Reading) Z-2025-38: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.48 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 525 S Treadaway Blvd. (Tim Littlejohn)**

GENERAL INFORMATION

The applicant is proposing to downzone the property to permit auto sales. This use was previously grandfathered; however, Ted Thompson Motors closed in 2020. Following this closure, the property was utilized for contractor services for several years, abandoning the use of auto sales.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

P & Z recommends approval.

ATTACHMENTS:

1. Staff Report (3)
2. Application
3. Z-2025-38 Flood
4. 418 S 6th Street
5. Ordinance
6. Presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ZONING CASE

Z-2025-38

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: October 7, 2025
City Council 1st Reading: October 23, 2025
City Council 2nd Reading: November 6, 2025

Applicant

Owner: Cody Morrow
Agent: Adrian Guerrero

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.48 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location

Located at 525 S Treadaway Blvd. Legal description being Lots 7-10, Block 93, Original Town Abilene, Abilene, Taylor County, Texas.

Background

The applicant is proposing to downzone the property to permit auto sales. This use was previously grandfathered; however, Ted Thompson Motors closed in 2020. Following this closure, the property was utilized for contractor services for several years, abandoning the use of auto sales.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HI	Contractor Services
East	HI	Contractor Services
South	HI	Retail
West	HC	Auto-Repair

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 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 has access to all required utilities.

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

None known.

Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation
- Project Overview

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

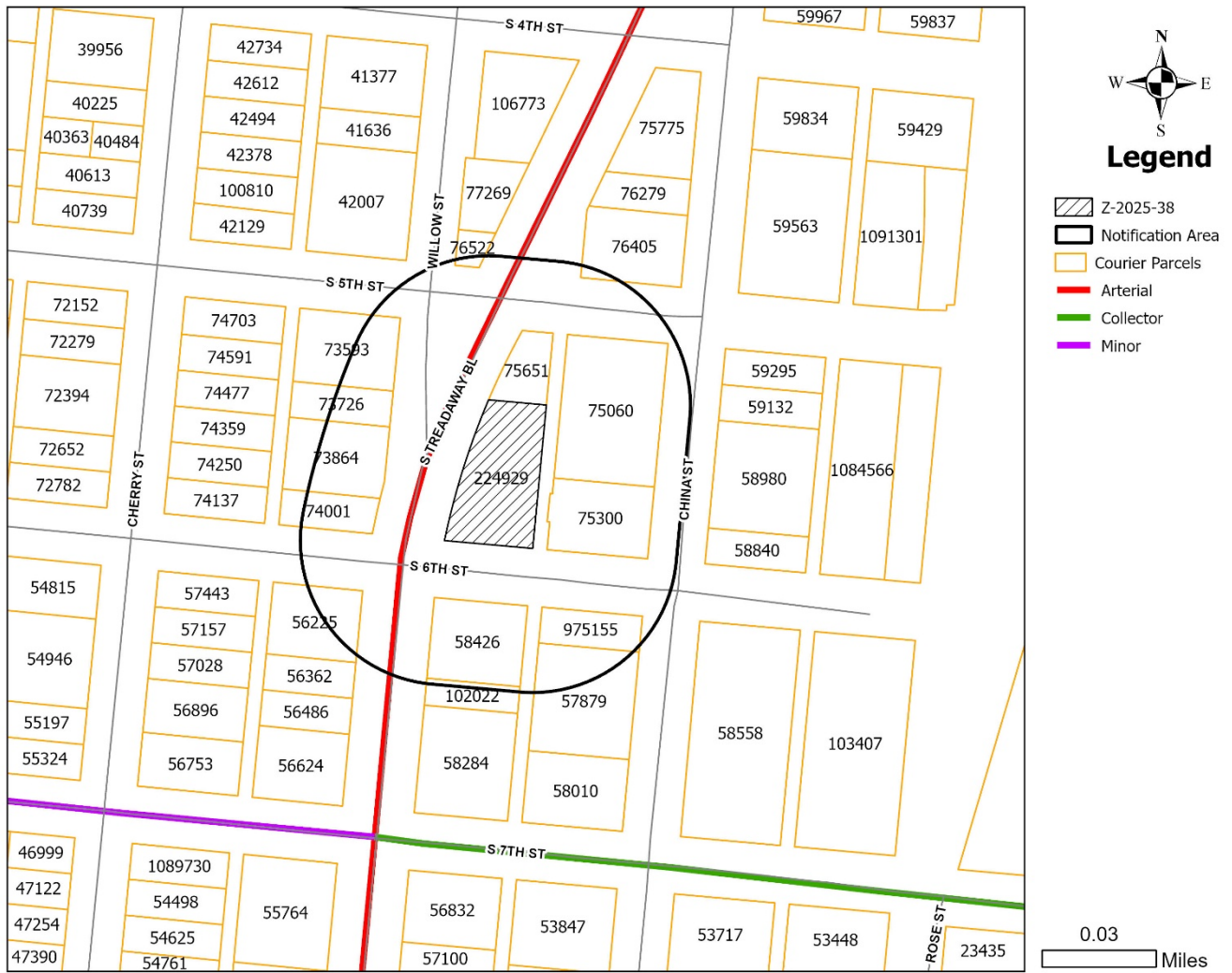
PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IMPACT GROUP LP	57879	610 CHINA ST	
ADVANTAGE OUTDOOR COMPANY LP	76522	446 S TREADAWAY BL	
BRYAN STACY VIRGINIA	975155	602 CHINA ST	
GPM EMPIRE LLC	102022	617 S TREADAWAY BL	
GRISHAM GARY W & SANDY	75060	550 CHINA ST	
GRISHAM GARY W & SANDY	75060	502 CHINA ST	
HAILEY NORMAN HARRELL	73593	502 S TREADAWAY BL	
HOEMKE PROPERTY LLC	76405	441 S TREADAWAY BL	
LANDEROS JESSE	56225	602 S TREADAWAY BL	
MARQUEZ MARTIN	58426	601 S TREADAWAY BL	
MORROW CODY	224929	525 S TREADAWAY BL	
NIEDECKEN GEORGE	74001	540 S TREADAWAY BL	
NIGRO VINCENT	75651	509 S TREADAWAY BL	
SCOTT HERITAGE LLC	73726	524 S TREADAWAY BL	
SCOTT HERITAGE LLC	73864	526 S TREADAWAY BL	
SCOTT HERITAGE LLC	73864	528 S TREADAWAY BL	
SINCLAIR ELIZABETH THOMPSON	75300	418 S 6TH ST	F

PROPERTY ID

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
LANDEROS JESSE	56225	602 S TREADAWAY BL	
ABILENE IMPACT GROUP LP	57879	610 CHINA ST	
MARQUEZ MARTIN	58426	601 S TREADAWAY BL	
HAILEY NORMAN HARRELL	73593	502 S TREADAWAY BL	
SCOTT HERITAGE LLC	73726	524 S TREADAWAY BL	
SCOTT HERITAGE LLC	73864	526 S TREADAWAY BL	
SCOTT HERITAGE LLC	73864	528 S TREADAWAY BL	
NIEDECKEN GEORGE	74001	540 S TREADAWAY BL	
GRISHAM GARY W & SANDY	75060	550 CHINA ST	
GRISHAM GARY W & SANDY	75060	502 CHINA ST	
SINCLAIR ELIZABETH THOMPSON	75300	418 S 6TH ST	F
NIGRO VINCENT	75651	509 S TREADAWAY BL	
HOEMKE PROPERTY LLC	76405	441 S TREADAWAY BL	
ADVANTAGE OUTDOOR COMPANY LP	76522	446 S TREADAWAY BL	
GPM EMPIRE LLC	102022	617 S TREADAWAY BL	
MORROW CODY	224929	525 S TREADAWAY BL	
BRYAN STACY VIRGINIA	975155	602 CHINA ST	

NOTIFICATION MAP



LOCATION MAP



Legend

- Z-2025-38
- Courier Parcels
- Arterial

0.01
Miles

ZONING MAP





2025 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

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

Project Name:

Address: 525 S. Treadaway Blvd Number of Lots: 4 Acreage: _____
Legal Description: OT Abilene, Block 93 Lot 7-10
Subdivision Name: 70100 Block: 93 Lot: 7-10
Current Zoning: HI Proposed Zoning (if applicable): LI

OWNER AND AUTHORIZATION

Owner Name: Cody Morrow
Address: 7718 John Carroll Dr.
City, State, Zip: Abilene, Tx 79606 Fax: _____
Phone: (325) 468-0284 Email: codymorrowemail@gmail.com
Agent Name: Adrian Guerrero
Address: 342 Cedar St #7
City, State, Zip: Abilene, Tx 79601 Fax: _____
Phone: (325) 455-6803 Email: aguerrero281@yahoo.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: 9-5-25

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____



2025 Development Application

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

To retail cars and trucks

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2025 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

yes

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

yes

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

yes

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

no

Other Required Forms - Disclosure of Interest (See Attached)



2025 Development Application

Disclosure of Interest

Disclosure Questions

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

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

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

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

C. State all information upon which you base the belief (use additional paper, if necessary).

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

Name of Certifying Person (print): Adrian Guerrero

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: [Signature]

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

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



2025 Development Application

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

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

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

Witness my hand this day of _____, 20____

SIGNED: _____

A handwritten signature in black ink, appearing to be "L. J. Smith", is written over a horizontal line.

*(cross out the inapplicable phrase)



2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: 70100 Total Number of Acres: _____
Zoning Classification(s): R HI Total Number of Lots: 34
Location: _____

Property Owner Information & Authorization

Name/Company: Cody D. Morrow
Address: 17718 John Carroll Dr.
City: Abilene State: TX Zip Code: 79606
Phone: 325-668-0284 Email: cody.morrow@gmail.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Adrian Guervero (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.

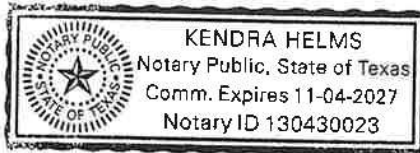
Property Owner's Signature: Cody D. Morrow Date: 9/5/25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Cody Morrow
(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 5th day of September, 20 25



Kendra Helms
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

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



- Z-2025-38
- FEMA Flood Zones**
- | | |
|------------------|------------------|
| Floodway | Floodway |
| 100 Year 1% | 100 Year 1% |
| 100 Year 1% | 100 Year 1% |
| 500 Year .2% | 500 Year .2% |
| Unstudied A Zone | Unstudied A Zone |

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (d) 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

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-38

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: 224929

Requestor's Property Zoning: HI

Requestor's Proposed Zoning: LI

Your Name: SINCLAIR ELIZABETH THOMPSON

I am in favor of the request ☒

Your Property Address: 418 S 6TH ST

Your Parcel ID: 75300

I am opposed to the request ☐

Signature:

Elizabeth Thompson Sinclair
2310 Adam Ave.
Abilene, Tex 79602

SEP 29 AM 9:26

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 23rd 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 the 19th day of September, 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 6th day of November, 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 6th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.48 acres from Heavy Industrial (HI) to Light Industrial (LI).

Located at 525 S Treadaway Boulevard.

Legal description being Lots 7-10, Block 93, Original Town Abilene, Abilene, Taylor County, Texas



END



REZONE REQUEST

Case: Z-2025-38

Owner: Cody Morrow

Agent: Adrian Guerrero

Request: Change the zoning of approximately 0.48 acres from Heavy Industrial (HI) to Light Industrial (LI)

Location: 525 S Treadaway Blvd

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: October 7, 2025

Council Hearing: October 23, 2025
November 6, 2025





AERIAL LOCATION MAP

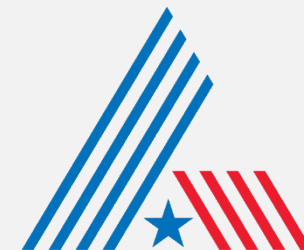


Legend

- Z-2025-38
- Courier Parcels
- Arterial

0.01

Miles



CITY OF
ABILENE
TEXAS



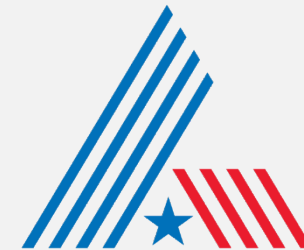
ZONING MAP



Legend

- Z-2025-38
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)
- RS (Residential - Single Family)
- Arterial

0.01
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

September 25, 2025 4:15 PM



East Neighboring property

September 25, 2025 4:21 PM



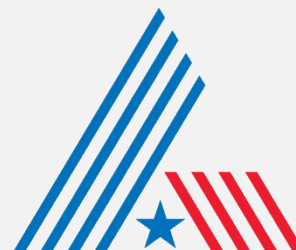
West Neighboring property

September 25, 2025 4:17 PM



South Neighboring property

September 25, 2025 4:16 PM



CITY OF
ABILENE
TEXAS



 Z-2025-38
 Notification Area
 Courier Parcels
 Arterial
 Collector
 Minor

0 - in Opposition -





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney

ITEM: 21. 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

19. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Project Surf
2. Project Rise
3. Lancium Project

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 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)

- **Neighborhood Services Advisory Board**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Board Appointment Exhibit (1)
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

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

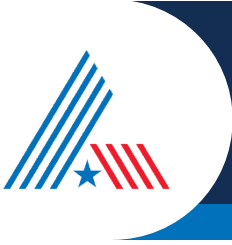
Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Neighborhood Services Advisory Board</i>	
Kenneth Bowles [Reappointment]	November 2027



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

- Neighborhood Services Advisory Board
 - Kenneth Bowles [Reappointment]





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of the City Council
FROM: Emily Crawford, City Manager
ITEM: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s ("DCOA") Incentive for Project Surf, Amending the DCOA's Budget to Include Expenditures for the Incentive; and Approving an Infrastructure Incentive Reimbursement Agreement with the DCOA for Project Surf (Emily Crawford)

GENERAL INFORMATION

Information will be provided at the meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. #23 City Council Presentation Slides - Surf Reimbursement

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Infrastructure Incentive, Budget Amendment, and Reimbursement Agreement with the DCOA for Project Surf

Nov. 6, 2025





DCOA Infrastructure Incentive, Budget Amendment, and Reimbursement Agreement

- On May 29, 2025, the Development Corporation of Abilene (DCOA) Board approved an Infrastructure Incentive for Project Surf to promote new and expanded business enterprises.
- The City Council must approve the DCOA's action and amend the DCOA budget.
- The DCOA will provide Infrastructure funding for Project Surf to the City based upon the terms of the Agreement discussed in Executive Session.
- The City will issue the Infrastructure Incentive to Project Surf upon completion of the project.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of City Council
FROM: Emily Crawford, City Manager
ITEM: 24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a TIRZ #2 Incentive for Project Surf (Emily Crawford)

GENERAL INFORMATION

Information will be provided during the meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. #24 City Council Presentation Slides - Surf TIRZ

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a TIRZ #2 Incentive for Project Surf

Nov. 6, 2025





TIRZ #2 Economic Development Incentive

- On July 2, 2025, the TIRZ #2 Board approved an Economic Development Incentive for Project Surf to encourage and promote private investment within the TIRZ #2.
- The Project is consistent with established goals, objectives, and policies associated with the enhancement of the area and those of the TIRZ #2.
- The City Council must approve Incentive projects of TIRZ #2.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor and City Council Members
FROM: Emily Crawford, City Manager
ITEM: 25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Economic Development Agreement for Project Surf (*Emily Crawford*)

GENERAL INFORMATION

Information will be provided at the meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor and City Council
FROM: Misty Mayo, CEO Development Corporation of Abilene
ITEM: 26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Incentive for Project Rise, and Amending the Annual Budget for the Development Corporation of Abilene (*Misty Mayo*)

GENERAL INFORMATION

Approving the Development Corporation of Abilene's Incentive for Project Rise, and Amending the Annual Budget for the Development Corporation of Abilene

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The DCOA Board approved the Incentive and Amended Budget for Project Rise at its September 30, 2025 meeting. Staff recommends approval.

ATTACHMENTS:

1. City Resolution - Project Rise
2. 2025-11 DCOA Project Rise - City Council - General Session - Final

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
INCENTIVE FOR PROJECT RISE ("COMPANY").**

WHEREAS, on September 30, 2025, the DCOA approved Resolution No. DCOA-2025.12 (the **"DCOA Resolution"**) authorizing, among other items, an incentive of up to \$4,000,000 per year for 3 years (the **"Incentive"**) to support Project Rise; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes an incentive as follows:
Year 1 - \$3,487,865; Year 2 - \$2,800,974; Year 3 - \$2,381,961 to support
Project Rise, under the terms and as set forth in the DCOA Resolution.

PART 2. The DCOA's budget is hereby amended to include the expenditures
described herein.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DEVELOPING ABILENE. TOGETHER.

Abilene City Council | Project Rise
Misty Mayo, President and CEO



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

OUR VISION

The Vision of the
Development Corporation of Abilene
is to build the future Abilene.

OUR MISSION

The Mission of the
Development Corporation of Abilene
is to lead economic growth in
Abilene by attracting and sustaining
industries that support job creation,
foster strong business, and ensure a
prosperous community.

ECONOMIC DEVELOPMENT STRATEGIC PLAN



BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

Building the Foundation for Growth Together

Project Rise

- Supports local businesses for future growth and expansion
- Expands Abilene's business connectivity
- Strengthens Abilene's economic competitiveness

Proposed Incentive

- Year 1 = \$3,487,865
- Year 2 = \$2,800,974
- Year 3 = \$2,381,961

DCOA will enter into an agreement with the City of Abilene for the administration of the incentive funds.

Development Corporation of Abilene **Board of Directors**



Shea Hall | Chair
Abilene Business Owner



Sam Vinson | Secretary & Treasurer
President | Pine Street Capital



Tracy Howle | Vice Chair
SVP Portfolio Manager | First Financial Bank



Buddy Napier | Board Member
President | HGN Operating



Floyd Miller | Board Member
Financial Advisor | Osaic Wealth, Inc.



Misty Mayo | President and CEO
Development Corporation of Abilene

The DCOA has played a key role in the creation or retention of **1 OF EVERY 3 ABILENE JOBS**

The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA



Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@AbileneDCOA.com

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets. Available land is a competitive advantage for Abilene in attracting company expansions.



**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: Honorable Mayor & Members of City Council
FROM: Emily Crawford, City Manager
ITEM: 27. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with the Development Corporation of Abilene for Project Rise (*Emily Crawford*)

GENERAL INFORMATION

Information will be provided during the meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. #27 City Council Presentation Slides - Rise DCOA Funding

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with the Development Corporation of Abilene for Project Rise

Nov. 6, 2025





Agreement with DCOA – Project Rise

- On Sept. 30, 2025, the Development Corporation of Abilene (DCOA) Board approved Project Rise.
- The City of Abilene will manage the Agreement with Project Rise.
- The funds will be provided by the DCOA, as per the Agreement discussed in Executive Session.





**CITY COUNCIL
MEMORANDUM
11/6/2025**

TO: City Council
FROM: Emily Crawford, City Manager
ITEM: 28. Resolution: Receive a Report, Hold and Discussion and Public Hearing, and Take Action to Approve a Revenue Guarantee Agreement for Project Rise (*Emily Crawford*)

GENERAL INFORMATION

The Development Corporation of Abilene (DCOA) and City Staff have negotiated a revenue guarantee agreement with a company under Project Rise. The revenue guarantee reduces the financial risk of the company as it establishes services in the city and gains market share and increased revenue over the three-year period of the agreement. The intent of the agreement will be to make up a projected initial revenue shortfall compared to the operating expenses that are defined in the agreement. The agreement also stipulates the minimum services to be provided by the company.

The projected maximum annual payments for Project Rise are shown below. If revenue is higher than projected, the revenue guarantee actually paid would be less based on the formula in the agreement.

Year 1 - \$3,487,865; Year 2 - \$2,800,974; Year 3 - \$2,381,961

FUNDING/FISCAL IMPACT

The funding for the revenue guarantee will be provided by the Development Corporation of Abilene (DCOA).

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the agreement.

ATTACHMENTS:

1. #28 City Council Presentation Slides - Rise Agreement w City

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

Receive a Report, Hold and Discussion and Public Hearing, and Take Action to Approve a Revenue Guarantee Agreement for Project Rise

Nov. 6, 2025





Revenue Guarantee Agreement - Project Rise

- The Development Corporation of Abilene (DCOA) Board approved Project Rise.
- The City of Abilene will manage the Agreement with Project Rise, including all payments. The revenue guarantee funds will be provided by the DCOA.
- The City will pay the revenue guarantee as per the terms of the Agreement discussed in Executive Session.

