



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 20, 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 Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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

- Technical Sergeant Blake LiVigni
- Staff Sergeant Preson Cannedy

3. Introduction of New Deputy City Manager

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public

comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on November 6, 2025 and the Special Meeting Held on November 10, 2025 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Staff to Enter Into an AFA Agreement with Texas Department of Transportation (TxDOT) for the S. 7th & Barrow Signal Improvement Project **(Max Johnson)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve the Air Carrier Incentive Policy Revision **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the FY26 Airport Infrastructure Grant from the Federal Aviation Administration **(Don Green)**
8. **Resolution:** Receive a Report, Hold A discussion, and Take Action to Approve a Contract with Linbeck for Construction Manager At Risk Services for the Airport Terminal Expansion and Improvements Project **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with HR Green, Inc. to Conduct a Military Installation Resilience Study for Dyess Air Force Base **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action To Authorize an Agreement With MES for the Purchase of Wildland Firefighting Protective Gear for the Abilene Fire Department **(Cande Flores)**.
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services from Computer Task Group (CTG), Inc. to Provide for Requirements Definition and Selection Support of a Computer Aided Dispatch System Solution **(Troy Swanson)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into Economic Development Agreements with Bin Bros LLC for the Rebuild Abi Program **(Tim Littlejohn)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Troy Johnston Construction LLC for the Rebuild Abi Program **(Tim Littlejohn)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Chowning Realty LLC for the Rebuild Abi Program **(Tim Littlejohn)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Continued Growth LLC for the Rebuild Abi program**(Tim Littlejohn)**
16. **Ordinance (First Reading) CUP-2025-16:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Tattoo Parlor. Located at 202 Pine Street. **(Tim Littlejohn)**
17. **Ordinance (First Reading) HOZ-2025-01:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner's Agent to Apply Historic Overlay Zoning to

Approximately 0.42 Acres Zoned Heavy Commercial (HC). Located at 774 Butternut Street.
(Tim Littlejohn)

18. **Ordinance (First Reading) Z-2025-26:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 29.26 Acres from Agricultural Open (AO) to General Commercial (GC). Located at 4994x West Lake Road. **(Tim Littlejohn)**
19. **Ordinance (First Reading) Z-2025-39:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 9.44 Acres from General Retail (GR) to General Commercial (GC) Zoning. Located at 1204 Grape Street. **(Tim Littlejohn)**
20. **Ordinance (First Reading) Z-2025-40:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 Acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD) Zoning. Located at 5400 Ridgeline Drive. **(Tim Littlejohn)**
21. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on the Creation of the City of Abilene Reinvestment Zone No. RZ25-1 Being Approximately 614.91 Acres **(Emily Crawford)**
22. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Katie Gore as the Municipal Court Judge **(Stanley Smith)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

23. **Ordinance (Final Reading) OAM-2025-01:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
24. **Ordinance (Final Reading) Z-2025-41:** Receive a Report, Hold a Discussion and Public Hearing, 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)**

EXECUTIVE SESSION

25. **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. 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
19. Ishmael Jaimes v. City of Abilene; Civil Action No. 1:25-cv-00249-H; In the United States District Court, Northern District of Texas, Abilene Division; filed November 13, 2025

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Project Rainy Creek
2. Project Surf
3. Lancium Project

RECONVENE

REGULAR AGENDA

26. **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)**
27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a TIRZ #2 Incentive for Project Surf **(Emily Crawford)**
28. **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)**

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 14th day of November, 2025, at 1:10 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on November 6, 2025 and the Special Meeting Held on November 10, 2025 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on November 6, 2025, and the Special Meeting Held on November 10, 2025

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 11-10-2025 Minutes - Special
2. 11-06-2025 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 11/18/2025

CITY COUNCIL MEETING
November 10, 2025 at 8:00 a.m.

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

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

Councilmember Lynn Beard led the invocation, and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 8:31 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:

- 1.D.551.074 (Personnel Matters)
- 1. Municipal Court Judge Interviews

The Executive Session ended at 10:24 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

21. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action the Appointment of the Municipal Court Judge
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:49 a.m., and ended at 11:13 a.m. No votes or actions were taken at that time.

Mayor Hurt announced that the chosen candidate for the Municipal Court Judge position is Katie Gore.

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

Deputy Mayor Pro-tem Regan moved to approve the appointment of Katie Gore as Municipal Court Judge. Councilmember Beard seconded the motion; motion carried.

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 10:25 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
November 6, 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 November 6, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Shane Price led the invocation.

Asher Nieves, Oakley Little, and Tristan Murphrey, all from Hartford Learning Center led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-10. Item #4 was pulled for individual consideration.

Item(s) pulled for individual consideration:

- Item #4 – Councilmember Price

PUBLIC COMMENTS

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

- Eddie Pugh
- Rusty Towell
- Diane Bradley
- Tammy Fogle
- Joseph Scraggs

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

CONSENT AGENDA

Deputy Mayor Pro-tem Regan moved to approve the consent agenda, consisting of items 2-3, and 5-10. Councilmember Beard seconded the motion. Motion carried.

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

NAYS (0): None

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 23, 2025
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
[ASSIGNED RESOLUTION NO. 217-2025]

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
[ASSIGNED RESOLUTION NO. 219-2025]
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
[ASSIGNED RESOLUTION NO. 220-2025]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with BTISOFT, Inc. for the Purchase and Implementation of a Laboratory Information Management System (LIMS) for the Environmental Laboratory Division
[ASSIGNED RESOLUTION NO. 221-2025]
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
[ASSIGNED RESOLUTION NO. 222-2025]
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
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.

ITEMS PULLED FROM CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 218-2025]

Having pulled the item, Councilmember Price had questions on the quotes provided in the packet and if they will still be good after 30 days, since that is what is listed on them. Lesli Andrews, Director of Parks & Recreation, confirmed that the quote was updated and they will honor it through the end of November. Adoption of the item would purchase furniture and equipment for Cesar Chavez and GV Daniels Recreation Centers.

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

Councilmember Price moved to approve the item as presented. 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

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 223-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would approve a permit for drilling and operating an oil/gas well within the City Limits, for Teal Exploration, LLC, at property located southeast of Jolly Rogers Road and Caldwell Road.

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

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

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

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
[ASSIGNED ORDINANCE NO. 81-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would 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. George Williford from Hilltop Securities, presented the specific numbers for the refunding.

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

- Tammy Fogle

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

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

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

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
[ASSIGNED ORDINANCE NO. 82-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would 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 provided in part as an interest-free loan and principal forgiveness.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

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

[ASSIGNED RESOLUTION NO. 223-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would authorize the City to execute a principal forgiveness agreement with the Texas Water Development Board in the amount of \$426,735.

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

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

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

NAYS (0): None

15. 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.

[ASSIGNED ORDINANCE NO. 83-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) and Medium Density (MD) to Multi-Family (MF).

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

Councilmember Beard moved to approve the item as presented. Councilmember 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

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.
[ASSIGNED ORDINANCE NO. 84-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced location from RS-8/COR and AO/COR to GR/COR.

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

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

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
[ASSIGNED ORDINANCE NO. 85-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would amend PDD-136 at the above referenced location, to allow for the building to be used for commercial purposes, while requiring that its historic appearance remains visible from South First Street and Grape Street.

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

- William Minter, representative from Abilene Heritage Square

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

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

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

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.
[ASSIGNED ORDINANCE NO. 86-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced location from Agricultural Open Space (AO) to Heavy Commercial (HC).

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

- Tal Fillingham, agent

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

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

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

NAYS (0): None

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.
[ASSIGNED ORDINANCE NO. 87-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced location from Agricultural Open Space (AO) to Residential Single-Family (RS-6) and General Commercial (GC).

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

- Tal Fillingham, agent

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

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

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

NAYS (0): None

20. Ordinance (Final Reading) 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.
[ASSIGNED ORDINANCE NO. 88-2025]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced location from Heavy Industrial (HI) to Light Industrial (LI).

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:32 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:

- 21.D.551.074 (Personnel Matters)
 - 1. Municipal Court Judge Applicants
- 21.D.551.087 (Business Prospect/Economic Development)
 - 1. Project Surf
 - 2. Project Rise
 - 3. Lancium Project

The Executive Session ended at 10:28 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

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
[ASSIGNED RESOLUTION NO. 225-2025]

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

Board	Term End Date
<i>Neighborhood Services Advisory Board</i>	
Kenneth Bowles [Reappointment]	November 2027

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

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

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

NAYS (0): None

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
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a TIRZ #2 Incentive for Project Surf
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

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
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

Councilmember Beard had a conflict of interest on items 26, 27 & 28 and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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
[ASSIGNED RESOLUTION NO. 229-2025]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would amend the annual budget for the Development Corporation of Abilene and approve the incentive for Project Rise.

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

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

AYES (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

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
[ASSIGNED RESOLUTION NO. 230-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would approve a revenue guarantee incentive reimbursement agreement with the Development Corporation of Abilene for Project Rise.

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

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

AYES (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

28. Resolution: Receive a Report, Hold and Discussion and Public Hearing, and Take Action to Approve a Revenue Guarantee Agreement for Project Rise
[ASSIGNED RESOLUTION NO. 231-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would authorize the City Manager to execute a transportation services agreement for Project Rise, which is with Skywest Airlines, Inc. Dan Belmont from Skywest Airlines also spoke about the partnership and their excitement to add these services.

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

- Tammy Fogle

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

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

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

NAYS (0): None

ABSTAIN (1): Councilmember Beard

ADJOURNMENT

There being no further business, the meeting adjourned at 10:48 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Staff to Enter Into an AFA Agreement with Texas Department of Transportation (TxDOT) for the S. 7th & Barrow Signal Improvement Project (Max Johnson)

GENERAL INFORMATION

This agenda item allows the City of Abilene to enter into an Advance Funding Agreement (AFA) for the S. 7th & Barrow Signal Improvement Project, which includes traffic signal improvements and supporting infrastructure. The AFA allows for the construction of the traffic signal upgrades with minimal cost to the City of Abilene. The City's contribution to the construction project would be limited to engineering design services (obtained in a previously executed contract), direct state costs, and any project overruns. The maximum obligated amount for construction funding for this project has been set at \$221,349.00 which would be covered entirely by this grant.

FUNDING/FISCAL IMPACT

The City's contribution to this project is estimated to be \$3,432 plus project overruns, if any.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of this item in order to proceed with the Advance Funding Agreement.

ATTACHMENTS:

1. S. 7th & Barrow HSIP resolution - 11-11-2025
2. PROJECT LOCATION MAP
3. S. 7th & Barrow AFA Presentation 11-11-2025

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND THE CITY OF ABILENE TO PARTICIPATE IN THE INSTALLATION OF TRAFFIC SIGNAL IMPROVEMENTS AT S. 7TH AND BARROW THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) ADMINISTERED BY TxDOT.

WHEREAS, the HSIP is administered by TxDOT to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both on-system and off-system roads.; and

WHEREAS, a project to install traffic signal improvements is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116752. Dated August 22, 2024; and

WHEREAS, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

WHEREAS, the estimated local match fund participation requirement on the approved HSIP project is \$0. However, the City of Abilene will still be responsible for design of the project, an administration fee to TxDOT of \$3,432, and any overages that may occur on the project.

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

PART 1: That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to contribute funds for the above referenced project, referenced by the date of November 20, 2025.

PART 2: That the sum of Three Thousand-Four Hundred-Thirty-Two Dollars and Zero Cents (\$3,432.00), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

ADOPTED: this 20th day of November, 2025.

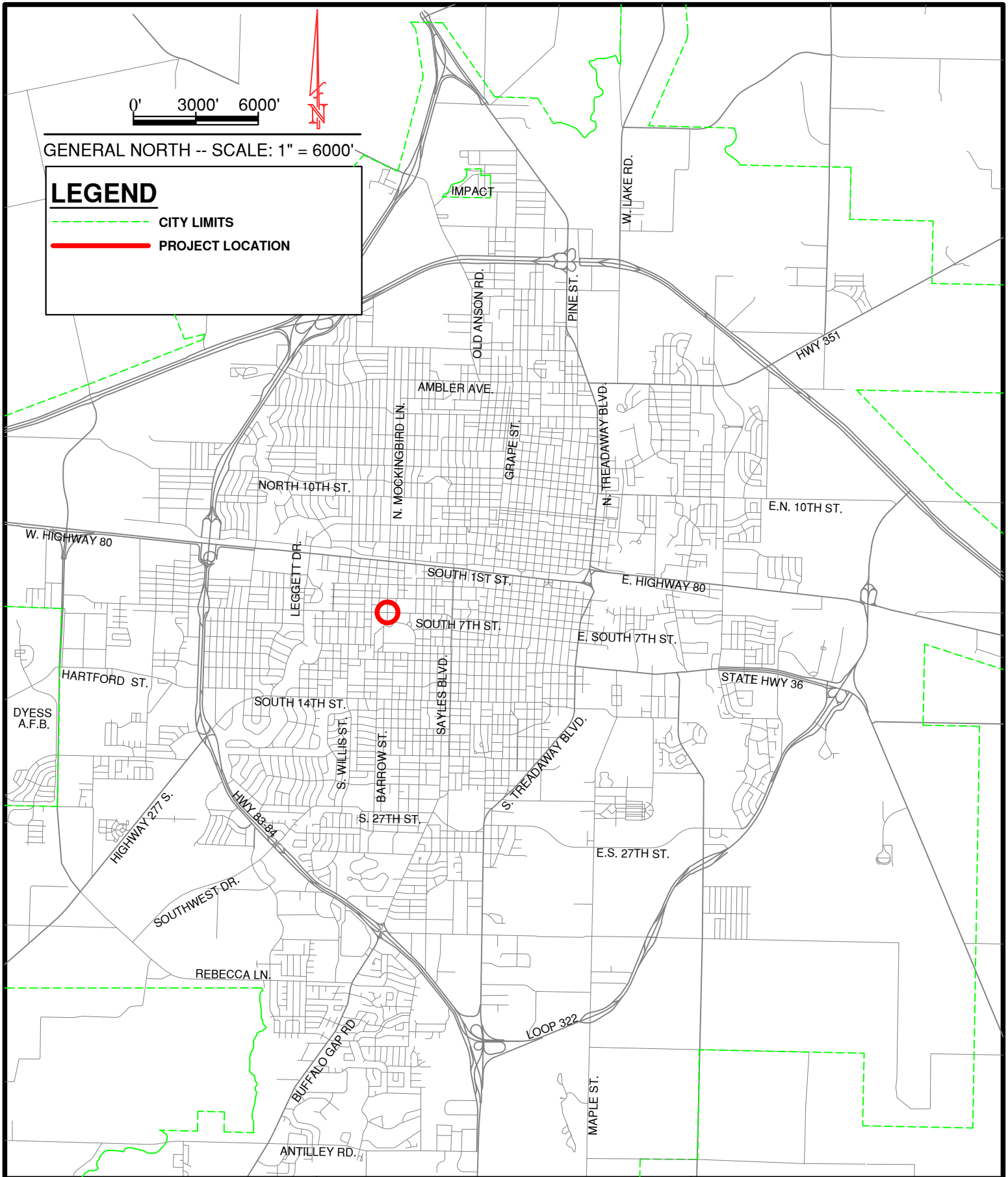
ATTEST:

Shawna Atkins, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

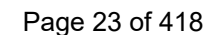


Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	S. 7TH & BARROW SIGNAL IMPROVEMENTS CSJ# 0908-33-116 PROJECT	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: NOV. 2025
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AFA Agreement with TxDOT for S. 7th & Barrow Signal Improvement Project CSJ# 0908-33-116

(Max Johnson)







AFA Agreement with TxDOT for S. 7th & Barrow Signal Improvement Project - CSJ# 0908-33-116

- Agreement between the City of Abilene and the Texas Department of Transportation (TxDOT) consists of improvement of traffic signals at the intersection of S. 7th & Barrow St.
- This agenda item is a commitment by the City of Abilene to enter into an Advance Funding Agreement (AFA) with TxDOT.
- The AFA agreement allows for improvement of traffic signal facilities at minimal cost to the City of Abilene. The City's contribution is limited to engineering (design) costs, direct state costs, and any construction overruns that may be incurred.





Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Air Carrier Incentive Policy Revision (*Don Green*)

GENERAL INFORMATION

It is common practice for airports to have a range of incentives to offer an airline to help offset the initial startup of new air service, larger aircraft, or some other substantial improvement in air service for the market. City Council approved a resolution adopting the Air Service Development Incentive Policy on February 10, 2006. Incentives from this policy can be used at the city's discretion up to the limits placed by the Federal Aviation Administration (FAA). The FAA revised its policy guidelines in December 2023. The most impactful change to FAA guidance now allows Airport staff to act in an advisory capacity to other local entities who may enter into a financial agreement with an airline to bring new service to Abilene Regional Airport. The incentives of this policy are not currently being considered to be applied to the SkyWest service agreement or lease.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation at its November 12, 2025 meeting.

ATTACHMENTS:

1. Resolution - Air Carrier Incentives Policy Revision (11-20-25)
2. Air Carrier Incentive Program Revision Presentation (11-20-25)

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING AN AIR CARRIER INCENTIVE POLICY REVISION**

WHEREAS, the City of Abilene ("City") owns and operates the Abilene Regional Airport ("Airport") and considers it and the air service it facilitates to serve the West Central Texas Region to be vital to the economic growth, well-being, and quality of life of the City and Region; and

WHEREAS, the City competes with other cities and Federal programs to attract air service to serve its market; and

WHEREAS, under the Air Carrier Incentive Program (ACIP) Policy revised by the Federal Aviation Administration (FAA) on December 7, 2023, the City can offer economic incentives to an airline on a nondiscriminatory basis for a promotional period.

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

1. Air Carrier Incentives shall mean (a) the waiver of any rate or charge including, but not limited to landing fees, leased space rental, fuel flowage fees, or other such operating charges directly charged by Abilene Regional Airport; (b) a marketing, advertising, and/or public relations campaign promoting the use of air service at Abilene Regional Airport through appropriate media distribution methods, including any form of advertising, web sites, social media, and public events.
2. Incentives may be offered to any airline offering the following qualifying service:
 - A. New daily scheduled non-stop service in jet aircraft with no fewer than 45 passenger seats to a new destination, including Houston Hobby and Houston George Bush Intercontinental Airports in Houston, Texas, and Denver International Airport in Denver, Colorado, not currently available from Abilene Regional Airport.
 - B. Other airports identified as a service need by Airport staff.
3. Incentives may be offered for a promotional period not exceeding twenty-four (24) months unless the City determines a longer period is necessary to compete with other airports and the FAA determines that a period more than twenty-four months (24) qualifies as a promotional period.
4. Incentives may be offered in differing forms and amounts based on the destination, and/or frequency of service.
5. Incentives shall be offered on a nondiscriminatory basis to all airlines taking into consideration all the relevant factors stated above. A waiver of any rate or charge shall apply only for the individual flights which provide the qualifying service defined in Paragraph 2 above.

6. Incentives other than a waiver of any rate or charge, such as marketing, advertising and/or public relations support, shall be instituted in a manner that, in addition to promoting the new service and/or airline, shall also promote the Airport.
7. In addition, the City may advocate and apply for the operational subsidy, revenue guarantee or other financial assistance from other entities which may be available to an airline to achieve the purposes of this policy.
8. Airport staff may provide consultation to the city and non-airport entities regarding new air carrier service, including financial subsidy and guarantee agreement structures, air service market data, airline negotiations, and airline and market performance.
9. The waiver of any air carrier rates and charges shall be included in the Airport's Lease and Operating Agreement with that air carrier and approved by City Council.
10. This Resolution supersedes and replaces the Air Service Development Incentive Policy adopted by City Council on February 10, 2006.

ADOPTED THIS 20th DAY OF NOVEMBER 2025.

ATTEST:

APPROVED:

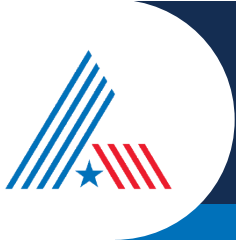
Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

Stanley Smith, City Attorney

City Council Meeting





Air Carrier Incentive Policy Revision

- It is common practice for airports to have a range of incentives to offer an airline to help offset the initial startup of new air service, larger aircraft, or some other substantial improvement in air service for the market.
- City Council approved a resolution adopting the Air Service Development Incentive Policy on February 10, 2006. Incentives from this policy can be used at the city's discretion up to the limits placed by the Federal Aviation Administration (FAA).





- The FAA revised its policy guidelines in December 2023.
- The most impactful change to FAA guidance now allows Airport staff to act in an advisory capacity to other local entities who may enter into a financial agreement with an airline to bring new service to Abilene Regional Airport.



Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Don Green, Director

ITEM: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the FY26 Airport Infrastructure Grant from the Federal Aviation Administration (*Don Green*)

GENERAL INFORMATION

Under the Infrastructure Investment and Jobs Act, Congress created the Airport Infrastructure Grant (AIG). The grant amount is determined by the Federal Aviation Administration based on passenger boardings at an airport. This is the final year of this grant program.

The grant only funds capital improvement projects and will be used to fund the Construction Manager At Risk Contract, a direct phone line transition to fiber, and other programming and construction costs of the Terminal Improvements and Expansion Project.

The grant is for \$3,856,870.00.

FUNDING/FISCAL IMPACT

This grant requires a five (5%) percent local match of \$214,271.00 which will come from the remaining 2015 General Obligation Bond Proposition 9 funds.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation at its November 12, 2025 meeting.

ATTACHMENTS:

1. AIG FY26 Grant Resolution 11-20-25
2. FY26 AIG Grant Offer Presentation (11-20-25)

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 ACCEPTANCE OF THE FY26
AIRPORT INFRASTRUCTURE GRANT OFFERED BY THE FEDERAL AVIATION
ADMINISTRATION.**

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

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

WHEREAS, under the Infrastructure Investment and Jobs Act, Congress directed FAA to distribute five annual grants to airports to address capital project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Infrastructure Grant (AIG); and

WHEREAS, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2026 grant funding to make improvements to the direct phone to the Air Traffic Control Tower, and addition planning, programming and construction costs of the Airport Terminal Expansion and Improvements Project; and

WHEREAS, the FY26 Airport Infrastructure Grant will pay 95% of eligible costs and the City will provide a 5% match from remaining 2015 General Obligation Bond Proposition 9 funds; and

WHEREAS, FAA offers to the City of Abilene a FY26 Airport Infrastructure Grant in the amount not to exceed \$3,856,870.00.

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

That the City Manager is authorized to execute the FY26 Airport Infrastructure Grant Offer not to exceed \$3,856,870.00 from FAA, which requires a 5% local match of up to \$214,271.00, for improvements at Abilene Regional Airport.

ADOPTED this 20th day of November 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting





Airport Infrastructure Grant FY26 Award

- Under the Bipartisan Infrastructure Law, Congress directed FAA to distribute five annual grants to airports to address capital project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Infrastructure Grant (AIG).
- The FY26 grant is in the amount of \$3,856,870.00 and will fund 95% of the cost of the airport's capital improvement projects, anticipated to be improvements to the direct phone line to the Air Traffic Control Tower, and additional planning, programming and construction costs for the Airport Terminal Improvements and Expansion.







**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Don Green, Director

ITEM: 8. Resolution: Receive a Report, Hold A discussion, and Take Action to Approve a Contract with Linbeck for Construction Manager At Risk Services for the Airport Terminal Expansion and Improvements Project (*Don Green*)

GENERAL INFORMATION

The city conducted a Request for Proposals (CB-2563) for Construction Manager At Risk Services for the Airport Terminal Expansion and Improvements Project. The city received six proposals and selected two companies for interviews. Staff selected Linbeck to recommend for contract award.

Linbeck is a qualified company that meets the requirements of the Scope of Work with a combination of employees and subcontractors. Linbeck is familiar with Abilene, having performed and is performing large construction projects in Abilene, and has Abilene-based staff.

FUNDING/FISCAL IMPACT

Linbeck proposed a \$90,000.00 fee for Preconstruction Phase Services, and a 3.25% Construction Phase Services Fee. The fees will be covered by funding for the Terminal Project.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation to contract with Linbeck at its November 12, 2025 meeting.

ATTACHMENTS:

1. Linbeck CMAR Contract Resolution 11-20-25 (1)
2. Airport CMAR Rating Sheet (CB-2563)
3. Presentation-CMAR - Linbeck (11-20-25)

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 A CONSTRUCTION MANAGER AT
RISK CONTRACT WITH LINBECK**

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

WHEREAS, the City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method to assist with designing and construction of expansion and improvements to the Airport Terminal Building; and

WHEREAS, the City conducted a Request for Proposals (CB-2563) for a CMAR and six proposals were received; and

WHEREAS, City staff interviewed the two highest ranked companies and selected Linbeck to award the contract; and

WHEREAS, Linbeck will charge \$90,000.00 for Pre-Construction Phase Services, and will charge a 3.25% Construction Phase Services Fee.

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation on November 12, 2025.

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

1. That the City Manager is authorized to negotiate and execute an Agreement with Linbeck for CMAR for the Airport Terminal Expansion and Improvements Project.
2. That Linbeck will charge \$90,000.00 for Pre-construction Phase Services, and will charge a 3.25% Construction Phase Services Fee.
3. That this resolution is effective immediately upon approval.

ADOPTED this 20th day of November 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City of Aiblene - Abilene Airport CMAR CB-2563							
21-Oct-25		Linbeck	Northridge Construction Group	HOAR Construction	Sedalco	Cerris Builders, Inc.	Teinert Construction
Proposer Profile	Pass/Fail	pass	pass	pass	pass	pass	pass
Experience - Relevant Project Experience with Proposed Team Members	30%	24.3	12.1	21.8	16.7	15.1	15.4
Project Approach	40%	36.6	25.4	33	27.2	27.4	28.2
Fee and Rate Proposal	30%	20.6	10.7	25.3	14.8	19.8	27
	100%	81.5	48.2	80.1	58.7	62.3	70.6
Companies selected to Interview							
Linbeck							
Hoar							

Award of Construction Manager At-Risk (CMAR) Services to Linbeck for the Airport Terminal Expansion and Improvement Project





Award of Construction Manager At-Risk (CMAR) Services to Linbeck for the Airport Terminal Expansion and Improvement Project

- The City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method to assist with designing and construction of expansion and improvements to the Airport Terminal Building.
- The City conducted a Request for Proposals (CB-2563) for a CMAR; six proposals were received.
- City staff interviewed the two highest ranked companies and selected Linbeck to award the contract.







Award of Construction Manager At-Risk (CMAR) Services to Linbeck for the Airport Terminal Expansion and Improvement Project

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Don Green, Director

ITEM: 9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with HR Green, Inc. to Conduct a Military Installation Resilience Study for Dyess Air Force Base (*Don Green*)

GENERAL INFORMATION

The City conducted a Request For Proposal (CB-2605) for a consultant to conduct a Military Installation Resilience (MIR) Study for Dyess AFB. A MIR Study looks at the base's vulnerabilities to disruptions caused by utility outages, weather, and other incidents that could impact the base's normal operations. The study will involve Dyess personnel and local stakeholders, such as utility companies, Military Affairs Committee representatives, and City of Abilene.

HR Green was the only company to submit a proposal. Staff has reviewed the proposal and found that HR Green meets the requirements of the RFP. HR Green proposed a fee of \$480,474.00, which is below what was budgeted for this service.

FUNDING/FISCAL IMPACT

The MIR Study is funded by a grant from the Department of War's Office of Local Defense Community Cooperation, which was approved by Council on August 28, 2025 through Resolution 169-2025. The grant is in the amount of \$452,000.00. Additionally, the Development Corporation of Abilene has agreed to provide a 10% grant match of up to \$50,000.00.

STAFF AND/OR BOARD RECOMMENDATION

Staff has reviewed the proposal and recommends the award to HR Green, Inc.

ATTACHMENTS:

1. HR Green MIR Study Contract Resolution 11-20-25
2. MIR Consultant Award Presentation (11-20-25)

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING
A CONTRACT TO HR GREEN, INC. FOR A MILITARY INSTALLATION READINESS
STUDY**

WHEREAS, the City of Abilene (City) has a vested interest in supporting the missions of Dyess Air Force Base and its co-existence with the City and surrounding jurisdictions and communities; and

WHEREAS, the City has a grant from the Department of War for a Military Installation Readiness (MIR) Study for the purpose of identifying natural, weather-related, and utilities-related disruptions that could impact the missions of Dyess Air Force Base, and recommend actions to minimize such threats; and

WHEREAS, the city conducted a Request for Proposals (CB-2605) to select a qualified consultant to lead this project; and

WHEREAS, HR Green, Inc. submitted the sole proposal and is a firm qualified to conduct the study; and

WHEREAS, HR Green, Inc. will be contracted for the amount of \$480,474.00, which is covered by the grant and funds from the Development Corporation of Abilene.

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

1. That the City Manager is authorized to enter a contract with HR Green, Inc. in the amount of \$480,474.00.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 20th Day of November 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting





Dyess AFB Military Installation Resiliency Study Consultant Contract Award

- The City of Abilene was awarded a Military Installation Resilience (MIR) Grant from the U.S. Department of War to study the impacts of various natural (weather-related) and other sources of threats to Dyess Air Force Base's ability to conduct its missions.





- The city conducted a Request for Proposals (CB-2605) for a consultant to lead the MIR Study, provide technical assistance and deliverables regarding a threat and vulnerability assessment, identify critical installation-supporting community infrastructure and essential services, assist with holding stakeholder engagement/workshops, and developing geospatial mapping and geodata services, and strategies to address issues.
- HR Green, Inc. submitted the only proposal and is qualified to perform this role.



- The contract cost will be a not-to-exceed cost of \$480,474.00.
- The project is estimated to be complete in April 2027.

Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Cande Flores, Fire Chief

ITEM: 10. Resolution: Receive a Report, Hold a Discussion and Take Action To Authorize an Agreement With MES for the Purchase of Wildland Firefighting Protective Gear for the Abilene Fire Department (Cande Flores).

GENERAL INFORMATION

The Abilene Fire Department (AFD) operates a personal protective equipment (PPE) program that provides and maintains wildland firefighting gear for all AFD firefighters. Wildland gear includes firefighting coats, pants, gloves, helmets, boots, and any other accessories required for firefighters to engage in wildland firefighting and rescue operations.

All wildland protective gear must comply with NFPA 1977 – Standard on Protective Clothing and Equipment for Wildland Fire Fighting.

MES is an approved vendor with the City of Abilene and an approved distributor for Veridian protective gear. Wildland firefighting gear is fitted and custom made for each Abilene firefighter. This ensures a proper fit which provides the utmost protection within a hazardous environment.

FUNDING/FISCAL IMPACT

Quote # QT1989850 is for \$143,960.00.

Total funding will come from the AFD FY26 budget for Protective Equipment.

This quote includes Buy Board Pricing, which ensures best pricing.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to execute an agreement with MES for the purchase of wildland firefighting protective gear for the Abilene Fire Department.

ATTACHMENTS:

1. Resolution - MES Firefighting Gear
2. Abilene FD Veridian Wildland-Tech Rescue Gear Quote (Sourcewell Contract)
3. 2025 MES Purchase Presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MES FOR THE PURCHASE OF WILDLAND FIREFIGHTING PROTECTIVE GEAR FOR THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department (AFD) utilizes wildland firefighting protective gear for both wildland fires and rescue incidents for the health and safety of AFD personnel; and

WHEREAS, MES is an approved vendor for the City of Abilene and is an approved distributor for Veridian Protective Gear; and

WHEREAS, the AFD replaces wildland firefighting gear on an annual and as needed basis each year; and

WHEREAS, \$143,960.00 will be funded through the AFD Protective Equipment budget for Fiscal Year 2026.

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

Part 1: The City Manager is hereby authorized to execute an Agreement with MES for the purchase of wildland firefighting protective gear.

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

ADOPTED and approved by the City Council on the 20th of November, 2025.

ATTEST:

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

APPROVED:

Stanley Smith
City Attorney



(877) 637-3473

Quote

Quote # QT1989850
Date 10/08/2025
Expires 12/01/2025
Sales Rep Herron, Jason R
Shipping Method FedEx Ground
Customer ABILENE, CITY OF (TX)
Customer # C41636

Bill To

Accounts Payable
ABILENE, CITY OF
P.O. Box 60
Abilene TX 79604
United States

Ship To

ATTN: Chief Michael Burden
ABILENE, CITY OF
Fire -Station #1
250 Grape Street
Abilene TX 79601
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
CUSTOM TECH RESCUE COAT	CTRU-D34-000-92- TBT		CTRU-D34-000-92-TBT CUSTOM TECH RESCUE COAT Sigma, Tan, Reflexite Trim & Lettering - Abilene Spec	122	\$595.00	\$72,590.00
CUSTOM TECH RESCUE PANT	TTRU-D34-000-91- TBT		TTRU-D34-000-91-TBT CUSTOM TECH RESCUE PANT Sigma, Tan, Reflexite Trim, With Suspenders - Abilene Spec	122	\$585.00	\$71,370.00

Chief Michael Burden 325-668-4293

City of Abilene Member ID: 101784
Sourcewell Contract ID: 010424-MES

Contact: C41636 ABILENE, CITY OF (TX) : Michael Burden (325) 437-4540

Subtotal	\$143,960.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$143,960.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1989850

MES Purchase

ABILENE FIRE DEPARTMENT

November 2025





Wildland Protective Equipment Purchase

- Includes:
 - Wildland Helmet
 - Protective Coat
 - Protective Pants
 - Protective Gloves
 - Boots
- All AFD Wildland Gear must meet:
 - NFPA 1977 – Standard on Protective Clothing and Equipment for Wildland Fire Fighting





MES Purchase

- Veridian Wildland Gear
 - Dual-certified for Wildland and Rescue Operations
 - Highly reflective for roadway safety
 - Reinforced knee and elbow pads
- 2025 Purchase
 - Purchase is only for:
 - Wildland Coat
 - Wildland Pants
 - Current boots, helmets, and gloves are still serviceable

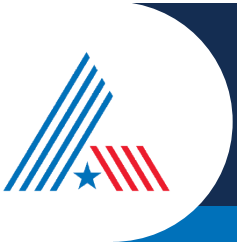




Purchase Details

- Total purchase cost of \$143,960.00
 - Quote # QT1989850
 - 122 wildland firefighting coats
 - 122 wildland firefighting pants
 - Shipping is free
- Funds will come from the AFD FY2026 Protective Equipment Budget
- Buy Board Pricing has been utilized





QUESTIONS?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director

ITEM: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services from Computer Task Group (CTG), Inc. to Provide for Requirements Definition and Selection Support of a Computer Aided Dispatch System Solution (Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department requires professional services to provide for requirements definition and selection support of a Computer Aided Dispatch (CAD) system solution from Computer Task Group (CTG), Inc. These services will develop and document CAD system requirements, assess those and their priority, develop a request for proposal, and assist in the administration of the selection and evaluation process. These services will be acquired via the Texas DIR-CPO-5587 contract in the not-to-exceed amount of \$225,800.

While there is a cost to this process, the City does not currently have the internal resources to manage an effort to the degree necessary to ensure success. This is likely a \$2 -3 million total project cost (TPC) when including internal labor. This project also has a significant risk of failure due to the complexity, multiple products, multiple differing stakeholders (inside and outside), and multiple integration points with other agencies and entities. All of which would have to be taken into consideration when selecting vendor(s).

This contract will provide a targeted, streamlined solution that fits the City's needs. This will be a standard practiced methodology, contributing to a more efficient and effective process. In addition, this is a time and materials contract of as-needed-services. This particular vendor tends to perform well and tends to come under budget for well managed efforts. Specifically, on this contract we have negotiated the full potential services required but will be managed to deliver and invoice only that required.

These services will be delivered in a series of project deliverables. Each is built on the success of its predecessor and serves the objective to ensure the City has a quality understanding of our requirements, an ability to express and represent them to the proposers and leverage them in the selection and further on into implementation. During this process we will want to have the vendor's assistance to manage a change control process to those requirements to ensure if we propose a change, how that may affect all the other requirements. This methodology manages that complexity and processes to ensure our success. In addition, these same requirements would be used to manage the user acceptance testing and the final acceptance/completion of the system delivered by the solution vendor.

This is likely a seven-figure professional service and solution implementation project between \$1 and \$2 million not inclusive of internal labor. Elements of that cost would be initial acquisition costs, first year subscription fees, and professional services to configure, provide reporting, and integrate the products with internal systems and outside agencies and entities.

The typical cost of project management during the implementation for this size of project is around 10-20% depending on what we ask of the vendor. These initial professional services for the acquisition phase are usually around 10% of the forecasted size

of the project (TPC \$2 - \$3M) as a factor of the complexity, multiple products/vendors, multiple unique stakeholders, and skills/abilities/resource availability of inside city employees. This project, unlike many, has high risk factors in almost all dimensions and will require more than average outside services to ensure our success.

The City has negotiated with the vendor who has agreed if the City provides inside resources to perform some of the functions required, the City would require less of the vendor's services and would negotiate that appropriate balance in professional services which in return would result in lessor billed hours by the vendor. These contract administration mechanics would be provided for in the as-needed-services contract and the use of notice-to-proceed agreements on assigned phased statement of work assignments.

The CAD system replacement is not related to the cyber event that occurred in April.

FUNDING/FISCAL IMPACT

This effort will be used to ultimately solicit proposals for a CAD system solution. The Information Technology and Abilene Police Departments have the 2026 funds budgeted for these services.

STAFF AND/OR BOARD RECOMMENDATION

This will be a standard technology professional services contract with the attached statement of work. The IT Department recommends approval of this acquisition of services.

ATTACHMENTS:

1. CoA Council - Resolution - CAD Replacement Phase 1 - CTG
2. ProfessionalServicesContract(Other)-CTG Professional Services - CAD Solution
3. CTG Proposal Prepared for City of Abilene - JTS for CAD System Selection updated 11-4-2025 (2)
4. 20251120 - City Council - Presentation - CAD Replacement Phase 1 - CTG

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 11/18/2025

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES FROM COMPUTER TASK GROUP (CTG), INC. TO PROVIDE FOR REQUIREMENTS DEFINITION AND SELECTION SUPPORT OF A COMPUTER AIDED DISPATCH SYSTEM SOLUTION.

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services to develop and document Computer Aided Dispatch (CAD) system requirements, assess those and their priority, develop a request for proposal, and assist in the administration of the selection and evaluation process; and

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

WHEREAS, those services will provide for the selection and award of a contract for the CAD system solution; and

WHEREAS, this will be accomplished in the not-to-exceed amount of \$225,800; and

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

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

Part 1: That the City Council approves the acquisition of professional services from CTG, Inc. for a not-to-exceed amount of \$225,800 in fiscal year 2026

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

ADOPTED this 20th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 20th day of November, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Computer Task Group, Inc. (CTG) ("Professional").

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

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

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

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

I. TERM

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

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___ 6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

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

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

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

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

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Emily Crawford

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL


By: Graham Beachum

Title: Senior Client Partner

Address: 300 Corporate Parkway, Suite
214N, Amherst, NY 14226

Phone Number: (432) 664-5164

Federal Tax ID#: 16-09126328

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Statement of Work – Support Selection of a Computer Aided Dispatch (CAD) Solution, November 4, 2025.

The project will include documenting business and technical requirements, facilitation of an assessment of solution alternatives, and delivery of a recommendation based on market analysis and stakeholder evaluation results that meet and support the City's dispatch needs.

Utilizing CTG's JTS methodology and leveraging an anticipated team of consultant resources, we will provide and document the following core project activities:

- Requirements Gathering
- Market Research
- Coordination of Vendor Demonstrations
- Evaluation Criteria
- Scoring Matrix
- Stakeholder Interviews
- Alternatives Analysis
- Market Review Results
- Recommended Solution
- Draft CAD System RFP (following the City's guidelines and templates)
- Initial RFP Response Review and Scoring of Candidate Vendors
- Second-Round RFP Submission and Review of Finalist Vendors
- Final Vendor Selection
- Contract Negotiations

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour, or per the attached schedule, not to exceed \$225,800.00.

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

OPTION 2

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

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

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

OPTION 3

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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.

Prepared for

City of Abilene

Proposal to Support Selection of a Computer Aided Dispatch (CAD) Solution

November 4, 2025

CTG

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Amherst, NY 14226
Phone: +1 716 882 8000
Fax: +1 716 887 7464
www.ctg.com

Table of Contents

1. Our Understanding	3
2. Approach	3
3. CTG's Joint Technology Selection Methodology.....	4
4. Scope of Work.....	5
5. Project Deliverables	5
6. Estimated Project Timeline	8
7. Estimated Professional Fees	9

1. Our Understanding

The City of Abilene (City) has expressed a clear and critical need to evaluate and select a modern, integrated Computer-Aided Dispatch (CAD) system to support its public safety and emergency response operations. This initiative represents a major investment in the City's ability to enhance operational coordination, improve response times, and ensure the safety and well-being of the community it serves.

The selection of a citywide dispatch solution is inherently complex, not only due to a robust and diverse set of CAD solutions — ranging from major national vendors to regional providers and specialty platforms — but also involving a diverse array of departments, operational requirements, and stakeholder perspectives within the City. Key participants in this process include the Police Department, Fire Department, Emergency Medical Services, and various supporting departments and agencies whose systems, workflows, and information needs must be carefully aligned. Each entity brings its own mission priorities, legacy systems, and operational nuances, making the evaluation process both technically and organizationally intricate.

CTG fully recognizes the significance of this project and the City's desire for a solution that not only meets today's operational needs but is scalable for future growth and technological evolution. With our proprietary Joint Technology Selection (JTS) methodology — refined through extensive experience assisting government agencies with enterprise system procurements — we are confident in our ability to guide the City through a rigorous, transparent, and data-driven evaluation process.

It is with great pleasure that CTG submits this proposal to assist the City in assessing CAD solution candidates and providing a comprehensive, objective recommendation that reflects the collective needs and priorities of all stakeholders involved.

2. Approach

The project will include the following steps:

- Completing business and technical requirements
- Facilitating the assessment of solution alternatives
- Developing a recommendation based on a market analysis and providing stakeholder-driven results that meet and support the City's dispatch needs

Gate Check Requirement Process

To promote transparency, accountability, and alignment throughout the project, a formal "Gate Check" acceptance process will be followed. At each major project milestone — such as finalizing requirements, selecting second-round RFP candidates, and approval final vendor recommendations — all designated stakeholder groups must formally review, acknowledge, and approve progression to the next phase ("gate") of the process. Each Gate Check will include documentation of decisions, confirmation of consensus among responsible parties, and sign-off by authorized representatives. This approach ensures that all stakeholders remain informed, aligned, and mutually committed to each stage of the procurement lifecycle.

Change Management for Requirements Definition

Change management will be embedded throughout the requirements capture and validation process to ensure that all modifications to solution requirements are properly evaluated, documented, and approved. A formal Requirements Change Control Process will be established to manage updates resulting from new stakeholder input, policy changes, or technical requirements/constraints. This structured approach ensures that the solution requirements remain accurate, traceable, and aligned with the City's business objectives while minimizing scope creep and maintaining project control. To achieve this, each proposed change will be:

- Logged and tracked in a centralized change register
- Assessed for its impact on scope, schedule, cost, and compliance

- Reviewed and approved by the designated governance body or steering committee
- Communicated to all relevant stakeholders to maintain transparency and alignment

Technology Selection Methodology

CTG will use our JTS methodology to execute this project; this methodology is described in the next section.

3. CTG's Joint Technology Selection Methodology

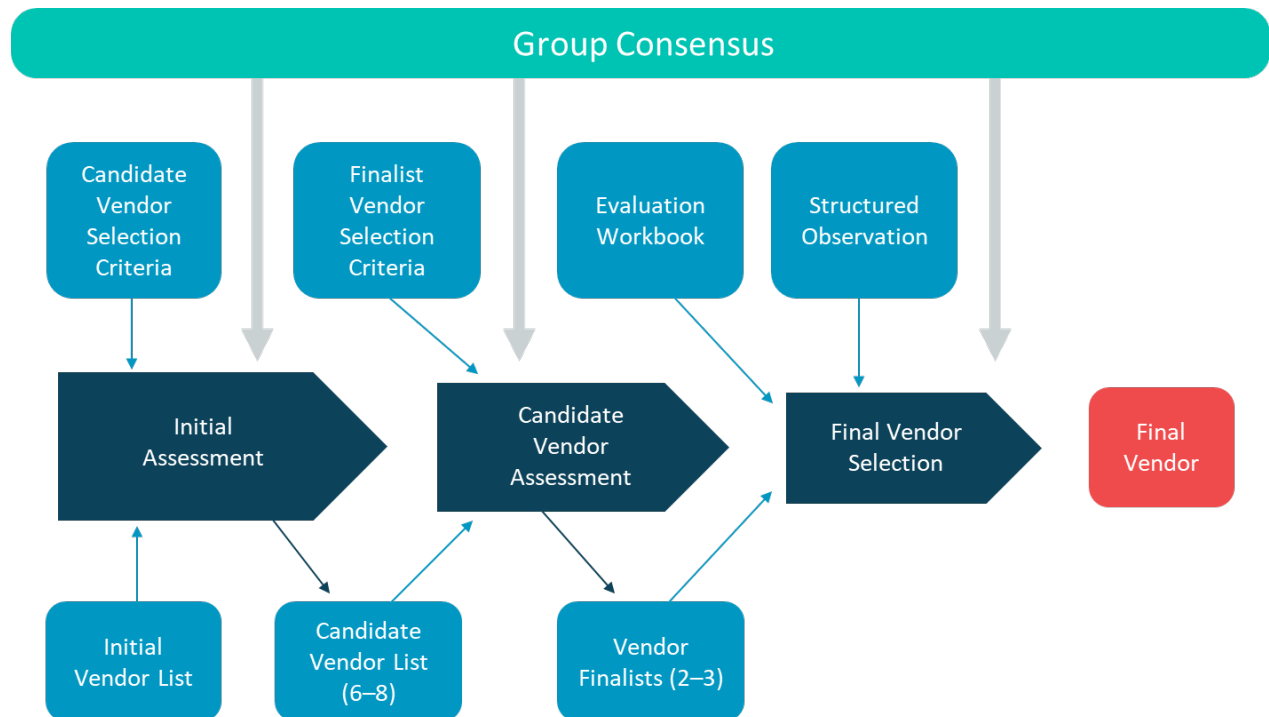
CTG's JTS methodology is a structured, accelerated decision-making approach designed to systematically build a group consensus on the choice of new technology investments. Group consensus throughout the selection process helps ensure active support and benefit accrual during subsequent implementation. The philosophy behind JTS rests on the following core principles:

- Objectively facilitated, structured, accelerated, group decision-making
- End user involvement throughout the selection process to promote buy-in
- Solution evaluation effort focused carefully for efficiency and speed
- Risk reduction through observation and validation of critical business capabilities

Throughout this methodology, the subtleties of successfully executing activities are included in the activity descriptions. In general, the JTS process narrows the list of vendors as follows:

- Potential vendors (8–20)
- Candidate vendors (6–8)
- Finalist vendors (2, sometimes 3)
- Selected vendor (1)

The JTS methodology is depicted in the diagram below:



4. Scope of Work

The project will include documenting business and technical requirements, facilitation of an assessment of solution alternatives, and delivery of a recommendation based on market analysis and stakeholder evaluation results that meet and support the City's dispatch needs.

Utilizing CTG's JTS methodology and leveraging an anticipated team of consultant resources, we will provide and document the following core project activities:

- Requirements Gathering
- Market Research
- Coordination of Vendor Demonstrations
- Evaluation Criteria
- Scoring Matrix
- Stakeholder Interviews
- Alternatives Analysis
- Market Review Results
- Recommended Solution
- Draft CAD System RFP (following the City's guidelines and templates)
- Initial RFP Response Review and Scoring of Candidate Vendors
- Second-Round RFP Submission and Review of Finalist Vendors
- Final Vendor Selection
- Contract Negotiations

5. Project Deliverables

The following is a sample list of the deliverables to be provided to the City in conjunction with the execution of this proposal:

Deliverables	Deliverable Descriptions
Candidate Vendor Assessment Report	The Candidate Vendor Assessment Report summarizes the results for the 6–8 candidate vendors. The report includes the following sections: • Summary of vendor responses to a Vendor Packet • List of references supplied by vendors • Reference check results • Financial analysis results for each vendor. • Appendices: – Actual vendor responses to the Vendor Packet – Background information
Candidate Vendor List	The candidate vendor list is a summary of the 6–8 candidate vendors with a profile summary of each. These will be selected from the vendors documented in the initial vendor list. This summary also includes a description of the process used to eliminate vendors from the initial vendor list and develop this list of 6–8 remaining candidate vendors.

Deliverables	Deliverable Descriptions
Candidate Vendor Selection Criteria	The Candidate Vendor Selection Criteria consists of high-level requirements in the following areas: • Application/functional criteria • Technical criteria • Vendor profile criteria • Requirements aligned with business drivers (OCM) These criteria are documented in the Initial Assessment Report for JTS
Evaluation Workbook	The Evaluation Workbook consists of two sections: information that is shared with the finalist vendors and information that is kept confidential to the client selection team. The vendor section includes: • Vendor instructions • Structured observation requirements – Functional requirements – Topics for discussion • Optional information – Concept of operation diagram – Test scripts and scenarios – Test data and samples The client confidential section includes: • Summary of reference checks • Observation notes • Weighted requirements
Detailed Vendor Selection Criteria	The detailed vendor selection criteria is developed to reduce the list of 6–8 candidate vendors to two or three vendor finalists. It consists of initial vendor selection criteria with additional detailed criteria in the following areas: • Application/functional criteria • Technical criteria • Vendor profile criteria The detailed vendor selection criteria should be weighted to indicate which are most important in the selection process.
Future State Requirements Report	The Future State Requirements Report outlines the business and technical requirements for the desired future state. This includes the requirements for the future implemented tool encompassing processes, data flow diagrams, and supporting assumptions.
Gap Analysis	A gap analysis is conducted to compare current trends against the City's business drivers and requirements to determine if the City is headed in the direction of current trends. A Gap Analysis for technology selection consists of: • Summary of current trends

Deliverables	Deliverable Descriptions
	– Application trends – Business process trends – Industry trends – Technology trends • Gap analysis against trends (compliance with trend direction) – Business drivers against industry trends – Key user requirements against application and business process trends – Technical requirements against technology trends.
Implementation Resourcing Forecast	The Implementation Resourcing Forecast establishes the scope for the implementation project and develops the approach to be applied. It also provides a budget, a high-level schedule, and an estimate for the amount of work involved. It also identifies the number and type of resources required to perform the work and determines whether the work will be performed by the vendor, the City, or another third party.
Initial Assessment Report	The Initial Assessment Report summarizes the high-level initial assessment information for all potential vendors. The report contains the following sections: • Executive Summary – Overview – Goals and Objectives (Business Drivers) – Trend Analysis • Key Requirements – Business Case and Business Drivers – Key Technical Requirements – Key User (Functional) Requirements – Vendor Profile Requirements – Requirements Aligned with Business Drivers • Candidate Vendors – Selection Criteria – Elimination Summary – List of 6–8 vendors with summary analysis
Initial Vendor Summary (OCM)	The initial vendor summary is a listing of all potential vendors who have met the initial vendor selection criteria. The number of potential vendors may vary, but it should be a manageable number (perhaps 8–20), however, it could be more. The initial vendor summary is documented in the Initial Assessment Report for JTS.
Orientation Materials (OCM)	The orientation materials will be used to introduce the City's team members to the JTS process and obtain their buy-in to the project.
Project Status Report	The Project Status Report will be prepared by the Project Manager to summarize project status for the City and project team.

Deliverables	Deliverable Descriptions
	This report includes: • Accomplishments during the given period • Changes and issues addressed • Tasks started • Tasks completed • Status against plan • Hours expended • Feedback from the City, project team, CTG management
Vendor Evaluation Model	The Vendor Evaluation Model uses weighted decision criteria based on its importance to the organization, with a rating and scoring of each vendor against each criterion.
Vendor Recommendation	The vendor recommendation summarizes the two finalist vendors and recommends one as the selected finalist. The format will be a presentation to City management of the final project results. This presentation includes: • Business Case (OCM) – Summary of Anticipated Benefits – Summary of Anticipated Costs – Summary of Budgetary Parameters • Vendor Demonstration Results – Structured Observation Results Summary – Clarification of Issues Raised in Debriefing – Summary of Vendor Implementation Plan • Vendor Selection (OCM) – Documented Selection Results – Poll of Selection Committee

6. Estimated Project Timeline

This project is anticipated to commence on or around December 1, 2025, and extend for 90 to 120 days from the actual project start date. This timeline is provided as an estimate based on current information. The actual project timeline will be established and mutually agreed upon.

Remainder of page intentionally left blank.

7. Estimated Professional Fees

The table below represents the estimated level of investment for the proposed CAD System JTS engagement. All services will be performed on a time and materials basis. CTG will invoice the City for actual hours expended monthly at the rate listed on the table below. We anticipate the labor cost to be approximately \$205,800. In addition, up to \$20,000 may be allocated for travel expenses, subject to prior approval and in accordance with the City of Abilene travel policy. These estimates are for budgetary purposes only and should not be construed as a fixed fee or not-to-exceed bid for our services.

The CTG team structure for this project is also on the table below. All work will be performed in a hybrid model of remote and onsite. The CTG Delivery Director will confirm the project scope, responsibilities, deliverables, and status report frequency. CTG will provide comprehensive oversight and quality assurance for this project. The CTG team will also include the Client Partner, Scooter Beachum, who will provide account and client relationship management and an Executive Sponsor to champion the project.

Roles/Resources and Travel	Estimated Hours	Hourly Rate (USD)	Estimated Cost
Program Director - Manages the JTS process, ensuring coordination, prioritization, and alignment with business objectives across vendors and City department stakeholders - Facilitates cross-functional collaboration and oversees program-level risks and dependencies - Provides executive-level reporting and strategic guidance	432	\$185	\$79,920
Project Manager - Plans, executes, and closes projects within defined scope, schedule, and cost constraints - Coordinates teams, manages deliverables, and communicates progress to stakeholders - Ensures project objectives are met and issues are resolved promptly	288	\$160	\$46,080
Sr. Business Analyst Performs business requirements gathering, reviews existing documentation, builds requirements matrix, performs market research and vendor coordination, and builds scoring matrix	432	\$150	\$64,800
Organizational Change Manager Aligns the project objectives to City and Department Stakeholder objectives via analysis, review, and communications.	100	\$150	\$15,000
Travel Expenses			\$20,000
TOTAL ESTIMATED COST			\$225,800

Expenses

In addition to invoicing the professional fees specified above, CTG shall pass through all reasonable out-of-pocket expenses incurred by CTG personnel during project-related travel. CTG shall only incur expenses necessary for successful completion of this project and shall make every effort to minimize travel expenses, whenever possible, throughout the course of the project.

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

Responsibilities

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

Critical Success Factors

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

- The project depends on the availability and cooperation of the key stakeholders, including the department leaders, managers, IT staff, and end users.
- The commitment of City executive management to the project is essential.
- The City shall appoint a liaison for the project who is committed to the project and has relationships throughout the organization to support information gathering and project success.
- Identification and reasonable availability of key City personnel who are knowledgeable about the business processes and requirements under discussion.
- Access to existing documentation pertinent to the project, including background information, system documentation, organization overviews, applicable metrics, and other relevant materials.
- Timely and effective communication between CTG and City support teams.
- Inclusion of CTG team members, as appropriate, in regular Client meetings for this initiative.

Risk and Mitigation Strategies

The primary risks associated with this project are as follows:

- Delay in signature of SOW: Any delay in the execution of this SOW shall adversely affect the overall project timeline.
- Stakeholder agreement: Inability of City stakeholders to reach a consensus on requirements and options in a timely manner.
- The mitigation strategies for these risks are as follows:
 - Streamlined inclusion of the City procurement and contracts team; Using OCM to secure management buy-in.
 - Establishing clear requirements, specifications, and timelines for each phase of the project.
 - Ensuring clear and frequent communication between CTG and City Stakeholders.

Computer Task Group (CTG), Inc.

Computer Aided Dispatch Replacement – Phase 1

November 20, 2025





CTG, Inc. - Professional Services

Computer Aided Dispatch (CAD) Replacement – Phase 1:

- Professional services are required to support conducting a requirements definition assessment and developing a request for proposal to solicit a replacement CAD system solution
- Assist in the administration and management of a procurement process to include the selection and evaluation of proposals
- Assist in the coordination of posing questions of the vendor and their presentations
- This is a time and materials contract that will be managed services as-needed, with the final deliverable being the award of a contract for the CAD system replacement
- This Scope of Service has been negotiated with Computer Task Group (CTG), Inc. through the Texas DIR-CPO-5587 Contract

IT Department Recommendation

- Endorses the requested approval and acquisition of professional services to conduct a requirements definition process, develop a request for proposal, and assist in selection and evaluation for a replacement CAD system solution in the not-to-exceed amount of \$225,800



Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into Economic Development Agreements with Bin Bros LLC for the Rebuild Abi Program (Tim Littlejohn)

GENERAL INFORMATION

Bin Bros is building two new construction homes located at 1134 Elm St. and 1918 Clinton St. as part of the Rebuild Abi program

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Bin Bros LLC Resolution
2. 1134 Elm_New Construction Ch 380 agreement
3. 1134 elm street_House Plans
4. 1918 Clinton_New Construction Ch 380 agreement
5. 1918 clinton street -House Plans
6. City Council Presentation Bin Bros

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND BIN BROS LLC REGARDING 1134 ELM ST AND 1918 CLINTON ST

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 20 th day of November, 2025, by and between Bin Bros LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1134 Elm St. and 1918 Clinton St., in Abilene, Taylor County, Texas (the “Project Areas”); and

WHEREAS, the City desires to enter into these Agreements with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Areas will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that these Agreements embody an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreements upon the terms and conditions as set forth in the attached agreements hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 20th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND**

Bin Bros LLC

This Economic Development Agreement ("Agreement") is effective as of the 20th day of November, 2025 ("Effective Date"), by and between Bin Bros LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1134 Elm St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___Bin Bros LLC _____ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER
Bin Bros LLC
Zachery Scott Johnson
350 Mesquite Ln
Abilene, TX 79601
325-260-7312
Binbros20@gmail.com

By (signature):  Signed by:
BE7359AB9C3F4A4...

Name (printed): Zachery Scott Johnson

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

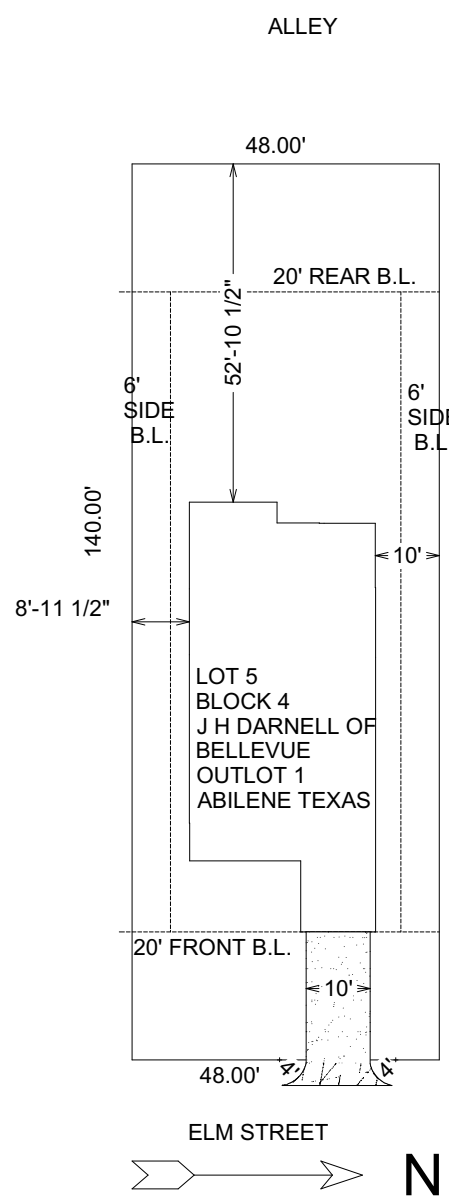
Attached- Developers building plans.

DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		2
D03	2468 L IN	HINGED	1 3/8"		1
D04	2468 R IN	HINGED	1 3/8"		1
D05	2868 L IN	HINGED	1 3/8"		3
D06	2868 R IN	HINGED	1 3/8"		1
D07	3068 R EX	HINGED	1 3/4"	FRONT ENTRY	1
D08	3068 L EX	HINGED	1 3/4"	REAR ENTRY	1
D09	4068 L/R IN	DOUBLE HINGED	1 3/8"		2
D10	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D11	2068 R IN	HINGED	1 3/8"		2

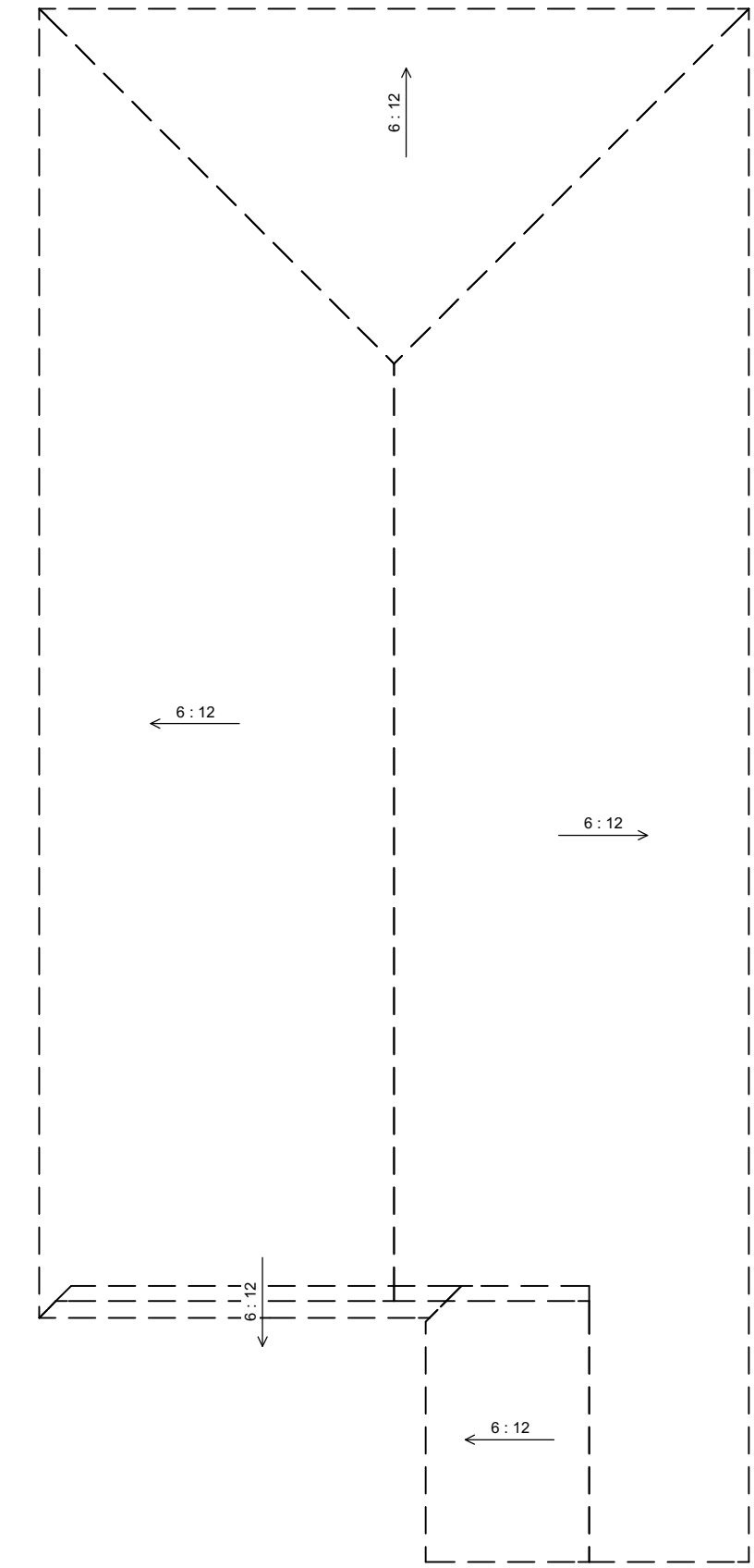
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	4	3050	84"		SINGLE HUNG
W02	2	6050	84"		MULLED UNIT
W03	1	3030	84"		SINGLE HUNG

- NOTES:
1. ALL 9" PLATES EXCEPT WHERE OTHERWISE NOTED.
 2. 2X6 WALLS DIMENSIONED AT 5-1/2". 2X4 WALLS DIMENSIONED AT 3-1/2".
 3. HVAC IN ATTIC.
 4. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.

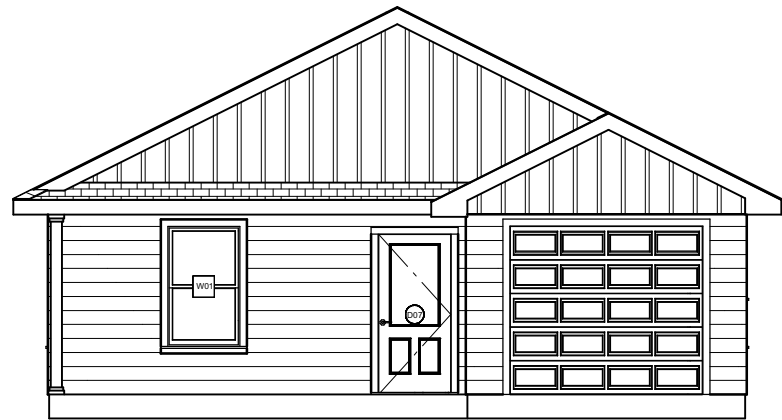
TOTAL SQUARE FOOTAGE: 1254
PORCHES: 194
GARAGE: 253
TOTAL SLAB SQ FT: 1701



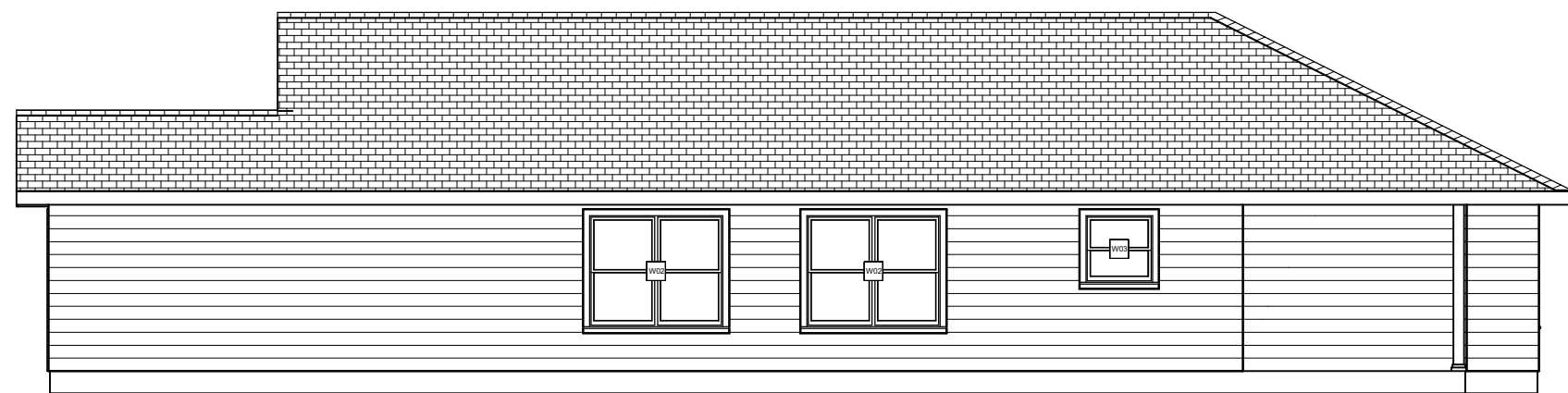
plot 1 in = 30 ft



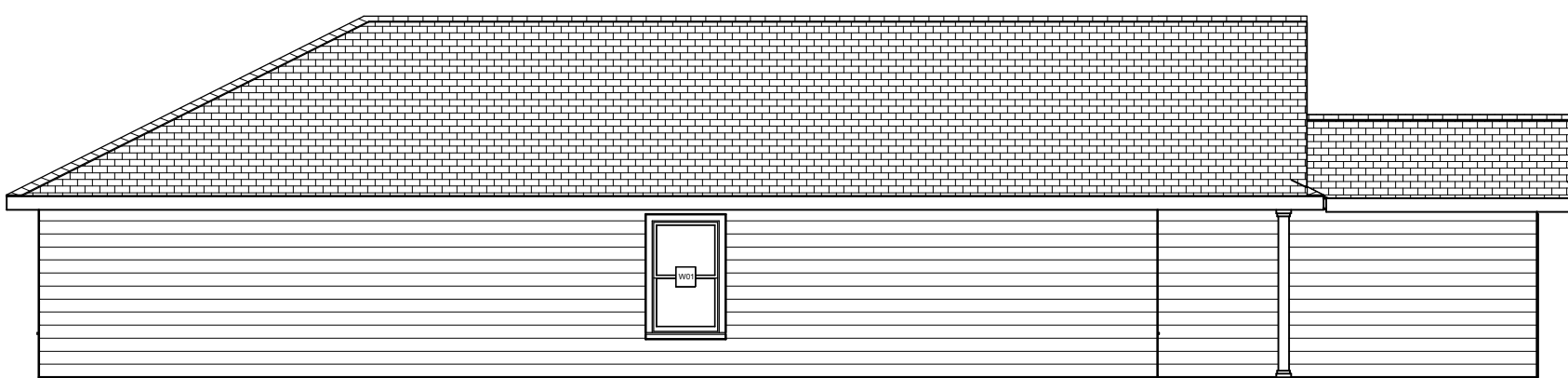
ROOF PLAN 1/8 in = 1 ft



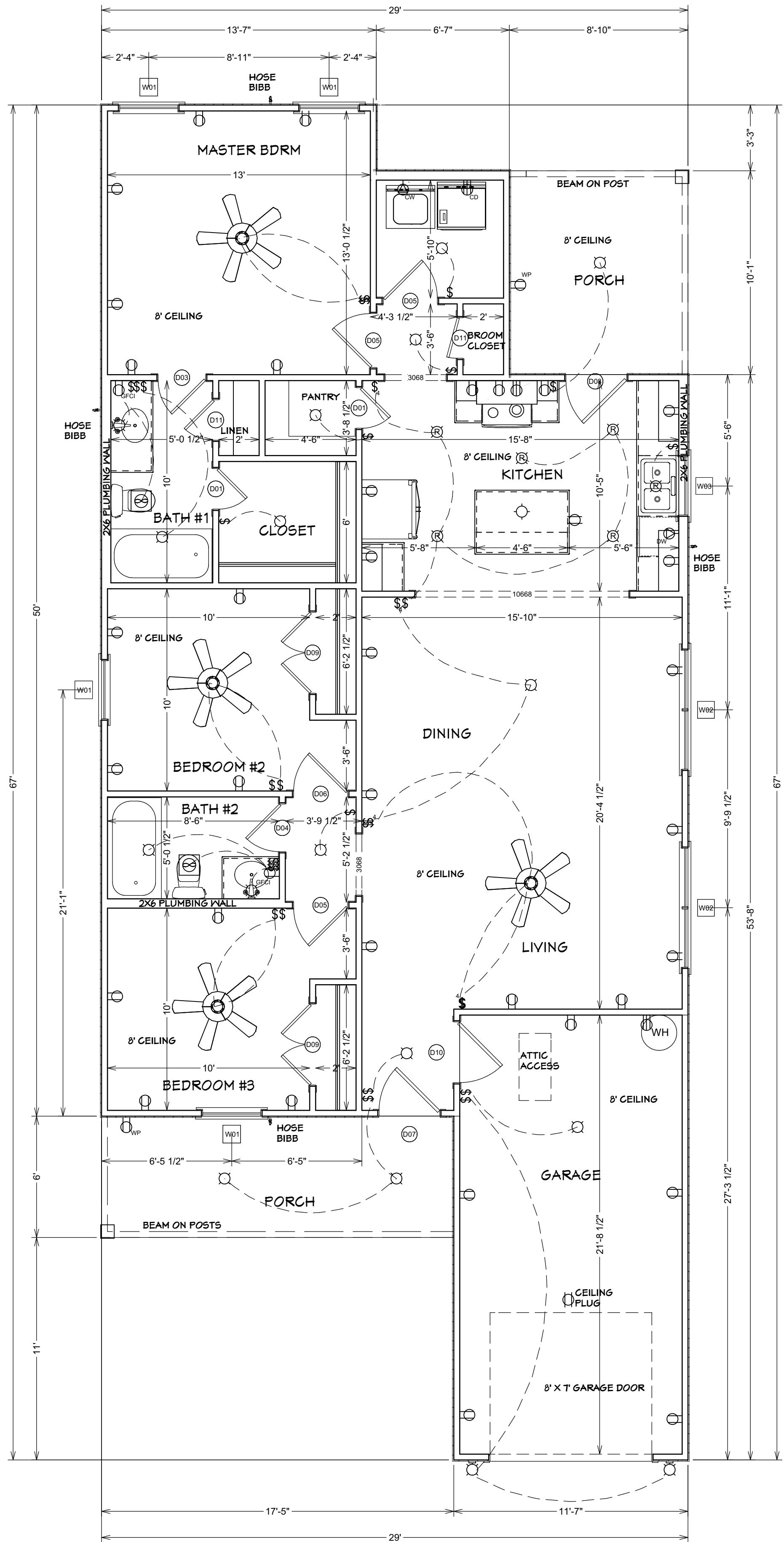
FRONT ELEVATION 1/8 in = 1 ft



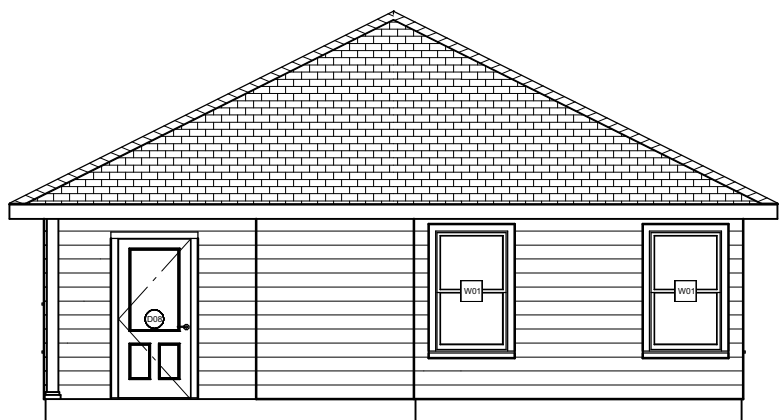
RIGHT ELEVATION



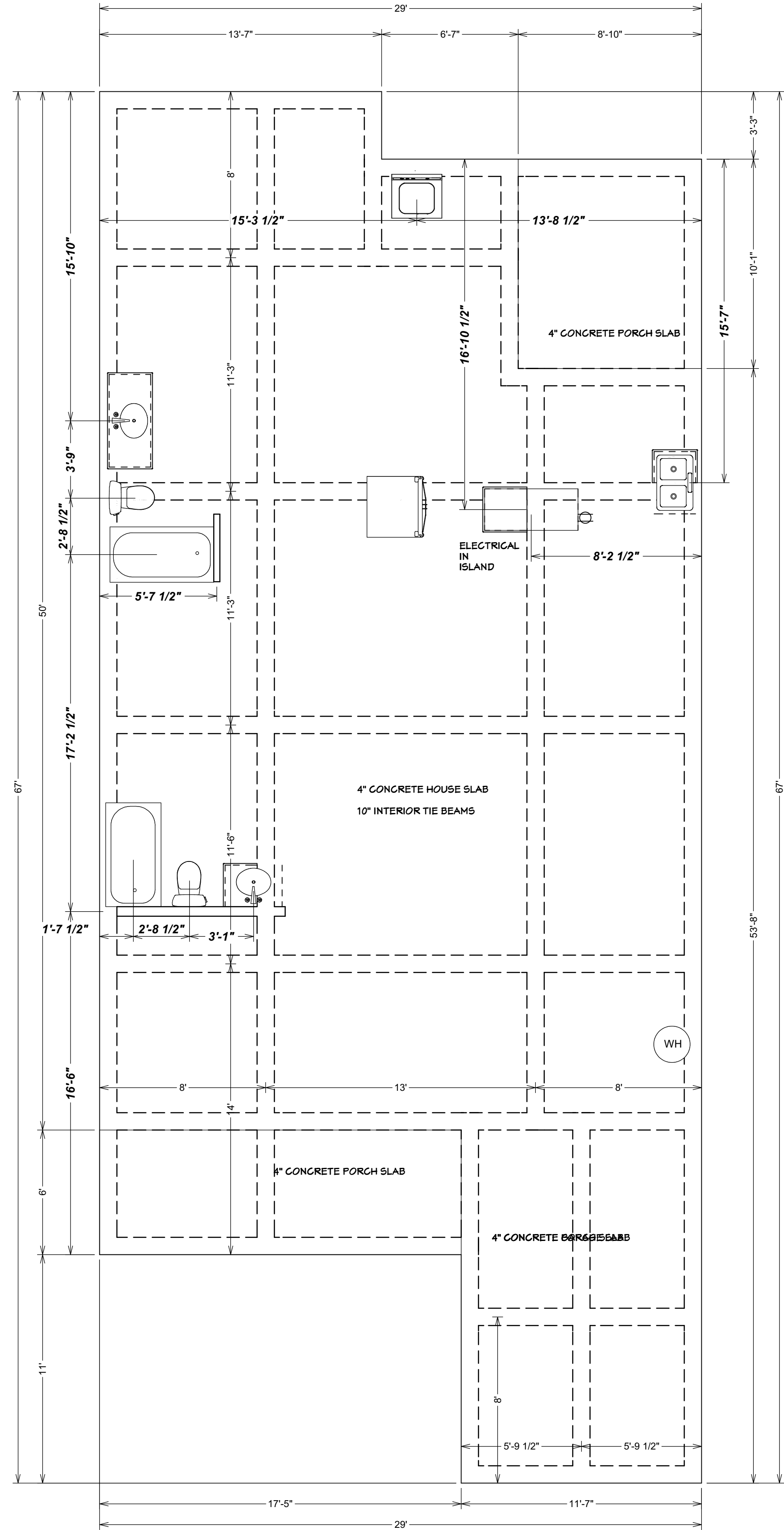
LEFT ELEVATION



FLOOR PLAN 1/4 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1701 SQ FT

1134 ELM STREET

BIN BROS			
Date: SEPT 2025	Scale: 1/4" = 1'	1254 SQ FT	gpr
FLOOR, FOUNDATION, ROOF PLAN AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: BINBROS-25-1254		

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND**

Bin Bros LLC

This Economic Development Agreement ("Agreement") is effective as of the 20th day of November, 2025 ("Effective Date"), by and between Bin Bros LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1918 Clinton St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___Bin Bros LLC _____ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

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- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
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- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

Bin Bros LLC

Zachery Scott Johnson

350 Mesquite Ln

Abilene, TX 79601

325-260-7312

Binbros20@gmail.com

By (signature):  Signed by:
 BE7359AB9C3F4A4...

Name (printed): Zachery Scott Johnson

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

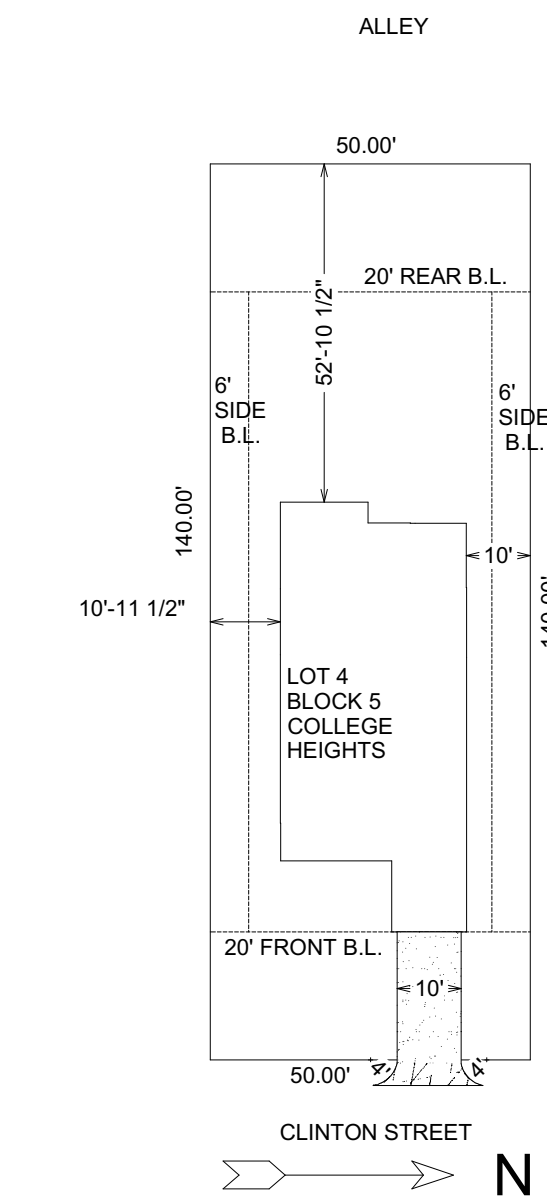
Attached- Developers building plans.

DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		2
D03	2468 L IN	HINGED	1 3/8"		1
D04	2468 R IN	HINGED	1 3/8"		1
D05	2868 L IN	HINGED	1 3/8"		3
D06	2868 R IN	HINGED	1 3/8"		1
D07	3068 R EX	HINGED	1 3/4"	FRONT ENTRY	1
D08	3068 L EX	HINGED	1 3/4"	REAR ENTRY	1
D09	4068 L/R IN	DOUBLE HINGED	1 3/8"		2
D10	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D11	2068 R IN	HINGED	1 3/8"		2

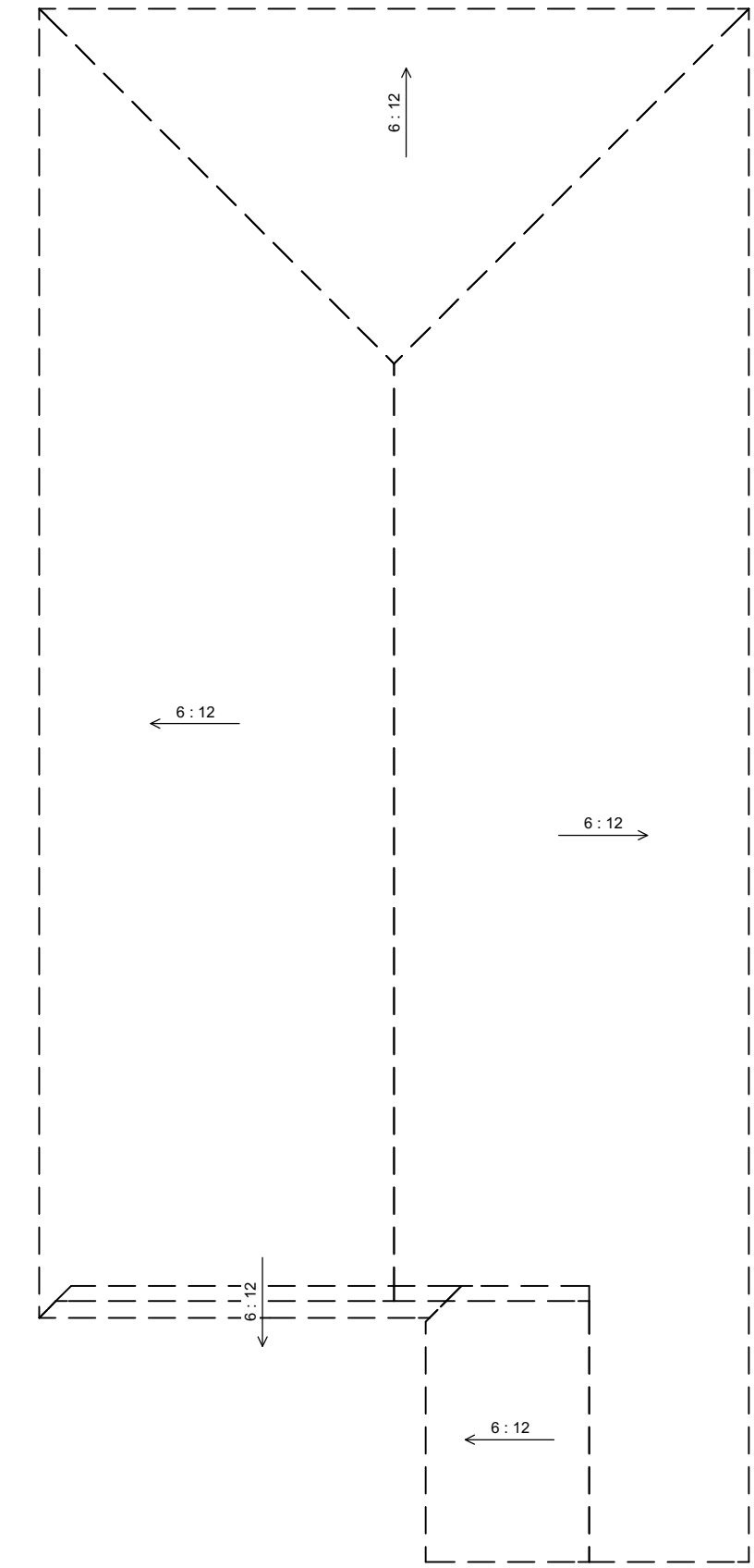
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	4	3050	84"		SINGLE HUNG
W02	2	6050	84"		MULLED UNIT
W03	1	3030	84"		SINGLE HUNG

- NOTES:
1. ALL 9" PLATES EXCEPT WHERE OTHERWISE NOTED.
 2. 2X6 WALLS DIMENSIONED AT 5-1/2". 2X4 WALLS DIMENSIONED AT 3-1/2".
 3. HVAC IN ATTIC.
 4. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.

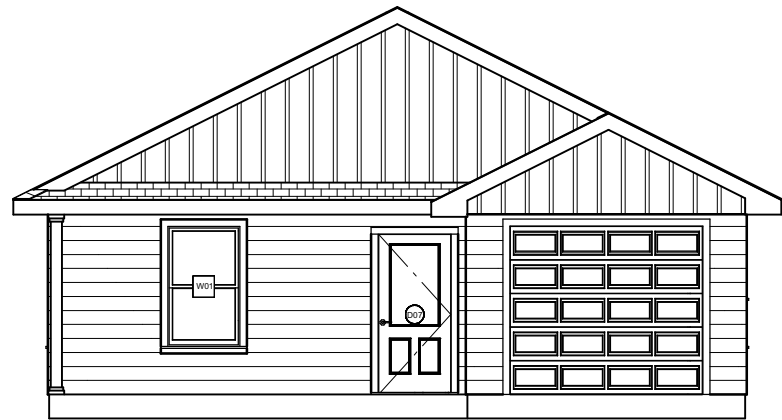
TOTAL SQUARE FOOTAGE: 1254
PORCHES: 194
GARAGE: 253
TOTAL SLAB SQ FT: 1701



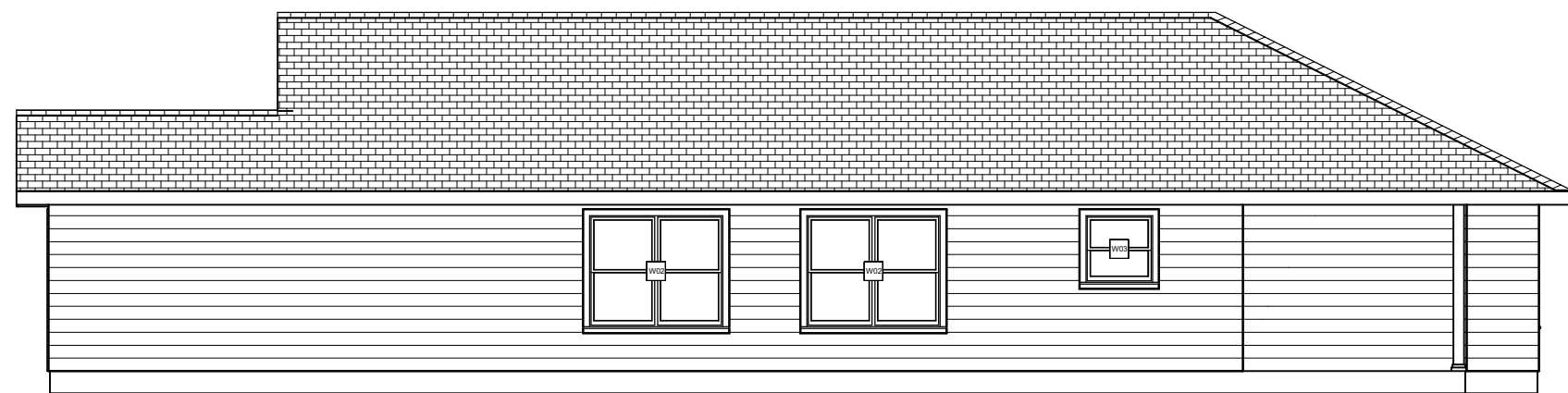
plot 1 in = 30 ft



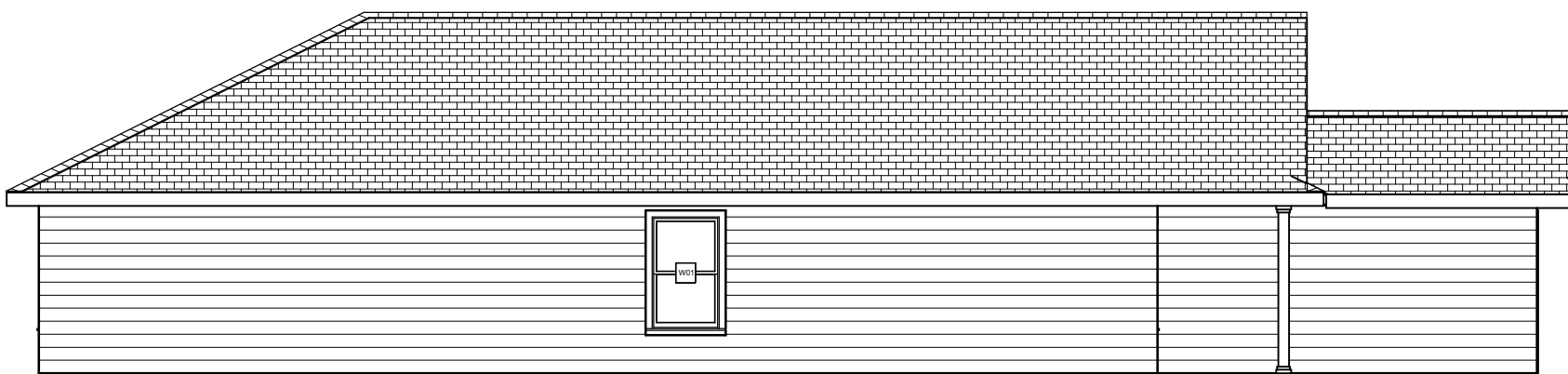
ROOF PLAN 1/8 in = 1 ft



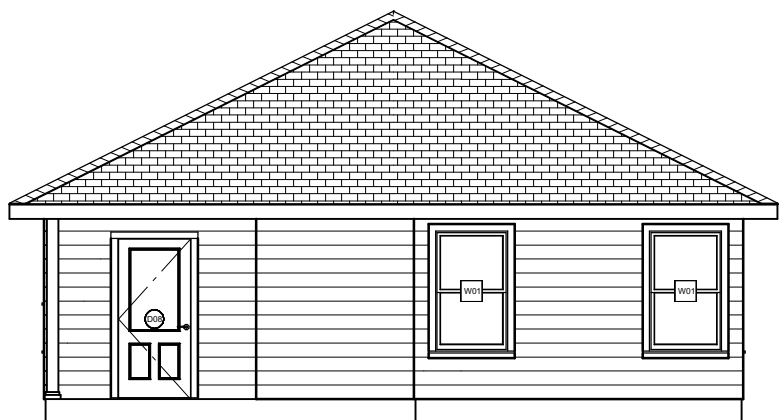
FRONT ELEVATION 1/8 in = 1 ft



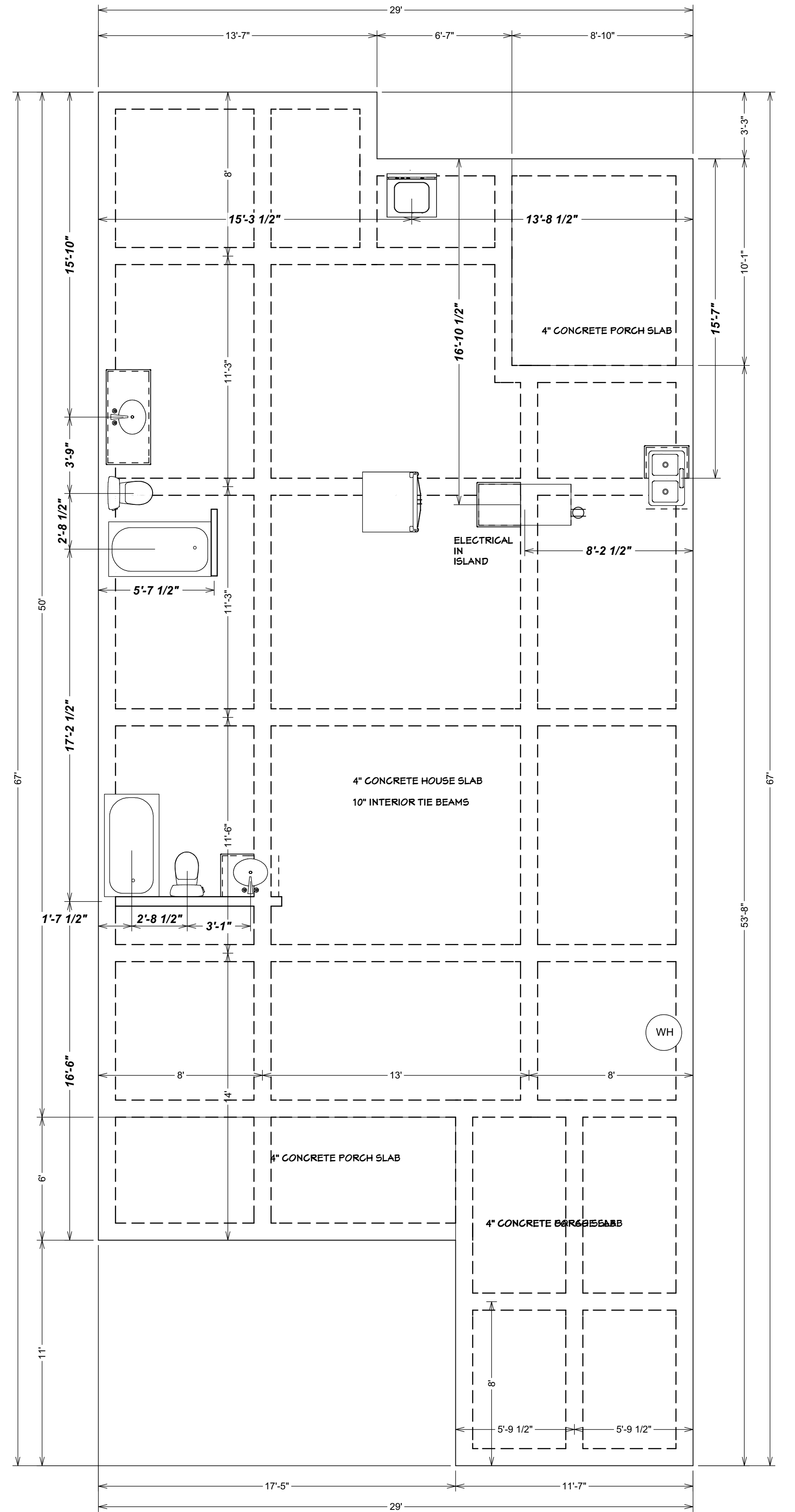
RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION



FLOOR PLAN 1/4 in = 1 ft

CONCRETE AREA
1701 SQ FT

1918 CLINTON

BIN BROS			
Date: SEPT 2025	Scale: 1/4" = 1'	1254 SQ FT	gpr
FLOOR, FOUNDATION, ROOF PLAN AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: BINBROS-25-1254	

City Council Meeting

Economic Development Agreement





- Bin Bros LLC is proposing to build a newly constructed affordable home located at 1134 Elm St. and 1918 Clinton St.
- Homes are approximately 1254 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Troy Johnston Construction LLC for the Rebuild Abi Program *(Tim Littlejohn)*

GENERAL INFORMATION

Troy Johnston Construction LLC is building a new construction home at 2726 S 11th St as part of the Rebuild Abi program

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Troy Johnston Resolution
2. 2726 S. 11th _New Construction Ch 380 agreement
3. 2726 S. 11th _plans
4. City Council Presentation Troy Johnston

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND TROY JOHNSTON
CONSTRUCTION LLC REGARDING 2726 S, 11th ST**

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 20 th day of November, 2025, by and between Troy Johnston Construction LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2726 S 11th St., in Abilene, Taylor County, Texas (the “Project Areas”); and

WHEREAS, the City desires to enter into these Agreements with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Areas will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that these Agreements embody an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreements upon the terms and conditions as set forth in the attached agreements hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 20th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND**

Troy Johnston Construction, LLC

This Economic Development Agreement ("Agreement") is effective as of the 20th day of November, 2025 ("Effective Date"), by and between Troy Johnston Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2726 S. 11th in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Troy Johnston Construction, LLC its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

Troy Johnston Construction,LLC

Troy and Melissa Johnston

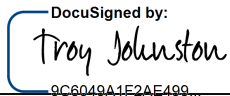
136 Topher

Abilene, TX 79606

Troy 325-668-4832

Melissa 325-669-4877

Troyjohnstonhomes@yahoo.com

By (signature):  _____
9C6049A1E2AE499...

Name (printed): _____ Troy Johnston

Title: _____ Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

Attached- Developers building plans.



City Council Meeting

Economic Development Agreement





- Troy Johnston Construction LLC is proposing to build a newly constructed affordable home located at 2726 S 11th St.
- Home is approximately 1200 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Chowning Realty LLC for the Rebuild Abi Program (Tim Littlejohn)

GENERAL INFORMATION

Chowning Realty will be performing major renovations on three properties within the Rebuild Abi program guidelines located at 1325 Pecan St., 4601 State St., and 5120 Questa St.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Chowning 2026 RESOLUTION
2. 5120 Questa _Major Renovation Ch 380 agreement
3. 5120 Questa _Major Renovation Criteria Signature Page
4. 4601 State _Major Renovation Ch 380 agreement
5. 4601 State _Major Renovation Criteria Signature Page
6. 1325 Pecan _Major Renovation Ch 380 agreement
7. 1325 Pecan _Major Renovation Criteria Signature Page
8. Chowning 2026 presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 11/18/2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING
REALTY**

This Economic Development Agreement (“Agreement”) is effective as of the 20th day of November, 2025 (“Effective Date”), by and between Chowning Realty, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1325 Pecan St., 4601 State St., and 5120 Questa St., in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 20th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

Chowning Realty, LLC

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RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 5120 Questa Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___ Chowning Realty, LLC___ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees,
- (2) utility taps,
- (3) sidewalks,
- (4) roll-off containers and two tips, and
- (5) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A - "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

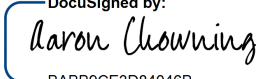
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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC
3066 Legends Tr.
Abilene, TX 79601
aaronchowning@gmail.com
325.301.4099

By (signature): 
BABB9CE3D84046B

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 5120 Questa, Abilene Texas 79605

Square footage: 1196

Number of bedrooms: 4

Number of bathrooms: 2

By (signature): 

Name (printed): Aaron Chowning

Title: Mr. Principal Aaron Chowning

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

Chowning Realty, LLC

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RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 4601 State St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

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V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A - "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

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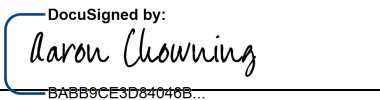
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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
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AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC
3066 Legends Tr.
Abilene, TX 79601
aaronchowning@gmail.com
325.301.4099

By (signature):  BAB59CE3D64046B...

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
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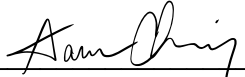
Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 4601 State, Abilene Texas 79603

Square footage: 1278

Number of bedrooms: 3

Number of bathrooms: 2

By (signature): 

Name (printed): Aaron Chowning

Title: Mr Principal Aaron Chowning

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



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- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___ Chowning Realty, LLC___ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees,
- (2) utility taps,
- (3) sidewalks,
- (4) roll-off containers and two tips, and
- (5) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A-"Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

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- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

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- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or

portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC
3066 Legends Tr.
Abilene, TX 79601
aaronchowning@gmail.com
325.301.4099

By (signature):  BABB9CF3D84046B

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 1325 Pecan, Abilene Texas 79602

Square footage: 1184

Number of bedrooms: 3

Number of bathrooms: 2

By (signature): 

Name (printed): Aaron Chowning

Title: Mr Principal Aaron Chowning

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



City Council Meeting

Economic Development Agreement





- Chowning Realty is proposing to Major Renovate 1325 Pecan St., 4601 state St., and 5120 Questa St.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **15. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an Economic Development Agreement with Continued Growth LLC for the Rebuild Abi program(Tim Littlejohn)**

GENERAL INFORMATION

Continued Growth LLC is going to major renovate three properties as part of the Rebuild Abi program located at 2726 Hickory St., 5017 Congress Ave., and 5226 Congress Ave.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Cont growth resolution
2. 5226 Congress_Major Renovation Ch 380 agreement
3. 5226 Congress Ave_major renovation_criteria_signature_page
4. 5017 Congress_Major Renovation Ch 380 agreement
5. 5017 Congress Ave_major renovation_criteria_signature_page
6. 2726 Hickory_Major Renovation Ch 380 agreement
7. 2726 Hickory_major renovation_criteria_signature_page
8. Cont Growth presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON: **BACKUP DOCUMENTATION UPDATED ON:**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CONTINUED
GROWTH LLC**

This Economic Development Agreement (“Agreement”) is effective as of the 20th day of November, 2025 (“Effective Date”), by and between Continued Growth LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2726 Hickory St., 5017 Congress Ave., and 5226 Congress Ave., in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 20th day of November, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Continued Growth, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 20th day of November, 2025 ("Effective Date"), by and between Continued Growth, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 5226 Congress Ave. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ____ Continued Growth, LLC ____ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

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- (1) waiver of construction related City permits and fees,
- (2) utility taps,
- (3) sidewalks,
- (4) roll-off containers and two tips, and
- (5) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A-"Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
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- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

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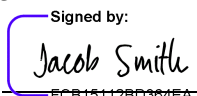
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- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Continued Growth, LLC
3718 Ligustrum
Abilene, TX 79605
continuedgrowthllc@gmail.com
407.810.9803

By (signature):  Signed by:
FCB15112BD364EA...

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 5226 Congress Ave, Abilene, TX 79603

Square footage: 908

Number of bedrooms: 3

Number of bathrooms: 1

By (signature):  Jacob Smith

Name (printed): Continued Growth LLC (Jacob Smith)

Title: Principal

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Continued Growth, LLC**

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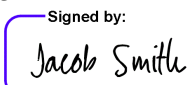
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- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Continued Growth, LLC
3718 Ligustrum
Abilene, TX 79605
continuedgrowthllc@gmail.com
407.810.9803

By (signature):  Signed by:
FCB15112BD364EA...

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: _ 5017 Congress Ave, Abilene, TX 79603

Square footage: _ 1128

Number of bedrooms: _ 3

Number of bathrooms: _ 1

By (signature):  Jacob Smith

Name (printed): _Continued Growth LLC (Jacob Smith)

Title: _____ Principal _____

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Continued Growth, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 20th day of November, 2025 ("Effective Date"), by and between Continued Growth, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 2726 Hickory St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ____ Continued Growth, LLC ____ its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees,
- (2) utility taps,
- (3) sidewalks,
- (4) roll-off containers and two tips, and
- (5) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A-"Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable. the remainder of this Agreement, or the application of such provision or

portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

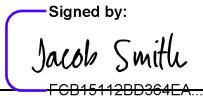
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Continued Growth, LLC
3718 Ligustrum
Abilene, TX 79605
continuedgrowthllc@gmail.com
407.810.9803

By (signature):  Signed by:
FCB15112DD364EA...

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment – Major Renovation Criteria Signature Page.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: _2726 Hickory St, Abilene, TX 79601

Square footage: _1064

Number of bedrooms: _3

Number of bathrooms: 1

By (signature):  Jacob Smith

Name (printed): _Continued Growth LLC (Jacob Smith)

Title: _____Principal_____

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



City Council Meeting

Economic Development Agreement





- Continued Growth LLC is proposing to Major Renovate 2726 Hickory St,.5017 Congress Ave., and 5226 Congress Ave.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **16. Ordinance (First Reading) CUP-2025-16: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Tattoo Parlor. Located at 202 Pine Street. (Tim Littlejohn)**

GENERAL INFORMATION

Then tenant of this property would like to open a tattoo parlor at 202 Pine Street.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (2)
2. Site Plan
3. staff report (4)
4. Application (17)
5. Owner Authorization (1)
6. Plan of Operation (1)
7. 241 Cypress
8. 241 Pine St
9. 244 Pine St
10. presentation (4)

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, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 20th 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 4th day of December, 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 4th day of December, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately .16 acres to allow for a Tattoo Parlor within Central Business (CB) zoning, subject to the Plan of Operation (Exhibit B).

Legal Description as follows:

Lots 11 & 12, Block 8, Original Town of Abilene Subdivision

Located at:

Property ID 61436



EXHIBIT B

**Ink Therapy Abilene - CUP Plan of Operation
202 Pine, Motis Building Fourth Floor**

Hours of Operation: 10am - 8pm

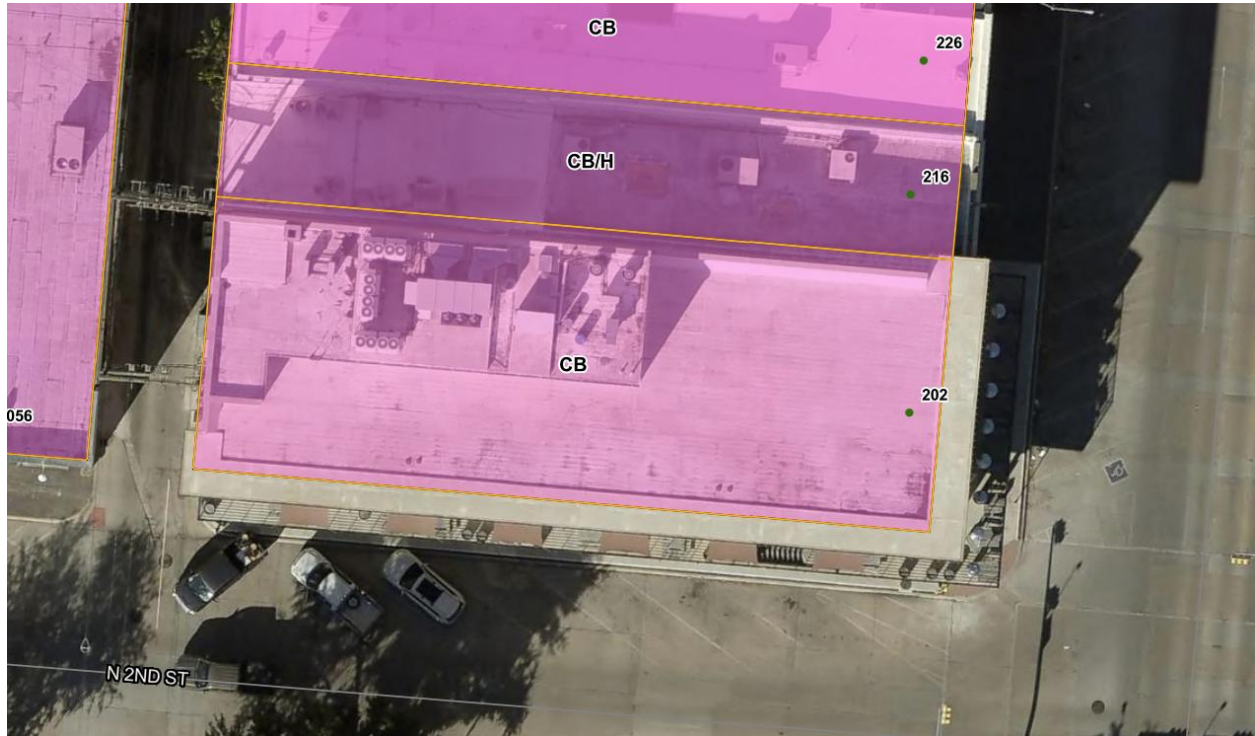
Days of Operation: Tuesday - Saturday

It is our hope to move our existing tattoo studio from its current downtown location (542 Hickory Street), to a new location at 202 Pine, on the fourth floor of the Motis Building. As a pre-existing, prosperous downtown business, our main goal is to continue providing Abilene with the high-end, luxury tattoo studio experience that our clientele has come to know and appreciate. Our artists prioritize safety, cleanliness, quality, and an overall welcoming environment. We aim to continue providing an elevated experience in this new location, where we would have room for expansion and growth. As proud members of the Abilene community, we appreciate the efforts being made to revitalize and diversify our downtown area and wish to increase and aid these efforts with our studio's presence.

Given the nature of our business, no outdoor operations would occur at this location. All tattoos and services would take place indoors, within the proposed studio. As evidenced by our current operations, we don't believe any issues would arise from either noise or other disruptive behaviors, as we strictly enforce an environment of respect for our clientele and fellow neighboring businesses.

-END-

Site Plan



ZONING CASE: CUP-2025-16 STAFF REPORT

Scheduled Hearings

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

Applicant

Owner: Motis Investments, LLC
 Agent: Bailey Hyde

Case Manager

Adam Holland– Planner

Request

Apply a Conditional Use Permit to allow for a Tattoo Parlor within Central Business (CB) zoning.

Location

Located at 202 Pine Street

Background

The tenant of this property would like to open a tattoo parlor at the address mentioned above.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	CB	Commercial
East	CB	Commercial
South	CB	Commercial
West	CB	Commercial

Criteria Assessment

Staff have reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

- The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
 The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.
- The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
 The proposed request is consistent with the spirit and intent of CB zoning.
- The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
 The proposed use would be appropriate with the surrounding commercial uses. No adverse impacts should be created from the use of this property.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed use will not generate conflicting or hazardous pedestrian or vehicular traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
None are needed. The proposed use is within an existing structure.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
None are needed. The proposed use is within an existing structure.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
The proposed tattoo parlor complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

Planning & Zoning Commission Recommendation

P&Z recommends **approval subject to the Plan of Operations.**

Attachments

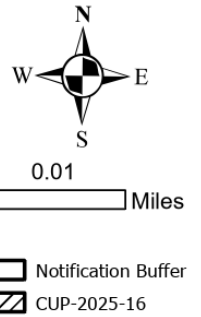
- Application
- Owner Authorization
- Plan of Operation
- PowerPoint

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
ABILENE IMPROVEMENT CORP	56726	101 CYPRESS ST	
ABILENE IND SCHOOL DISTRICT	60364	241 PINE ST	F
ABILENE MAJESTIC LLC SERIES J	60795	258 PINE ST	
ALEXANDER TRUST REAL ESTATE LLC	55174	957 N 2ND ST	
BEMA	55176	165 PINE ST	
BOWEN LATIMER M	61058	234 PINE ST	
C3H2 PROPERTIES LLC	61308	216 PINE ST	
HALLUM CARY E	61181	226 PINE ST	
KEY CITY FOODS LLC	62232	241 CYPRESS ST	F
LE MUSEE IMAGINAIRE INC	61848	1060 N 2ND ST	
MOTIS INVESTMENTS LLC	61436	202 PINE ST	
SILVERTHORNE INVESTMENTS LLC	1085040	244 PINE ST	F
STATE NATIONAL BANK	60502	290 PINE ST	
VAGABOND PIZZA LLC	61972	1056 N 2ND ST	
VLETAS JODY KLOTZ	61847	1080 N 2ND ST	

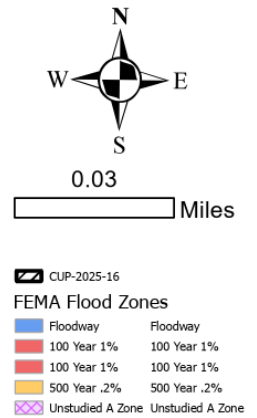
NOTIFICATION MAP



ZONING MAP



FLOODWAY MAP



2025 Development Application

Zoning Application Page 1 of 3

Planning

- ☒ Conditional Use
☒ PDD Amendment
☒ Easement Release
☐ Special Exceptions
☒ Street Name Change
☒ Rezoning
☐ Variance
☒ Thoroughfare Abandonment

Relief Procedures

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

Project Name: Motis Building
Address: 202 Pine, Abilene TX 79601 Number of Lots: 1 Acreage: 0.16
Legal Description: OT Abilene TIF #1
Subdivision Name: N/A Block: 8 Lot: 11-12
Current Zoning: Central Business Proposed Zoning (if applicable): Conditional Use Permit

OWNER AND AUTHORIZATION

Owner Name: Motis Investments, LLC
Address: 3401 S. 11th
City, State, Zip: Abilene, TX 79605 Fax: _____
Phone: (325) 338-7528 Email: tgutz11@gmail.com
Agent Name: N/A
Address: _____
City, State, Zip: _____ Fax: _____
Phone: _____ Email: _____

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

Signature of Owner: [Signature] Date: 9/30/2025

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 | ☐ MF | Multi-Family |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Conditional Use permit to allow operation of a tattoo studio on the fourth floor of the Motel building.

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?

As a current business residing in downtown Abilene, we believe this move will suit Abilene's push towards diversity & revitalization in the downtown area.

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, operating a tattoo studio is permitted within the areas zoned as "Central Business". We are currently located in a similar area only a few blocks away.

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?

N/A

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

We believe our high-end, prosperous tattoo studio will positively impact the areas growing diversity & progress towards a revitalized downtown.

Other Required Forms - Disclosure of Interest (See Attached)

2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: NA Total Number of Acres: 1
Zoning Classification(s): CB Central Business CB Total Number of Lots: 1
Location: 202 Pine

Property Owner Information & Authorization

Name/Company: Motis Investments, LLC
Address: 202 Pine
City: Abilene State: TX Zip Code: 76901
Phone: (325) 338-7528 Email: tgut211@gmail.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

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

Property Owner's Signature: Tiffany Gutierrez Date: 9/30/25
STATE OF: Texas
COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Tiffany Gutierrez
(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 30th day of September, 2025



Julie M. Guevara
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: NA Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____



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

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): Tiffany Gutierrez

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 9/30/25, 2025

*(cross out the inapplicable phrase)

Ink Therapy Abilene - CUP Plan of Operation

202 Pine, Motis Building Fourth Floor

Hours of Operation: 10am - 8pm

Days of Operation: Tuesday - Saturday

It is our hope to move our existing tattoo studio from its current downtown location (542 Hickory Street), to a new location at 202 Pine, on the fourth floor of the Motis Building. As a pre-existing, prosperous downtown business, our main goal is to continue providing Abilene with the high-end, luxury tattoo studio experience that our clientele has come to know and appreciate. Our artists prioritize safety, cleanliness, quality, and an overall welcoming environment. We aim to continue providing an elevated experience in this new location, where we would have room for expansion and growth.

As proud members of the Abilene community, we appreciate the efforts being made to revitalize and diversify our downtown area, and wish to increase and aid these efforts with our studio's presence.

Given the nature of our business, no outdoor operations would occur at this location. All tattoos and services would take place indoors, within the proposed studio. As evidenced by our current operations, we don't believe any issues would arise from either noise or other disruptive behaviors, as we strictly enforce an environment of respect for our clientele and fellow neighboring businesses.



KEY CITY FOODS LLC
865 HARWELL ST
ABILENE, TX 79601-4609

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-16

October 15, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **November 4, 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 apply a Conditional Use Permit to a property to allow a Tattoo Parlor. Located at 202 Pine Street. Legal description being lots 11 and 12, Block 8, OT Abilene Subdivision, Abilene, Taylor County, Texas. The owner intends to apply a Conditional Use Permit on the property to allow a tattoo parlor.

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 **December 4, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6237 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-16

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: 61436
Requestor's Property Zoning: CB
Requestor's Proposed Zoning: CB/CUP

Your Name: KEY CITY FOODS LLC
Your Property Address: 241 CYPRESS ST
Your Parcel ID: 62232

I am in favor of the request ☒
I am opposed to the request ☐

Signature: *Heath Ratliff*

CUP-2025-16

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-16

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: 61436
Requestor's Property Zoning: CB
Requestor's Proposed Zoning: CB/CUP

Your Name: ABILENE IND SCHOOL DISTRICT
Your Property Address: 241 PINE ST
Your Parcel ID: 60364

I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Joe Waldron

CUP-2025-16

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-16

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: 61436

Requestor's Property Zoning: CB

Requestor's Proposed Zoning: CB/CUP

Your Name: SILVERTHORNE INVESTMENTS LLC

Your Property Address: 244 PINE ST

Your Parcel ID: 1085040

Signature:



I am in favor of the request ☒

I am opposed to the request ☐

007 2025-12-11

CUP-2025-16



CONDITIONAL USE PERMIT

Case: CUP-2025-16

Owner: Motis Investments, LLC

Applicant: Bailey Hyde

Request: Apply a Conditional Use Permit to allow for a Tattoo Parlor within Central Business (CB) zoning.

Location: 202 Pine Street

Notification: 3 in Favor, 0 in Opposition

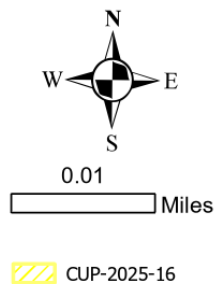
Planning & Zoning: November 4, 2025

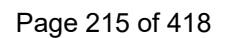
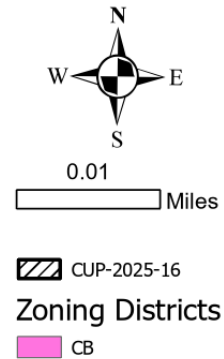
Council Hearing: November 20, 2025
December 4, 2025





AERIAL LOCATION MAP





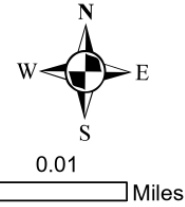


VIEWS OF SUBJECT PROPERTY





NOTIFICATION AREA MAP



Notification Buffer
CUP-2025-16

3 - in Favor - 

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.

Planning & Zoning Commission Recommendation:

Approval subject to the Plan of
Operation





Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 17. Ordinance (First Reading) HOZ-2025-01: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner's Agent to Apply Historic Overlay Zoning to Approximately 0.42 Acres Zoned Heavy Commercial (HC). Located at 774 Butternut Street. (Tim Littlejohn)

GENERAL INFORMATION

The request is to add Historic Overlay to 774 Butternut Street.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Landmarks Commission recommends approval.

ATTACHMENTS:

1. ordinance
2. staff report (5)
3. Application (18)
4. Original House (1)
5. Presentation (5)

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 CERTAIN PROPERTIES; 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 20th 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 10th 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 4th day of December, 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 4th day of December, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

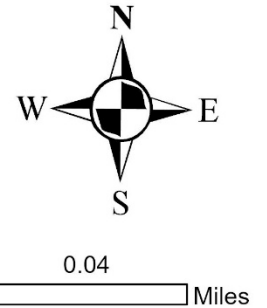
CITY ATTORNEY

EXHIBIT A

Add Historic Overlay (HO) to the following described land:

Legal Description: 161 1 West 1/3 of Johnston Original Town of Abilene, Lots 9-10, Abilene, Taylor County, Texas.

Located at 774 Butternut Street.



END

HOZ-2025-01

STAFF REPORT



Scheduled Hearing(s)

Landmarks Commission: October 28, 2025

Planning & Zoning Commission: November 4, 2025

City Council 1st Read: November 20, 2025

City Council 2nd Read: December 4, 2025

Applicant

Owner: Junior League of Abilene

Case Manager

Kera Valois, Planner

Request

Add Historic Overlay to 774 Butternut Street.

Location

774 Butternut Street.

Property Zoning

The current zoning for this property is Heavy Commercial (HC).

Background

The subject residence exhibits typical Prairie School Style architecture, including a two-story frame dwelling with a low-pitched hipped roof and two interior brick chimneys. The exterior walls are brick veneer, and the roof is composition shingles. A hipped roof, supported on massive piers covers a deep 3-bay porch that extends across the front elevation. The primary entrance is set within the center bay of the porch. The flanking bays have a brick balustrade capped with cast stone coping.

The home was built in the 1920's and is known as the McDaniel House. Mr. McDaniel owned a hardware and grocery store at S 2nd and Chestnut Street. Mrs. McDaniel was named State Woman of the Year by the Golden Rule Foundation of New York in 1948. She was also a prominent member of various women's clubs in Abilene including the Daughters of the American Revolution and the Shakespeare Club.

The subject property is located on the National Register of Historic Properties as having significant architectural features of the typical prairie school style from the 1920's. The property is also located on the Abilene Register of Historic Properties.

Criteria Assessment

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

- 1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
None available.
- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
This house has been associated with The Junior League of Abilene since 1976.
- 3. Embodies characteristics distinct to a type, period, or method of construction or architecture.**

The home is included on the National Register of Historic Properties as having significant architectural features of the typical prairie school style from the 1920's.

4. **Is associated with the lives of persons significant in local, regional, state, national, or international history.**
5. Mr. George McDaniel, the owner, owned a hardware and grocery store at S 2nd and Chestnut. His wife, Mrs. Lavinia McDaniel was a prominent member of various women's clubs in Abilene, including the Daughters of the American Revolution and the Shakespeare Club. Mrs. McDaniel was also named State Woman of the Year by the Golden Rule Foundation of New York in 1948.
6. **Represents a distinctive and familiar visual feature of a neighborhood or of the city.**
None available.
7. **Represents the works of a master designer, architect, builder, or craftsman.**
None available.

The Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation
- Application

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on October 10, 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 - Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BISHOP DONALD K & LAURA S	37968	749 POPLAR ST	
BROOKS MONICA ANN	53663	1231 S 8 TH ST	O
COMPANION FUNERAL SERVICES INC	36087	733 Y BUTTERNUT ST	
COMPANION FUNERAL SERVICES INC	36087	733 BUTTERNUT ST	
COMPANION FUNERAL SERVICES INC	36087	733 P BUTTERNUT ST	
JUNIOR LEAGUE OF ABILENE	38225	774 POPLAR ST	
JUNIOR LEAGUE OF ABL INC	37604	774 BUTTERNUT ST	
KIRKLAND LYNN & PAULA	53799	1239 S 8 TH ST	
KIRKLAND LYNN E & PAULA J	53392	817 A BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 C BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 B BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 D BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 BUTTERNUT ST	
LINDSEY JOHN M	54194	818 BUTTERNUT ST	
MEDEL CESAR & MARTINEZ SUSANA	37738	733 POPLAR ST	
OVERFLOW MINISTRIES INC	53928	810 BUTTERNUT ST	
OVERFLOW MINISTRIES INC	983093	801 POPLAR ST	

PEREZ JIMMY RAY	38345	741 POPLAR ST	
TOP SHELF VENTRUES LLC	37378	726 BUTTERNUT ST	
TOP SHELF VENTRUES LLC	37494	742 BUTTERNUT ST	
TOP SHELF VENTRUES LLC	37117	710 B BUTTERNUT ST	
TOP SHELF VENTRUES LLC	37117	710 BUTTERNUT ST	

PROPERTY ID Legend: O – Opposed, F - Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
COMPANION FUNERAL SERVICES INC	36087	733 Y BUTTERNUT ST	
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KIRKLAND LYNN E & PAULA J	53392	817 A BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 C BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 B BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 D BUTTERNUT ST	
KIRKLAND LYNN E & PAULA J	53392	817 BUTTERNUT ST	
BROOKS MONICA ANN	53663	1231 S 8 TH ST	O
KIRKLAND LYNN & PAULA	53799	1239 S 8 TH ST	
OVERFLOW MINISTRIES INC	53928	810 BUTTERNUT ST	
LINDSEY JOHN M	54194	818 BUTTERNUT ST	
OVERFLOW MINISTRIES INC	983093	801 POPLAR ST	

LOCATION MAP



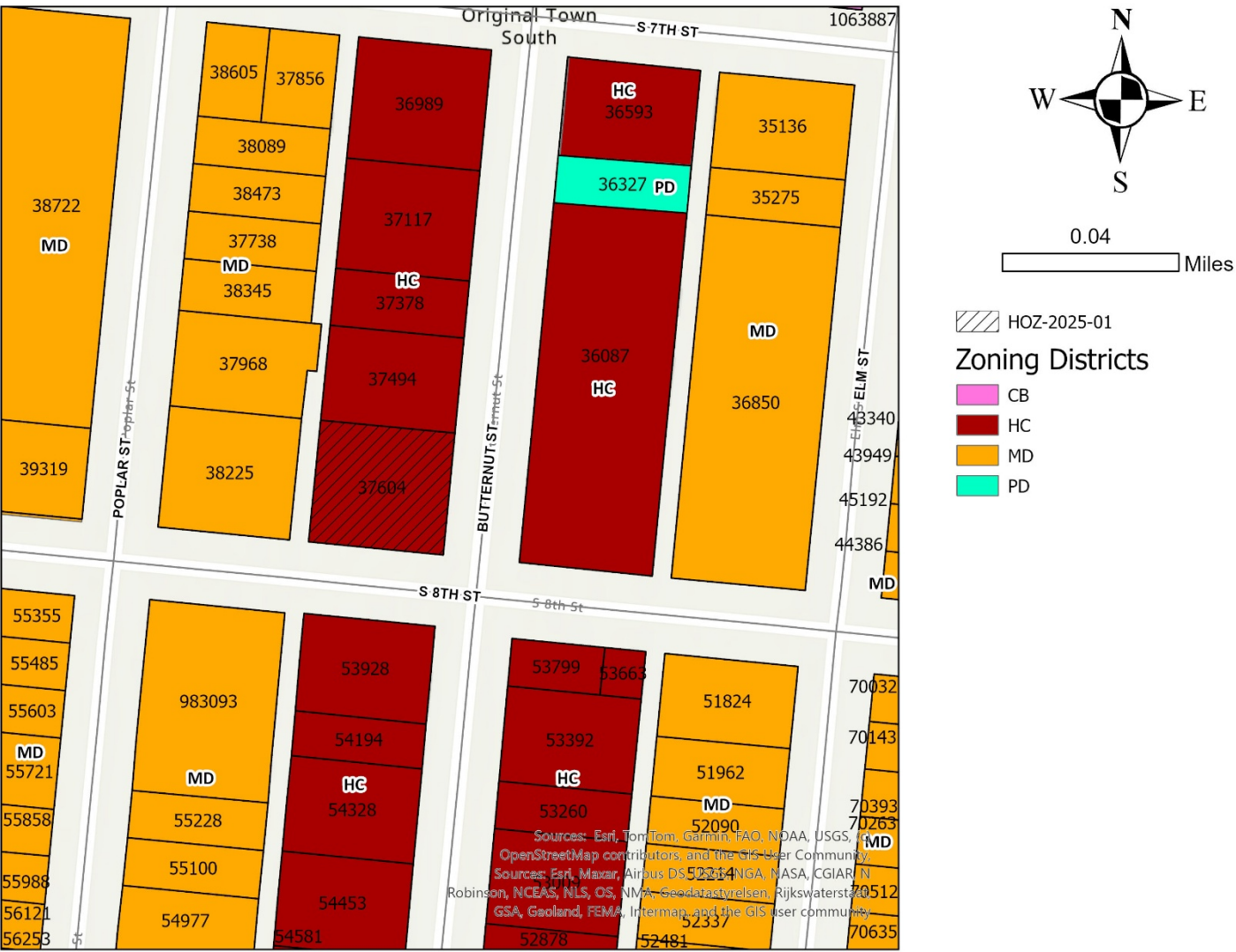
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Miles

HOZ-2025-01

Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
Sources: Esri, Maxar, Airbus DS, Bing, CNES, IGN, INRAE, NASA, CGIAR, N
Robinson, NCEAS, NLS, OS, NMA, Geodatastore, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

ZONING MAP



AERIAL LOCATION MAP

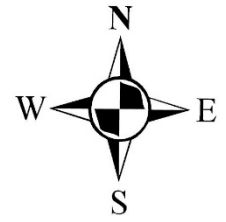


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☐ Miles

 HOZ-2025-01

FLOOD MAP



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Miles

HOZ-2025-01

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 |

Source: Esri, DeLorme, Garmin, FAO, NOAA, USFWS, USGS, OpenStreetMap contributors, and the GIS User Community
Sources: Esri, Garmin, Airbus DS, USGS, NASA, COMNAV, Robinson, NOAA, NIS, USGS, NOAA, Goodstart, Leica, Rijkswaterstaat, GSA, Esri, FEMA, Intermap, and the GIS user community



Historic Overlay Zoning

Owner Name: Junior League of Abilene

Project Address: 774 Butternut, Abilene, Texas 79602

OWNER/AGENT AND AUTHORIZATION

Owner/Agent Name: Junior League of Abilene - Shawna Atkinson, President Elect-Elect

Address: 774 Butternut

City/State/Zip: Abilene, TX 79602

Fax: n/a

Phone: 325-677-1879 or 325-201-1055

Email: presidentelectelect@jrleagueabilene.com

I hereby certify that I am the owner of the property and further certify that the information provided on this 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 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: 10/1/2025

BREIF DESCRIPTION OF PROPERTY AND ITS HISTORIC SIGNIFICANCE:

Please see second page for description and significance.

IS SUBJECT PROPERTY ON THE ABILENE REGISTER OF HISTORIC PROPERTIES?

- ☒ Yes
☐ No
☐ Unsure



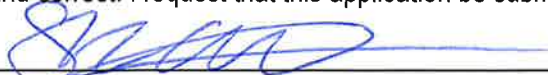
Historic Overlay Zoning

ADDITIONAL INFORMATION

Please attach any information regarding the history of the property, including old photos. Also include a current description and photographs of the property. Staff may request additional information be submitted with the application or prior to the Landmarks Commission meeting.

CERTIFICATION

I have read and completed this application and certify that all information contained therein is complete, true, and correct. I request that this application be submitted to the Landmarks Commission for consideration.



Signature of Owner or Authorized Agent



Date

For Office Use Only

Commission Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Landmarks Commission, Chair

Date

Letter Sent to Taylor Central Appraisal District:

Date: _____ Initials: _____

PAYMENT INFORMATION

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____





HISTORIC OVERLAY REQUEST

Case:	HOZ-2025-01
Owner/Agent:	Junior League of Abilene
Request:	Add Historic Overlay 774 Butternut Street.
Location:	774 Butternut Street
Notification	0 in Favor, 1 in Opposition
Landmarks:	October 28, 2025
Planning & Zoning:	November 4, 2025
Council Hearing:	November 20, 2025 December 4, 2025



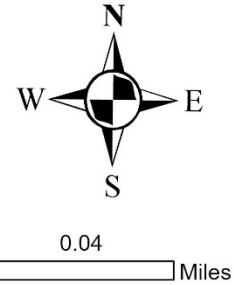


BACKGROUND INFORMATION

The subject residence exhibits typical Prairie School Style architecture, including a two-story frame dwelling with a low-pitched hipped roof and two interior brick chimneys. The exterior walls are brick veneer, and the roof is composition shingles. A hipped roof, supported on massive piers covers a deep 3-bay porch that extends across the front elevation. The primary entrance is set within the center bay porch. The flanking bays have a brick balustrade capped with cast stone coping.

The subject property is located on the National Register of Historic Properties as having significant architectural features of the typical prairie school style from the 1920's. The property is also located on the Abilene Register of Historic Properties.





CITY OF
ABILENE
TEXAS



ZONING MAP



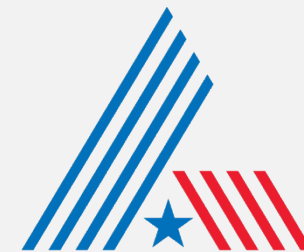
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HOZ-2025-01

Zoning Districts

- CB
- HC
- MD
- PD



CITY OF
ABILENE
TEXAS



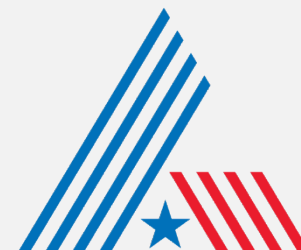
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
T E X A S



HISTORIC PHOTOS OF SUBJECT PROPERTY



Lavinia and George
McDaniel





NOTIFICATION AREA MAP



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Miles

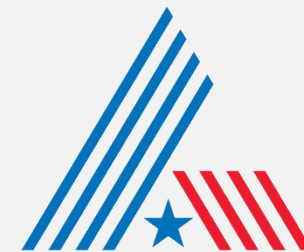
HOZ-2025-01

Notification Area

0 - in Favor - 

1 - in Opposition - 

0.01 % in Opposition



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

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- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
This house has been associated with The Junior League of Abilene since 1976.
- 3. Embodies characteristics distinct to a type, period, or method of construction or architecture.**
The home is included on the National Register of Historic Properties as having significant architectural features of the typical prairie school style from the 1920's
- 4. Is associated with the lives of persons significant in local, regional, state, national, or international history.**
Mr. George McDaniel, the owner, owned a hardware and grocery store at S 2nd and Chestnut. His wife, Mrs. Lavinia McDaniel was a prominent member of various women's clubs in Abilene, including the Daughters of the American Revolution and the Shakespeare Club. Mrs. McDaniel was also named State Woman of the Year by the Golden Rule Foundation of New York in 1948.
- 5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.**
- 6. Represents the works of a master designer, architect, builder, or craftsman.**

The Planning & Zoning Commission recommends approval.





Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **18. Ordinance (First Reading) Z-2025-26; Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 29.26 Acres from Agricultural Open (AO) to General Commercial (GC). Located at 4994x West Lake Road. (Tim Littlejohn)**

GENERAL INFORMATION

This case was originally presented at the September 2nd Planning & Zoning Commission meeting to be rezoned to Light Industrial (LI), where it was tabled by the Commission. The applicant has since amended their request to down zone from LI to General Commercial (GC).

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-1.

ATTACHMENTS:

1. Ordinance (3)
2. Staff Report (6)
3. Application (19)
4. email request to GC (1)
5. Metes & Bound (1)
6. Presentation (8)

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:

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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 20th 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 4th day of December, 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 4th day of December, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 29.26 acres from Agricultural Open (AO) to General Commercial (GC).
Legal description as follows:

BEGINNING AT A 3/8 INCH REBAR (N:6872759.23 E:1592555.54) RECOVERED AT THE INTERSECTION OF THE NORTH LINE OF THE ANDERSON SURVEY NUMBER 81 AND THE WEST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 600 (100' R.O.W.) FOR THE NORTHEAST CORNER OF THE 34.39 ACRE TRACT AND OF THIS 29.26 ACRE TRACT.

THENCE S 23°27'43" WITH THE WEST RIGHT-OF-WAY OF F.M. HIGHWAY 600 FOR A DISTANCE OF 2030.52' TO A REBAR WITH A CAP MARKED "GEOTEX" DESCRIBED IN TAYLOR COUNTY INSTRUMENT NUMBER 2022-11708, FOR THE SOUTHEAST CORNER OF THE 34.39 ACRE TRACT, AND THE SOUTHEAST CORNER OF THIS 29.62 ACRE TRACT.

THENCE S 86°53'13" W WITH THE NORTH LINE OF THE 2 ACRE TRACT FOR A DISTANCE OF 294.95' TO A 1 INCH REBAR RECOVERED ON THE EAST RIGHT-OF-WAY OF NUGENT ROAD (60' R.O.W.) FOR THE NORTHWEST CORNER OF THE 2 ACRE TRACT, THE SOUTHWEST CORNER OF THE 34.389 ACRE TRACT, AND THE SOUTHWEST CORNER OF THIS 29.62 ACRE TRACT.

THENCE N 03°54'02" W WITH THE OCCUPIED EAST RIGHT-OF-WAY OF NUGENT ROAD AND THE WEST LINE OF THE 34.39 ACRE TRACT FOR A DISTANCE OF 1483.64' TO A ½ INCH REBAR WITH A DAMAGED CAP MARKED "HUDSON 4889" RECOVERED FOR THE SOUTHEAST CORNER OF A CALLED 5.12 ACRE TRACT AS DESCRIBED IN TAYLOR COUNTY INSTRUMENT 2011-05340 AND THE MOST WESTERLY NORTHWEST CORNER OF THIS 29.62 ACRE TRACT.

THENCE N 86°12'29" E FOR A DISTANCE OF 346.14' WITH THE SOUTH LINE OF THE 5.12 ACRE TRACT TO A ½" REBAR WITH A CAP MARKED "HUDSON 4889" RECOVERED FOR THE SOUTHEAST CORNER OF THE 5.12 ACRE TRACT AND FOR AN ELL CORNER OF THIS 29.62 ACRE TRACT. FROM THIS POINT, A PINE CORNER POST BEARS N 86°25'30" E AT 60.2'.

THENCE N 05°07'54" E WITH THE EAST LINE OF THIS 5.12 ACRE TRACT FOR A DISTANCE OF 428.97' TO A ½ INCH REBAR RECOVERED ON THE RIGHT CUT BANK OF ELM CREEK FOR THE NORTHEAST CORNER OF THE 5.12 ACRE TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF THIS 29.62 ACRE TRACT.

**THENCE DOWN THE RIGHT TOP BANK OF ELM CREEK
WITH ITS MEANDERS AS FOLLOWS:**

THENCE S 50°59'41" E FOR A DISTANCE OF 104.94'.

THENCE S 57°14'15" E FOR A DISTANCE OF 53.88'.

THENCE S 89°56'26" E FOR A DISTANCE OF 132.22'.

THENCE N 56°37'42" E FOR A DISTANCE OF 11547'

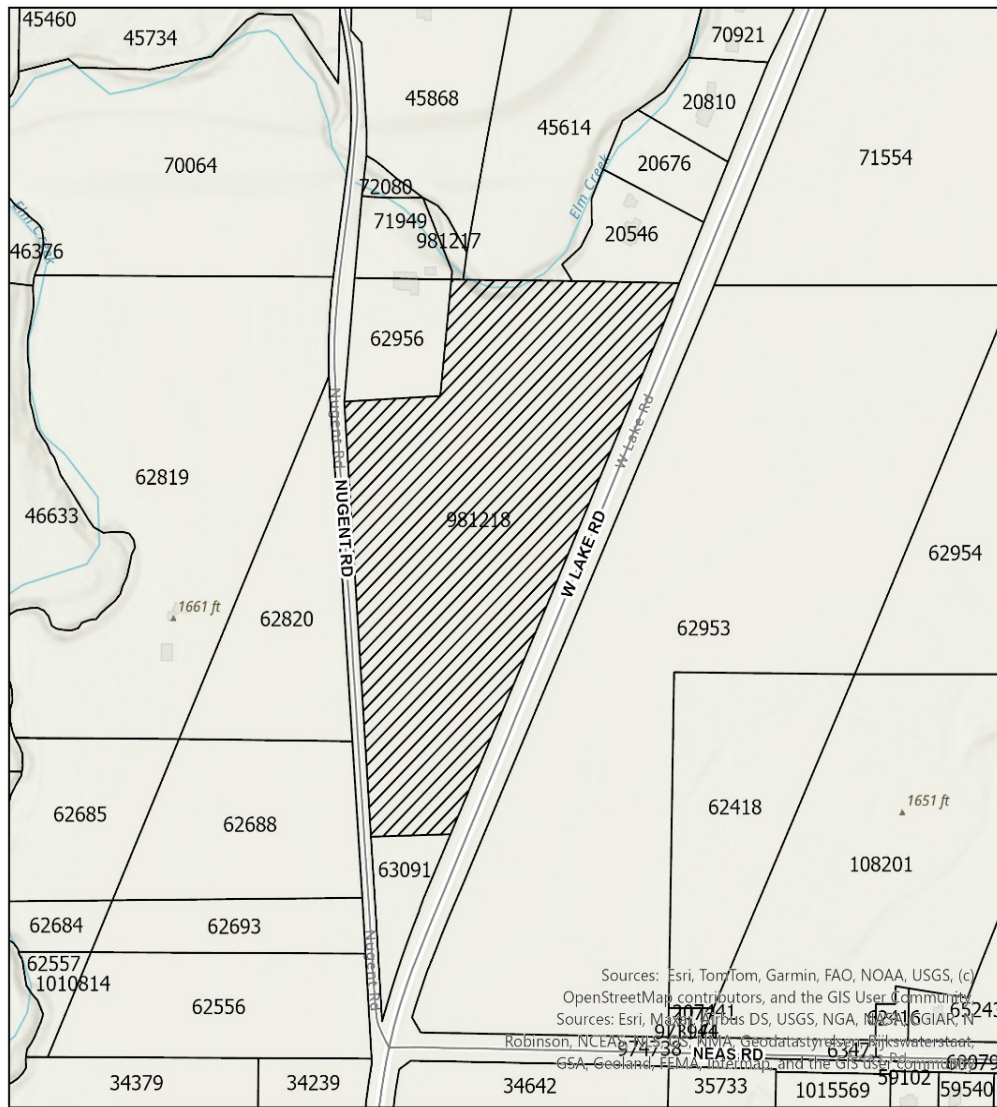
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THENCE S 89°32'18" E WITH THE NORTH LINE OF THE 34.39 ACRE TRACT FOR A DISTANCE OF 393.99' TO THE PLACE OF BEGINNING AND CONTAINING 29.26 ACRES OF LAND.

Survey made on the ground July 9, 2025.

Located at 4994x W Lake Road.



0.1

Miles

 Z-2025-26

END

ZONING CASE

Z-2025-26

STAFF REPORT



Scheduled Hearings

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

Applicant

Agent: Colton Rhodes
Owner: Edward Rhodes

Case Manager

Kera Valois – Planner

Request

Change the zoning of approximately 29.26 acres from Agricultural Open (AO) to General Commercial (GC).

Location

Located at 4994x W Lake Road. Legal description being approximately 29.26 acres out of a 34.39-acre tract of the E. Anderson Survey Number 81, A-1381 and the D. Johnson Survey Number 80, A-1267, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City limits in 1980 as Agricultural Open (AO) and most of the property has remained vacant since. In 2022 a 468 sq ft utility facility was placed on the property.

Amended Request

This case was originally presented at the September 2nd Planning & Zoning Commission meeting to be rezoned to Light Industrial (LI), where it was tabled by the Commission. The applicant has since amended their request to down zone from LI to General Commercial (GC).

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Residence/Vacant Lot
East	AO	Vacant Lot
South	AO/NR	Vacant Lot
West	AO	Residential/Vacant Lot

Criteria Assessment

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

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

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

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

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

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

This property will be subject to platting and site plan review; therefore any and all utilities that are required will be addressed during that time.

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

None known.

The Planning & Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

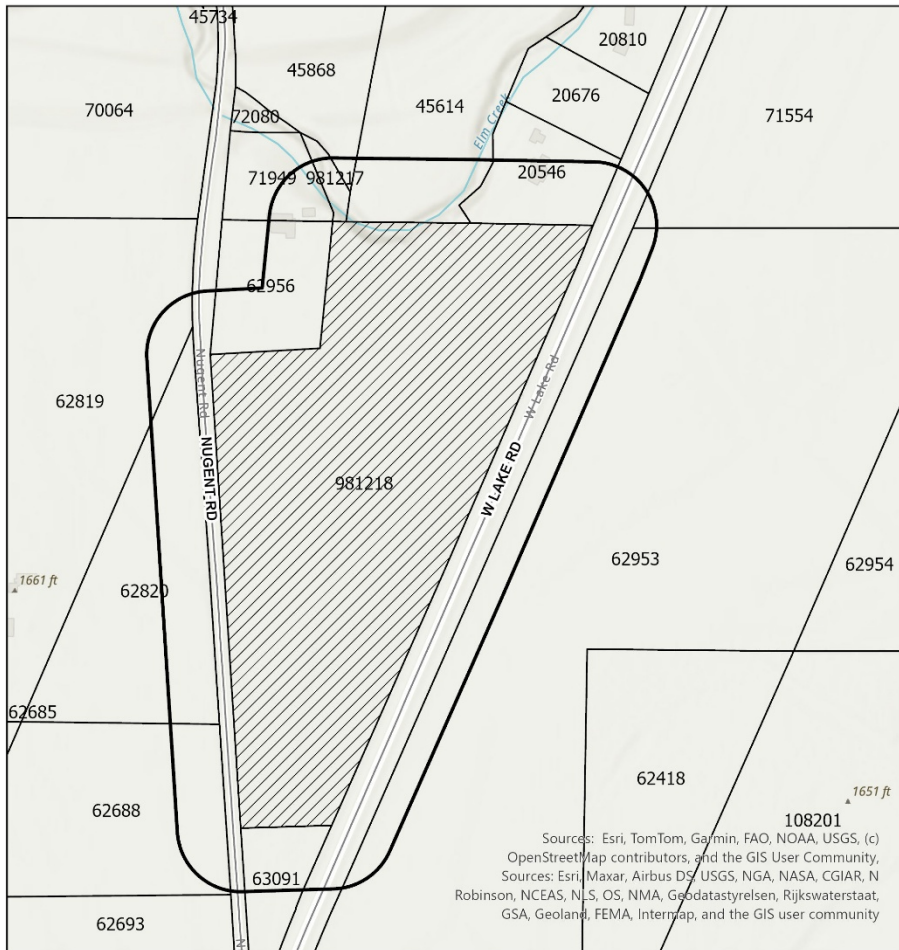
- PowerPoint Presentation
- GC zoning request
- Metes & Bounds
- Application

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 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
BROWN RANDY	20546	5050 W LAKE RD	
ELMORE BRUCE C & M SUE	45868	5249 B NUGENT RD	O
HAMILTON STEPHANIE ROBYN	63091		
HANTMAN JOSEPH M REV TRUST	71554		
HANTMAN JOSEPH M REV TRUST	62953	4995X W LAKE RD	
LEVERETT LYNN A	62956		
LEVERETT LYNN A	71949	5117 NUGENT RD	
MYERS JEREMY B & MARLA M	45614	5335 NUGENT RD	
PRESSWOOD CAROLYN MANLY	62820		O
PRESSWOOD CAROLYN MANLY	62819	4850 NUGENT RD	O
PRESSWOOD DEBORAH JIM	62688		
RHODES EDWARD DUSTY	981217		
RHODES EDWARD DUSTY	981218	4994X W LAKE RD	applicant

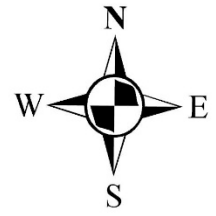
NOTIFICATION MAP



0.1 Miles

- Z-2025-26
- Notification Area

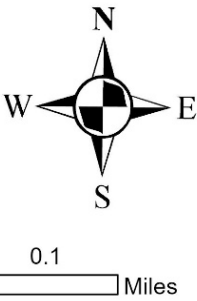
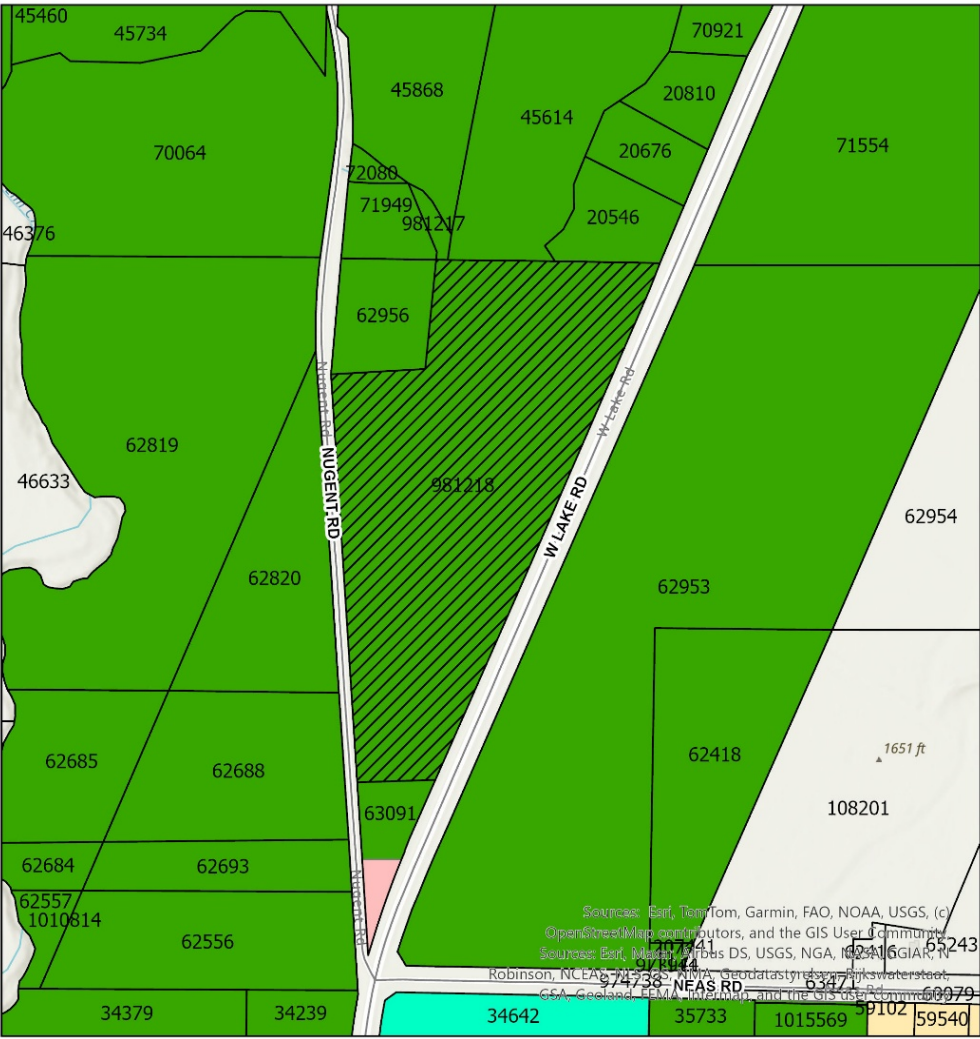
LOCATION MAP



0.1

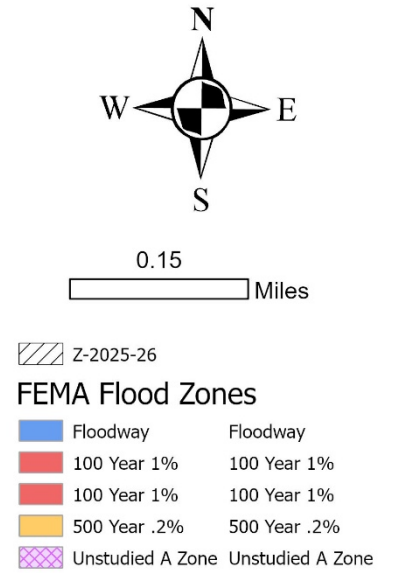
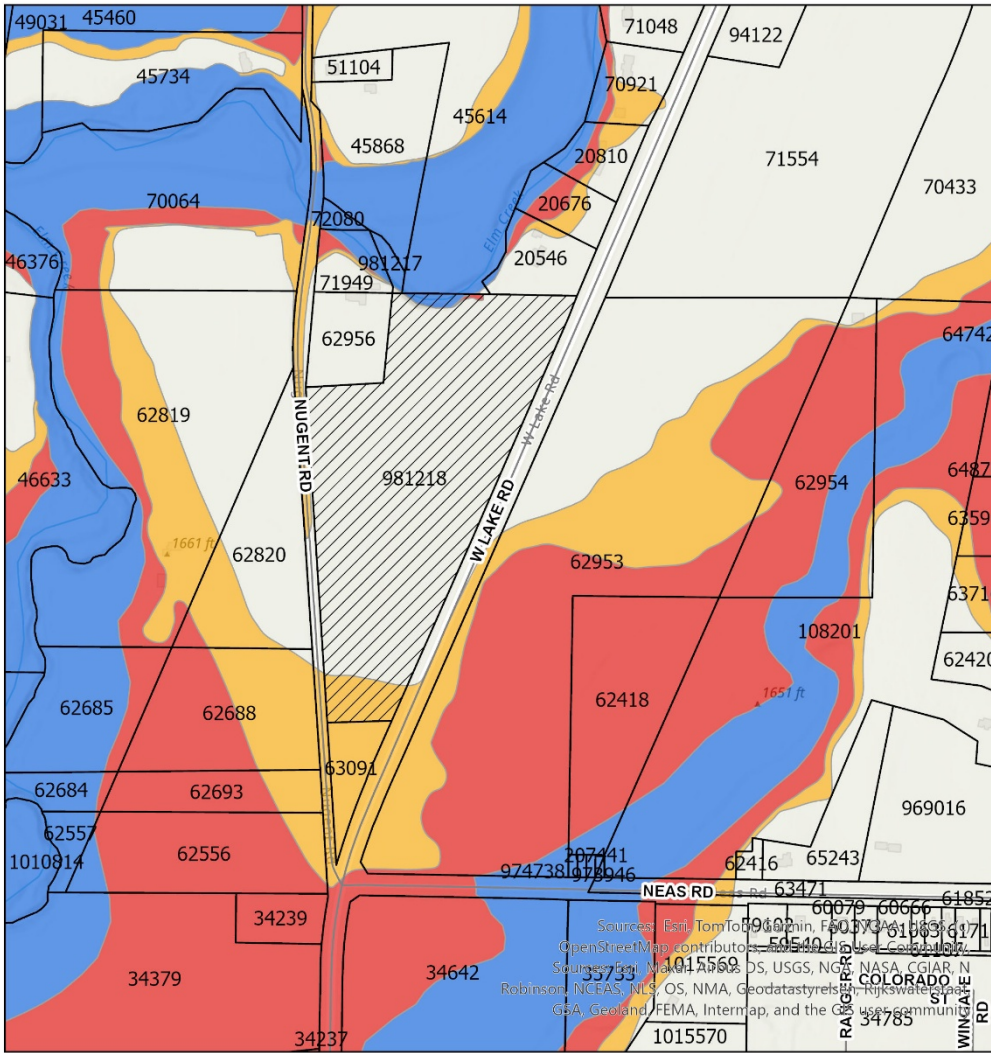
☐ Miles Z-2025-26

ZONING MAP



- Z-2025-26
- Zoning Districts**
- AO
 - MH
 - NR
 - PD

FLOOD 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: 4944 X W Lake Rd Number of Lots: 1 Acreage: ~~10.27~~ 29.27 ac
 Legal Description: A 1381 SUR 81 EPHRAIM ANDERSON
 Subdivision Name: A 1381 Block: A 1381 Lot: _____
 Current Zoning: AO Proposed Zoning (if applicable): LI

OWNER AND AUTHORIZATION

Owner Name: Edward Dusty Rhodes
 Address: 1150 Estates Dr Suite D
 City, State, Zip: Abilene, TX 79602 Fax: _____
 Phone: 325-665-0015 Email: erhodes58@aol.com
 Agent Name: Colton Rhodes
 Address: 15935 Longvista Dr
 City, State, Zip: Dallas, TX 75248 Fax: _____
 Phone: 325-660-2636 Email: coltonwrhodes@gmail.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: Edward D. Rhodes Date: 6-19-25

FOR OFFICE USE ONLY

Received: 6-20-25 Fee: \$ 1,500 Receipt No.: _____
 Case No.: _____ chk #919 Reviewed By: [Signature]

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

Development of industrial park to serve Abilene's local + regional companies and growing energy/data demand.

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

Owner Authorization and Representative Designation

Property Description

Subdivision: A 1381 Sur 81 Ephraim Anderson Total Number of Acres: 29
 Zoning Classification(s): AO to be LI Total Number of Lots: 1
 Location: W Lake + Nugent Rd

Property Owner Information & Authorization

Name/Company: Edward DUSTY Rhodes
 Address: 1150 Estates Dr Suite D
 City: Abilene State: Texas Zip Code: 79602
 Phone: 325-665-0015 Email: ~~erhodes58@aol.com~~ erhodes58@aol.com

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Colton Rhodes (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.

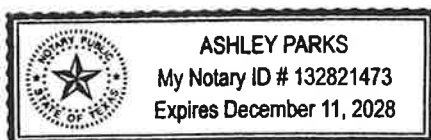
Property Owner's Signature: Edward D. Rhodes Date: 6/13/2025

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Colton Rhodes
 (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 13 day of June, 2025



Ashley Parks
 NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Colton Rhodes Company: Lee & Associates
 Address: 15935 Long Vista Dr City: Dallas State: Texas
 Zip Code: 75248 Number: 325-660-2636 Email: Coltonwrhodes@gmail.com
erhodes58@aol.com

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.

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): Colton Rhodes

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: Colton W. Rhodes

*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

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: 
DATE: 6/13/2025



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 June 13th, 2025

SIGNED: 

*(cross out the inapplicable phrase)

29ac Tract Nugent Rd & FM 600

From Colton Rhodes <crhodes@lee-associates.com>

Date Tue 9/30/2025 10:35 AM

To Teegardin, Mason <Mason.Teegardin@abilenetx.gov>

Cc Valois, Kera <Kera.Valois@abilenetx.gov>; Ed Rhodes <erhodes58@aol.com>; Clint Rosenbaum <clint@rosenbaumeng.com>

Mason,

Per our conversations, lets go ahead and change this rezone case to GC instead of LI.

Let me know if you need anything from us going forward.

Also – can you remind me when the November meeting would be for this case?

Thanks!

Colton Rhodes

Principal

Lee & Associates | Dallas/Fort Worth

D 972.934.4017

C 325.660.2636

crhodes@lee-associates.com



COMMERCIAL REAL ESTATE SERVICES

[Information About Brokerage Services](#)

14950 Quorum Drive | Suite 100
Dallas, TX 75254

[View My Listings](#)



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Electronic Communication: This email shall stand alone and cannot be consolidated or integrated with other correspondences to form a contract.

SHEPPARD SURVEYING CO.,
INC
1013 ENERGY DRIVE
ABILENE, TX 79602
+13256956277
sheppard-survey@sheppard-
survey.com

Invoice 9647



BILL TO
Colton Rhodes
Colton Rhodes

DATE
07/14/2025

PLEASE PAY
\$4,295.21

DUE DATE
08/13/2025

WO #
25-2965

ACTIVITY	DESCRIPTION	AMOUNT
BOUNDARY-SURVEY	METES AND BOUNDS DESCRIPTION OF 29.26 ACRES OF LAND OUT OF AN ORIGINAL 34.39 ACRE TRACT BEING OUT OF THE E. ANDERSON SURVEY NUMBER 81, A-1381 AND THE D. JOHNSON SURVEY NUMBER 80, A-1267, BEING THE SAME LAND AS DESCRIBED IN TAYLOR COUNTY INSTRUMENT NO. 2011-0534, OFFICIAL PUBLIC RECORDS OF TAYLOR COUNTY, TEXAS	3,967.86T

TAYLOR COUNTY, TEXAS
THANK YOU FOR YOUR BUSINESS

SUBTOTAL	3,967.86
TAX	327.35
TOTAL	4,295.21

Pay invoice

TOTAL DUE	\$4,295.21
-----------	-------------------

THANK YOU.



SHEPPARD SURVEYING COMPANY, INC.

TBPELS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

STATE OF TEXAS TAYLOR COUNTY

METES AND BOUNDS DESCRIPTION OF 29.26 ACRES OF LAND OUT OF AN ORIGINAL 34.39 ACRE TRACT BEING OUT OF THE E. ANDERSON SURVEY NUMBER 81, A-1381 AND THE D. JOHNSON SURVEY NUMBER 80, A-1267, BEING THE SAME LAND AS DESCRIBED IN TAYLOR COUNTY INSTRUMENT NO. 2011-0534, OFFICIAL PUBLIC RECORDS OF TAYLOR COUNTY, TEXAS.

BEGINNING AT A 3/8 INCH REBAR (N:6872759.23 E:1592555.54) RECOVERED AT THE INTERSECTION OF THE NORTH LINE OF THE ANDERSON SURVEY NUMBER 81 AND THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 600 (100' R.O.W.) FOR THE NORTHEAST CORNER OF THE 34.39 ACRE TRACT AND OF THIS 29.26 ACRE TRACT.

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WITH ITS MEANDERS AS FOLLOWS:**

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THENCE N 56°37'42" E FOR A DISTANCE OF 115.47'.

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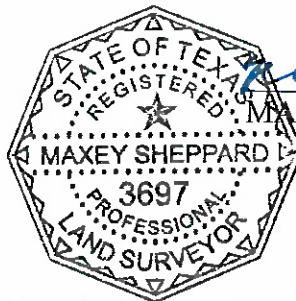
THENCE S 40°56'27" E WITH THE NORTH LINE OF THE 34.39 ACRE TRACT FOR A DISTANCE OF 50.07' TO A 3/8 INCH REBAR RECOVERED FOR AN ELL CORNER OF THE 34.39 ACRE TRACT AND AN ELL CORNER OF THIS 29.62 ACRE TRACT.

THENCE S 89°32'18" E WITH THE NORTH LINE OF THE 34.39 ACRE TRACT FOR A DISTANCE OF 393.99' TO THE PLACE OF BEGINNING AND CONTAINING 29.26 ACRES OF LAND.

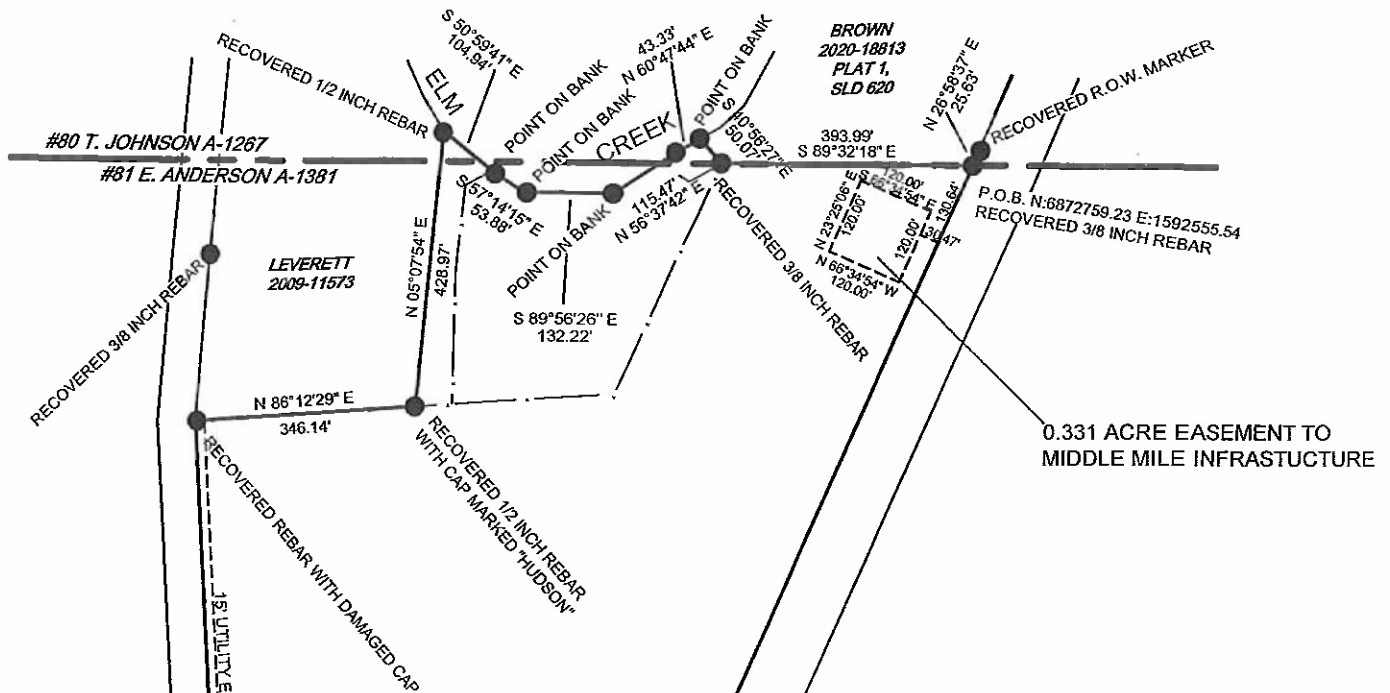
NOTE: ALL BEARINGS AND DISTANCES ARE GRID NAD 83, TXNC ZONE 4202, BASED UPON ALTERRA NETWORK.

FIELD PERSONNEL GEORGE JOSTEN AND STEVEN CUSTRED

I, MAXEY SHEPPARD, A REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FORGOING DESCRIPTION AND ATTACHED PLAT REPRESENT A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION ON THE 9TH DAY OF JULY 2025.



Maxey Sheppard
MAXEY SHEPPARD, RPLS 3697



29.26 Acres

RHODES
2011-05340

SKETCH OF A 29.26 ACRE TRACT
BEING OUT OF A 34.39 ACRE TRACT
LOCATED IN THE E. ANDERSON
SURVEY NUMBER 81, A-1381, AND
THE D. JOHNSON SURVEY NUMBER
80, A-1267, TAYLOR COUNTY, TEXAS

SEE ATTACHED METES AND BOUNDS DESCRIPTION

NOTE: BEARINGS AND DISTANCES ARE
GRID NAD 83 TXNC 4202 FROM RTK NETWORK
UNLESS OTHERWISE STATED, THIS SURVEY WAS COMPLETED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT. THERE MAY BE OTHER UTILITIES OR
EASEMENTS BEYOND THOSE SHOWN.

SHEPPARD SURVEYING CO. INC. 1013 ENERGY DRIVE. ABILENE TX, 79602
VOICE 325-693-6277 TBPELS FIRM # 100277-00 www.sheppard-surveying.com

SCALE: 1"=300'

COMBINED GRID SCALE FACTOR = 0.999979

STATE PLANE COORDINATES
TXNC ZONE 4202

GEOID MODEL: CONUS99

PAGE 1 OF 1

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SHEPPARD SURVEYING CO. INC.
ALL RIGHTS RESERVED

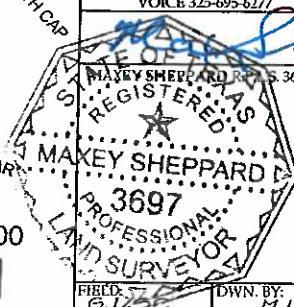
GPS FILE NAME:
COA FIRE TRAIN CNTR
COORDINATE FILE NAME:
COA FIRE TRAIN CNTR.DWG.dwg

DATE: 07/11/2025

REVISION DATE:

DRAWING FILE NAME:
RHODES 29 AC.dwg

WORK ORDER # 25-2965



SHEPPARD
SURVEYING

0 300 600 900



REZONE REQUEST

Case: Z-2025-26

Agent: Colton Rhodes

Request: Change the zoning of approximately 29.26 acres from Agricultural Open (AO) to General Commercial (GC).

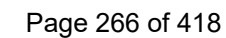
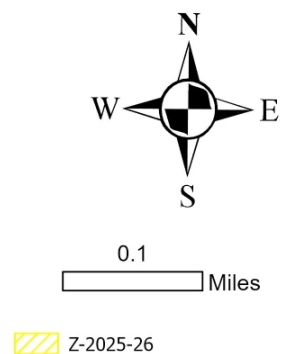
Location: Located 4994x W Lake Road

Notification: 0 in Favor, 3 in Opposition

Planning & Zoning: November 4, 2025

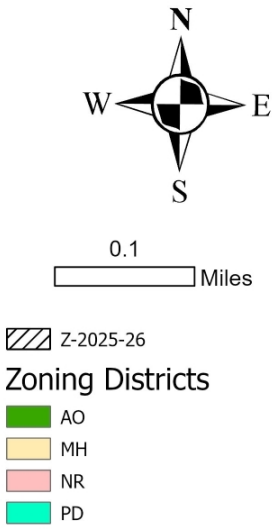
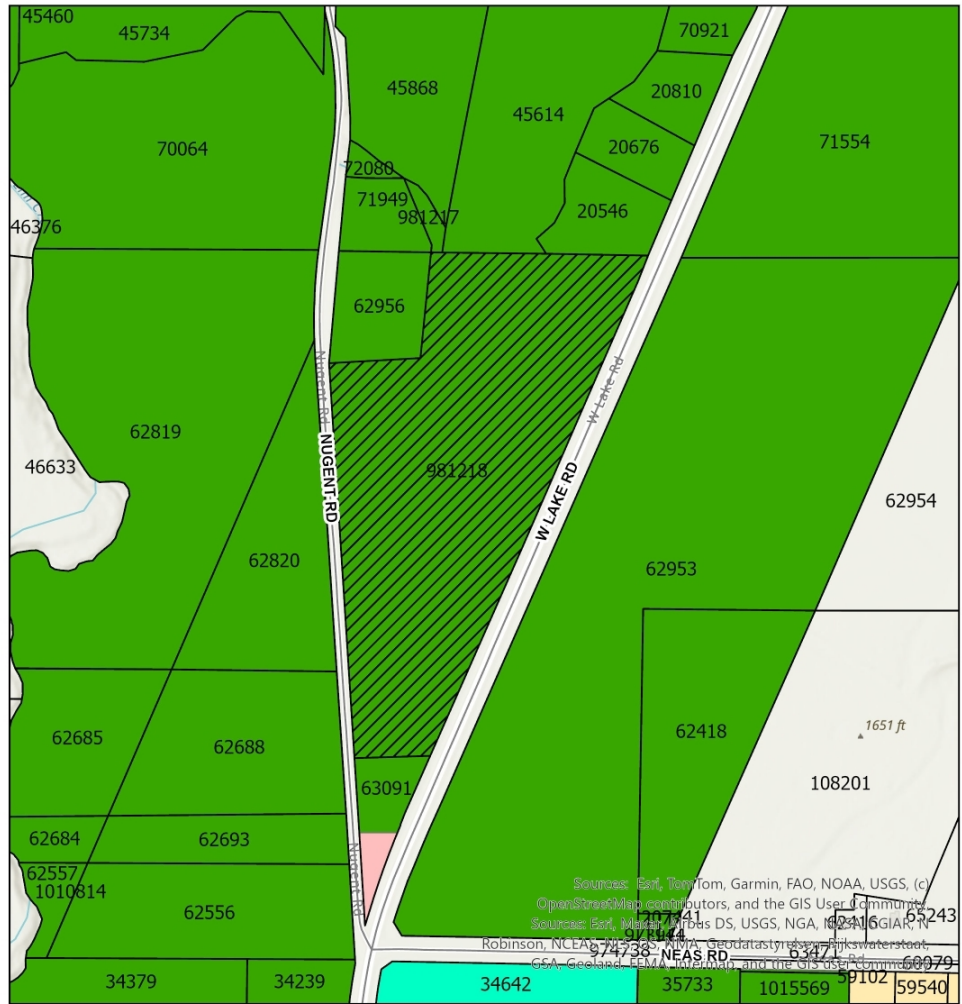
Council Hearing: November 20, 2025
December 4, 2025







ZONING MAP





PROPERTY VIEWS



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 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

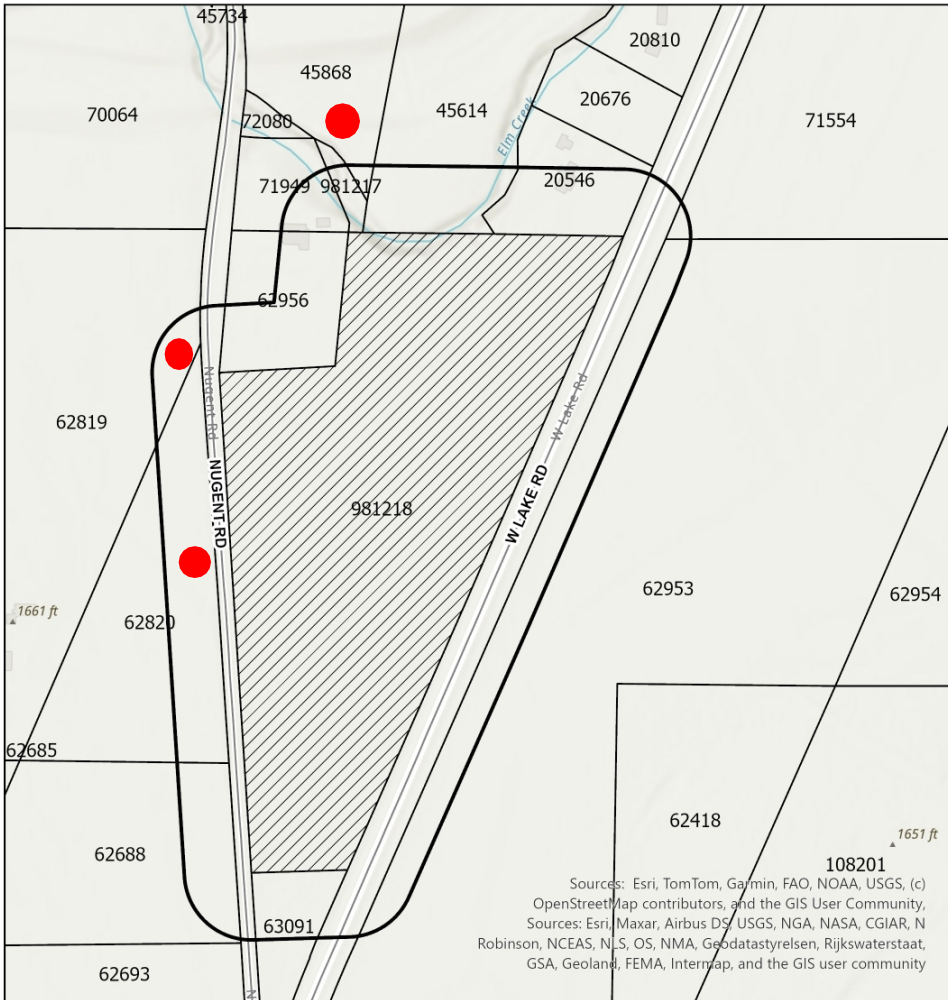
LEGEND

- 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





NOTIFICATION AREA MAP



0.1

Miles

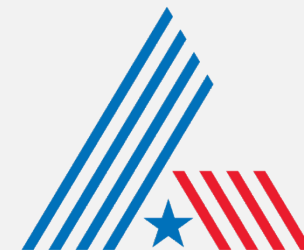
Z-2025-26

Notification Area

0 - in Favor - 

3 - in Opposition - 

16.88% in Opposition



CITY OF
ABILENE
TEXAS



PREVIOUS REQUEST

This case was originally presented at the September 2nd Planning & Zoning Commission meeting to be rezoned to Light Industrial (LI), where it was tabled by the Commission. The applicant has since amended their request to down zone from LI to General Commercial (GC).





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
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **19. Ordinance (First Reading) Z-2025-39: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 9.44 Acres from General Retail (GR) to General Commercial (GC) Zoning. Located at 1204 Grape Street. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the City in 1895. The building was built in 1955 and has been in operation as a shopping center, housing various businesses since. The owner intends to keep the current businesses and remodel a portion of the building on the northern side of the property to serve as climate-controlled self-storage units.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (4)
2. Staff Report (7)
3. Application (20)
4. 1250 Merchant St - Favor
5. Presentation (9)

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 20th 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 4th day of December, 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 4th day of December, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 9.44 acres from General Retail (GR) to General Commercial (GC) zoning.

Legal description as follows:

Tract A (5.2289 Acres)

Being 5.2289 acres of land out of the North part of Lot 126, Block A, C.W. & M.E. Merchants Homestead Subdivision, of record in Cabinet 2, Slide 371-C, Plat records of Taylor County Texas, and said 5.2289 acres being more fully described as follows:

Beginning at a found ½” rebar for the Northwest corner of said Lot 126 and the Northwest corner of this tract:

Thence S89°32’51” E, along the South line of North 14th street and the North line of said Lot 126, a distance of 506.14’ to a found 1/2” rebar with a cap, for the Northwest corner of Lot 225 of Merchant Grape Subdivision, of record in Cabinet 4, slide 4, Plat Records of Taylor County, Texas, and the Northerly Northeast corner of this tract:

Thence S05°31’43” W a distance of 199.9’ to a found 3/8” rebar for the Southwest corner of Lot 226, Merchant Grape Subdivision and an interior corner of this tract;

Thence S89°32’18” E a distance of 139.91’ to a found 3/8” rebar, on the West line of Grape Street, for the Southeast corner of said Lot 226 and the Easterly Northeast corner of this tract;

Thence S05°33’12” W, along the West line of said Grape Street, a distance of 196.13’ to a set ½” rebar with a cap, marked “ESTES 5003”, for the Northeast corner of Tract B (4.219 acres) surveyed this same date, and the Southeast corner of this tract;

Thence N89°32’51” W a distance of 643.11’ to a set ½” rebar with a cap, marked “ESTES 5003”, on the East line of Merchant Street, for the Northwest corner of said Tract B and the Southwest corner of this tract;

Thence N01°24’02” E, along the East line of said Merchant Street, a distance of 94.25’ to a found ½” rebar with a cap for an exterior corner of this tract;

Thence N06°24’02” E, along the East line of said Merchant Street, a distance of 301.87’ to the point of beginning and containing 5.2289 acres of land more or less.

Tract B (4.219 Acres)

Being 4.219 acres out of the South part of Lot 126, Block A, C.W. & M.E. Merchants Homestead Subdivision, of record in Cabinet 2, Slide 371-C, Plat records of Taylor County Texas, and said 4.219 acres being more fully described as follows:

Beginning at a point, on the North line of North 12th Street and the East line of Merchant Street, for the Southwest corner of said Lot 126 and the Southwest corner of this tract, from which a found 3/8” rebar bears S70°33’10” W 3.6’;

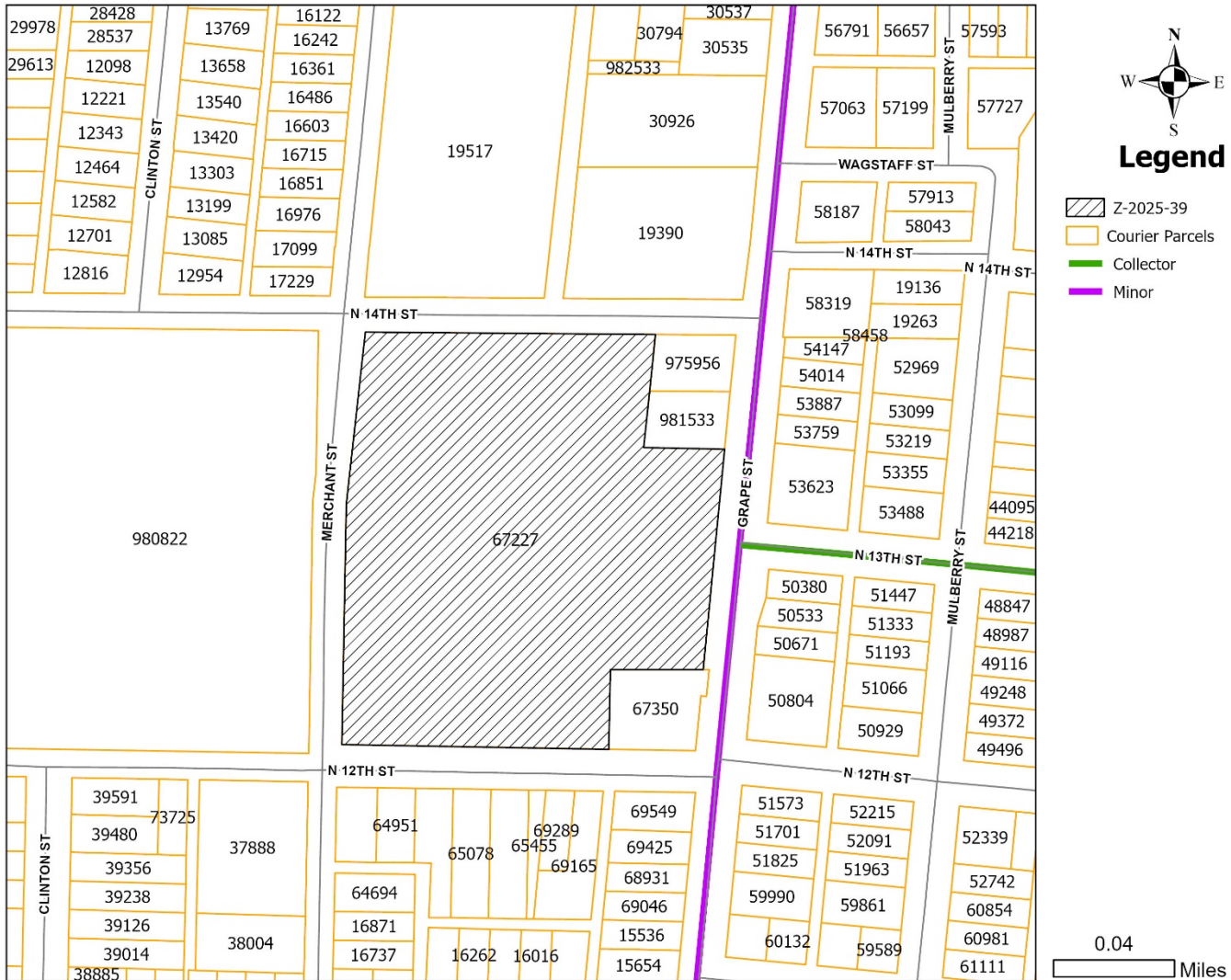
Thence N01°24’02” E, along the East line of said Merchant Street, a distance of 324.85’ to a set ½” rebar with a cap, marked “Estes 5003”, for the Southwest corner of Tract A, surveyed this same date and the Northwest corner of this tract;

Thence S89°32’51” E a distance of 643.11’ to a set ½” rebar with a cap, marked “ESTES 5003”, on the West line of Grape Street, for the Southeast corner of said Tract A and the Northeast corner of this tract;

Thence S05°33’12” W, along West line of said Grape Street a distance of 190.0’ to a set 1/2” rebar with a cap, marked “ESTES 5003”, on the North line of Lot 124, of record in Cabinet 1, Slide 280, Plat Records of Taylor County, Texas, and the Easterly Southeast corner of this tract;

Thence N88°51'23" W a distance of 174.7' to a found 60D nail, in Asphalt paving, for the Northwest corner of said Lot 124 and an interior corner of this tract;
Thence S02°08'45" W a distance of 142.11' to a set ½" rebar with a cap, marked "ESTES 5003", on the West line of said Lot 124, for the Southerly Southeast corner of this tract;
Thence N88°59'27" W, along the North line of said North 12th Street, a distance of 460.51' to the point of beginning, containing 4.219 acres of land, more or less.

Located at 1204 Grape Street.



-END-

ZONING CASE

Z-2025-39

STAFF REPORT



Scheduled Hearings

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

Applicant

Agent: Everest Design Group
Owner: JMK5 Abilene, LLC

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 9.44 acres from General Retail (GR) to General Commercial (GC).

Location

Located at 1204 Grape Street. Legal description being Lot 126, Block A, C.W & M.E Merchants Homestead Subdivision, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City in 1895. The building was built in 1955 and has been in operation as a shopping center, housing various businesses since. The owner intends to keep the current businesses and remodel a portion of the building on the northern side of the property to serve as climate-controlled self-storage units.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR&MD	Residence & Nursing Home
East	GR	Residence
South	MD	Residence
West	MD	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 in the immediate 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.

All services are provided.

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

None known.

The Planning and 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 October 17, 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 IND SCHOOL DIST	980822	1250 MERCHANT ST	F
ABILENE IND SCHOOL DIST	980822	1301 CLINTON ST	F
AGUILAR JONATHAN &	69165	1729 N 12TH ST	
BATTEN PATRICK G	37888	1166 MERCHANT ST	
C&E STORAGE LLC	69549	1158 GRAPE ST	
CHAVIRA PEDRO	54147	1349 GRAPE ST	
CROSSTONE PROPERTIES LLC	975956	1350 GRAPE ST	
CROSSTONE PROPERTIES LLC	981533	1336 GRAPE ST	
GRACE & MERCY COMMUNITY CHURCH OF ABILENE	19390	1402 GRAPE ST	
HEBEL ROSE MARY	65455		
HEBEL ROSE MARY	69289	1733 N 12TH ST	
HUSKIN JEREMY JAMES	54014	1341 GRAPE ST	
HUSKIN JEREMY JAMES	53887	1333 GRAPE ST	
JIN SUN SEK	50380	1245 GRAPE ST	
JIN SUN SEK	50533	1229 GRAPE ST	
JIN SUN SEK	50533	1241 GRAPE ST	
JMK5 ABILENE LLC	67227	1204 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1220 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1234 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1226 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1210 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1236 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1224 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1232 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1228 GRAPE ST	Applicant

JMK5 ABILENE LLC	67227	1240X GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1238 GRAPE ST	Applicant
KX WEALTH FUND I LLC	68931	1142 GRAPE ST	
KX WEALTH FUND I LLC	69425	1150 GRAPE ST	
M BAIG 897 LLC	53623	1309 GRAPE ST	
MUKUNDI LLC	64827	1781 N 12TH ST	
MUKUNDI LLC	64827	1783 N 12TH ST	
MUKUNDI LLC	64951	1773 N 12TH ST	
PARKS NAOMA C	65203	1765 N 12TH ST	
PARKS NAOMA LF EST	65078	1757 N 12TH ST	
PORTILLO DAVID GOMEZ	17099	1410 MERCHANT ST	
ROGERS BENNIE BOB HOUSTON ET AL	65324	1749 N 12TH ST	
SANTOS OSCAR MANUEL BADILLO &	17229	1402 MERCHANT ST	
SKINNYS LLC	67350	1202 GRAPE ST	
TATUM EDWIN LEE	16976	1418 MERCHANT ST	
VINSON LANNY ROSS	50671	1223 GRAPE ST	
VINSON LANNY ROSS	50671	1227 GRAPE ST	
VINSON LANNY ROSS	50804	1201 GRAPE ST	
VINSON LANNY ROSS	50804	1217 GRAPE ST	
WILSON SUSIE VIRGINIA	53759	1325 GRAPE ST	
WM 41 ABILENE RE LLC	19517	1751 N 15TH ST	

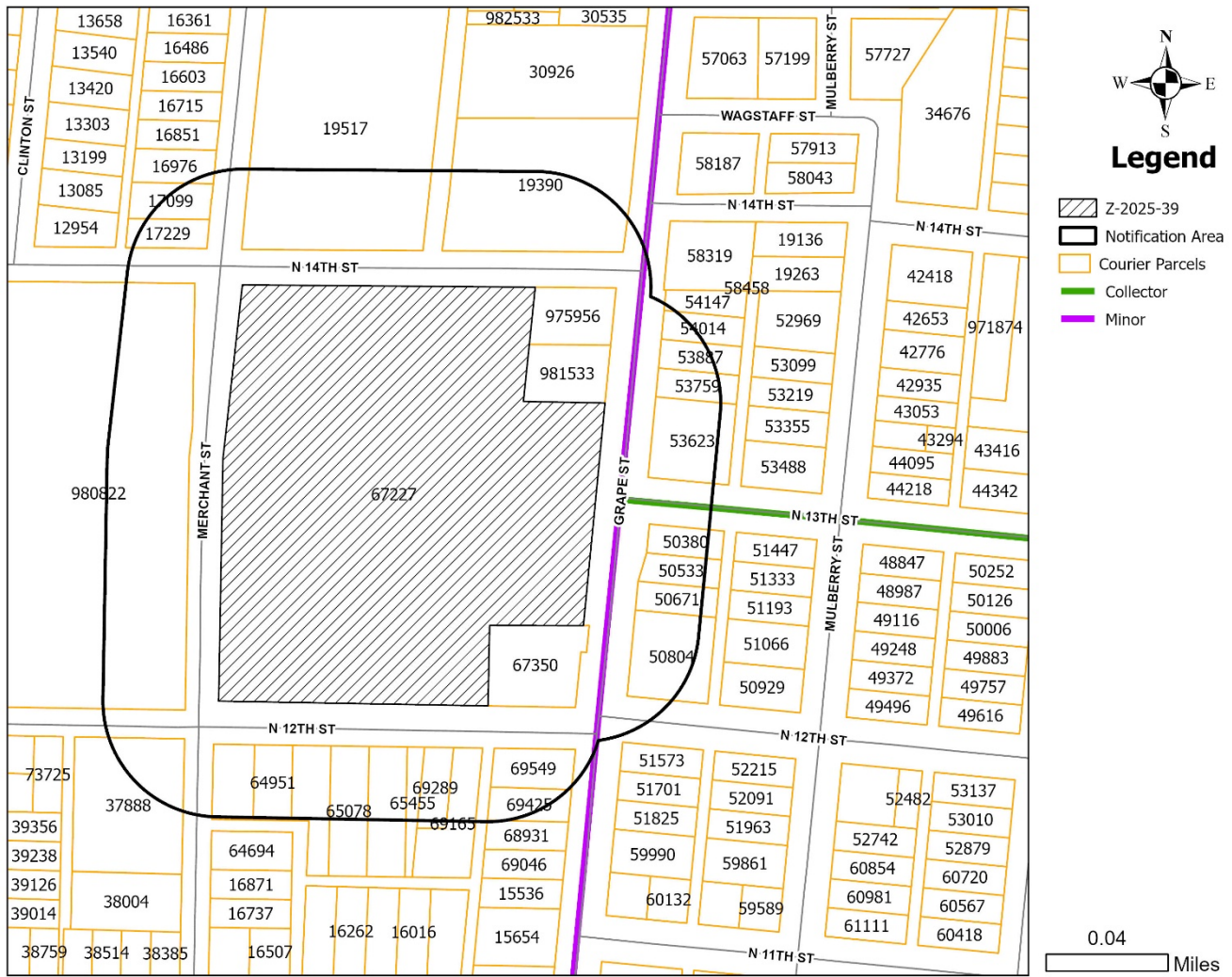
PROPERTY ID

Legend: O - Opposed, F - In Favor

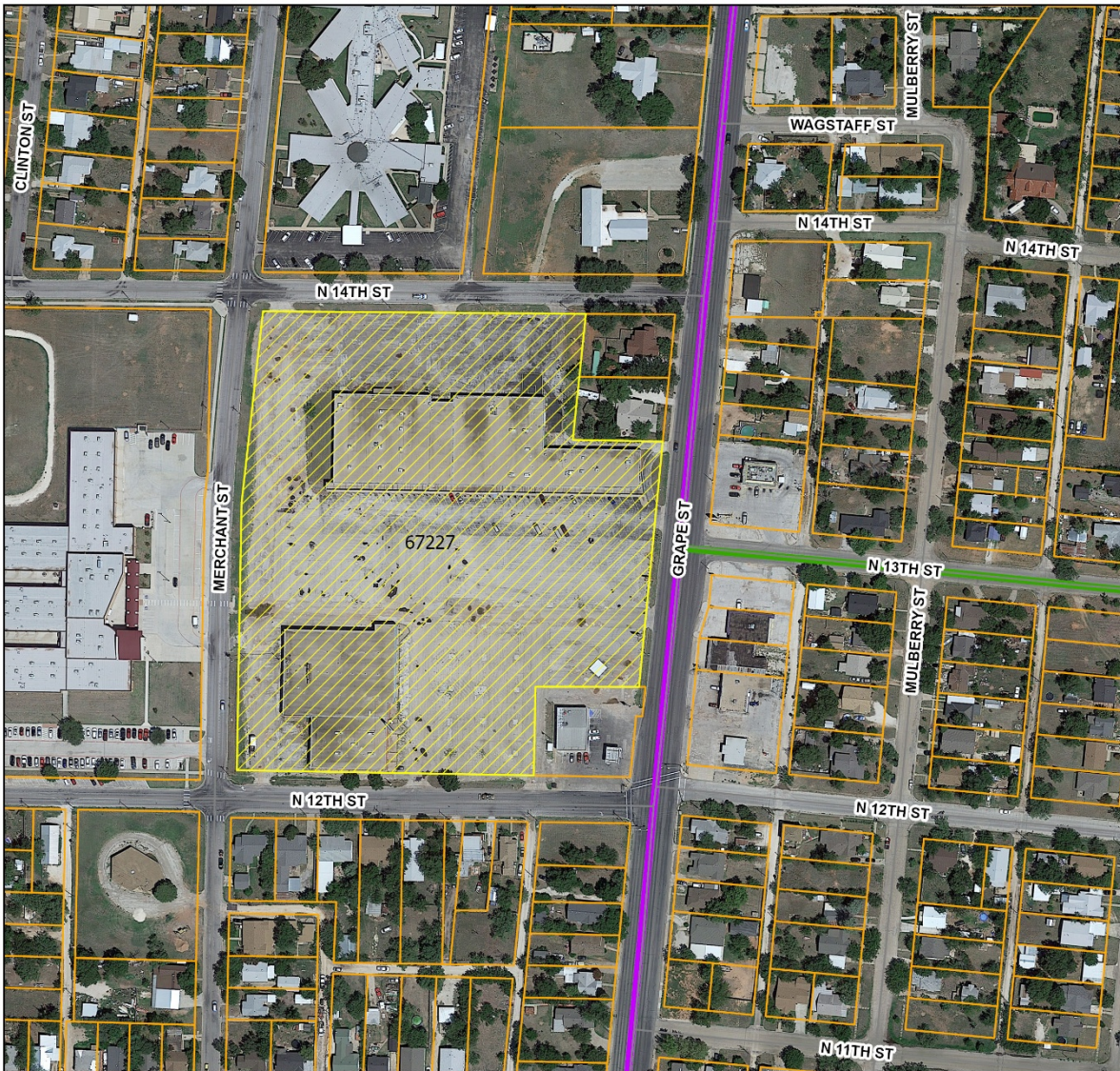
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
TATUM EDWIN LEE	16976	1418 MERCHANT ST	
PORTILLO DAVID GOMEZ	17099	1410 MERCHANT ST	
SANTOS OSCAR MANUEL BADILLO &	17229	1402 MERCHANT ST	
GRACE & MERCY COMMUNITY CHURCH OF ABILENE	19390	1402 GRAPE ST	
WM 41 ABILENE RE LLC	19517	1751 N 15TH ST	
BATTEN PATRICK G	37888	1166 MERCHANT ST	
JIN SUN SEK	50380	1245 GRAPE ST	
JIN SUN SEK	50533	1229 GRAPE ST	
JIN SUN SEK	50533	1241 GRAPE ST	
VINSON LANNY ROSS	50671	1223 GRAPE ST	
VINSON LANNY ROSS	50671	1227 GRAPE ST	
VINSON LANNY ROSS	50804	1201 GRAPE ST	
VINSON LANNY ROSS	50804	1217 GRAPE ST	
M BAIG 897 LLC	53623	1309 GRAPE ST	
WILSON SUSIE VIRGINIA	53759	1325 GRAPE ST	
HUSKIN JEREMY JAMES	53887	1333 GRAPE ST	
HUSKIN JEREMY JAMES	54014	1341 GRAPE ST	
CHAVIRA PEDRO	54147	1349 GRAPE ST	
MUKUNDI LLC	64827	1781 N 12TH ST	
MUKUNDI LLC	64827	1783 N 12TH ST	
MUKUNDI LLC	64951	1773 N 12TH ST	
PARKS NAOMA LF EST	65078	1757 N 12TH ST	
PARKS NAOMA C	65203	1765 N 12TH ST	
ROGERS BENNIE BOB HOUSTON ET AL	65324	1749 N 12TH ST	
HEBEL ROSE MARY	65455		

JMK5 ABILENE LLC	67227	1204 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1220 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1234 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1226 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1210 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1236 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1224 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1232 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1228 GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1240X GRAPE ST	Applicant
JMK5 ABILENE LLC	67227	1238 GRAPE ST	Applicant
SKINNYS LLC	67350	1202 GRAPE ST	
KX WEALTH FUND I LLC	68931	1142 GRAPE ST	
AGUILAR JONATHAN &	69165	1729 N 12TH ST	
HEBEL ROSE MARY	69289	1733 N 12TH ST	
KX WEALTH FUND I LLC	69425	1150 GRAPE ST	
C&E STORAGE LLC	69549	1158 GRAPE ST	
CROSSTONE PROPERTIES LLC	975956	1350 GRAPE ST	
ABILENE IND SCHOOL DIST	980822	1250 MERCHANT ST	F
ABILENE IND SCHOOL DIST	980822	1301 CLINTON ST	F
CROSSTONE PROPERTIES LLC	981533	1336 GRAPE ST	

NOTIFICATION MAP



LOCATION MAP

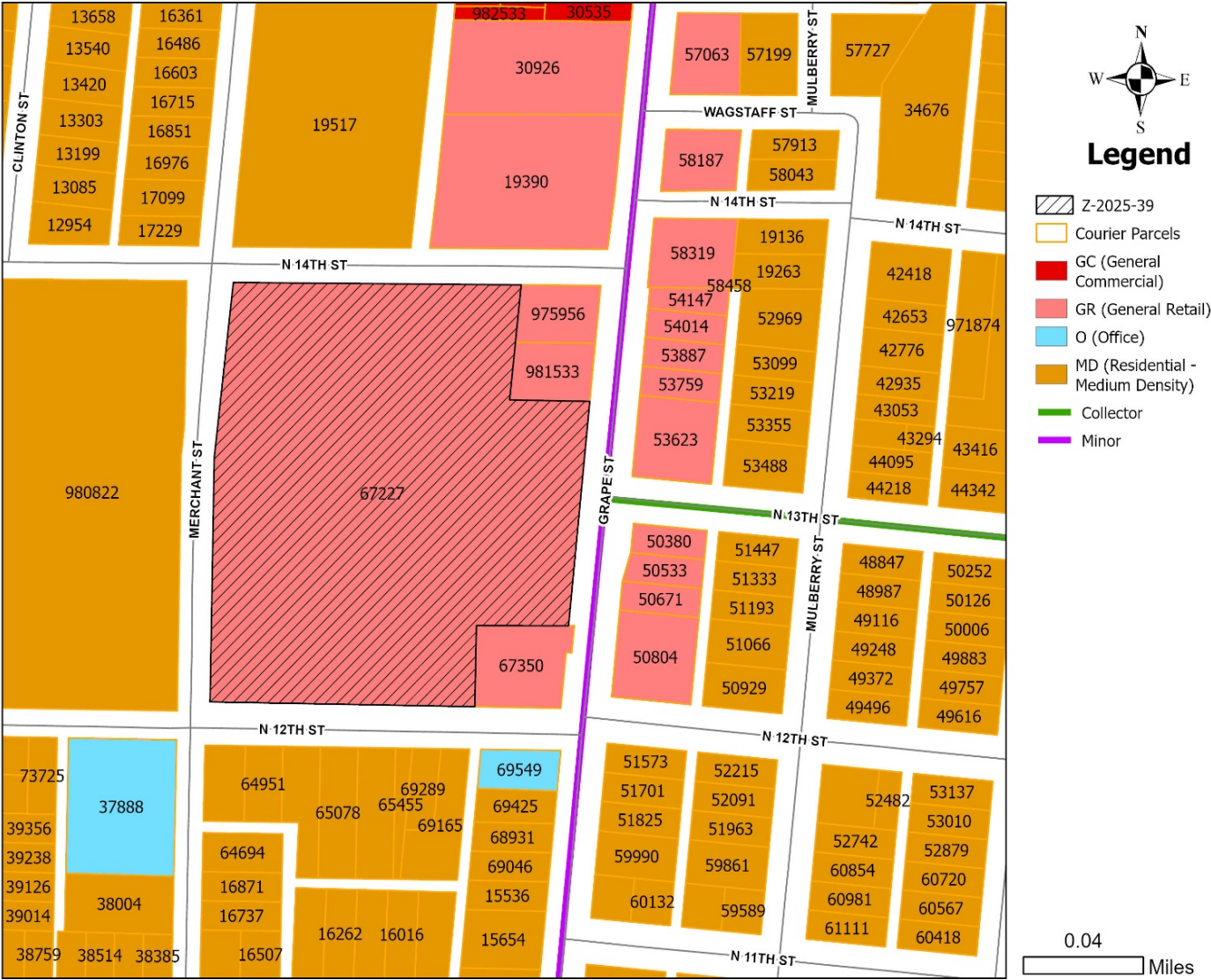


Legend

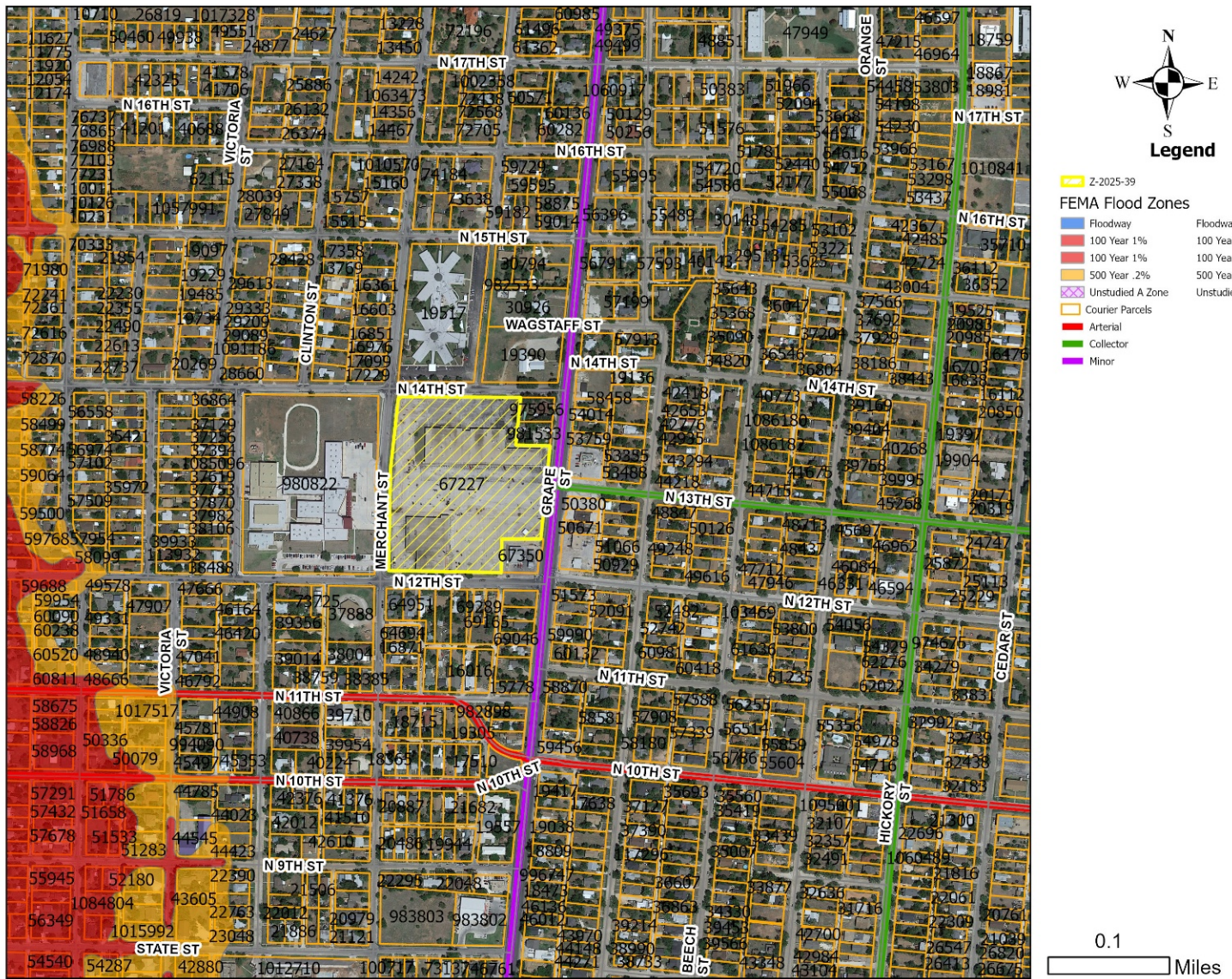
- Z-2025-39
- Courier Parcels
- Collector
- Minor

0.04
 Miles

ZONING MAP



FLOOD 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: JMK5 Abilene, LLC
Address: 1204 Grape Street Number of Lots: 1 Acreage: 9.4479
Legal Description: CW & ME Merchants Homestead Subdivision, Tract A & B
Subdivision Name: CW & ME Merchant Homestead Subdivision Block: A (Tract A & B) Lot: 126
Current Zoning: General Retail Proposed Zoning (if applicable): General Commercial

OWNER AND AUTHORIZATION

Owner Name: JMK5 Abilene, LLC
Address: 308 W. Parkwood Ste 104-A
City, State, Zip: Friendswood, TX 77546 Fax: _____
Phone: 281-482-7233 Email: charlytkp5@yahoo.com
Agent Name: Everest Design Group
Address: 907 S. Friendswood Drive, Ste 200
City, State, Zip: Friendswood, TX 77546 Fax: _____
Phone: 281-993-3770 Email: st@edgtexas.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: Jerome Karam Date: 9-29-2025

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 zone change request is intended to align with and complement surrounding land uses, while enabling a broader range of uses within the center. It also seeks to preserve and support the residential character of the surrounding community. Accordingly, we are requesting this zone change to meet the City's zoning requirements and to allow for the development of indoor, climate-controlled self-storage units.

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 and will compliment residential needs

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: CW & Mc Merchants Homestead Subdivision Total Number of Acres: 9.4479
Zoning Classification(s): GR - General Retail Total Number of Lots: 1
Location: 1204 Grape Street

Property Owner Information & Authorization

Name/Company: JMK5 Abilene, LLC
Address: 308 W. Parkwood Ste 104-A
City: Friendswood State: Tx Zip Code: 77546
Phone: 281.482.7233 Email: Allie@jmk5holdings.com

Project Representation (check one):

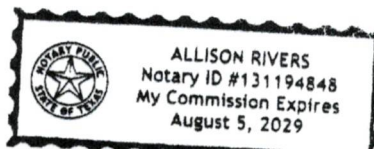
- ☐ I will represent the application myself; OR
☒ I hereby designate Charly Skelton - Everest Design Group (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

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

Property Owner's Signature: [Signature] Date: 9/29/25
STATE OF: Texas
COUNTY OF: Galveston

BEFORE ME, a Notary Public, on this day personally appeared Jerome Karam
(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 September, 20 25



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Charly Skelton Company: Everest Design Group, LLC
Address: 907 S. Friendswood Dr. Ste 200 City: Friendswood State: Tx
Zip Code: 77546 Number: 281.450.5114 Email: charlytkps@yahoo.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): Charly Skelton

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: [Signature]

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

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



ZONING APPLICATION

Recommendations

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

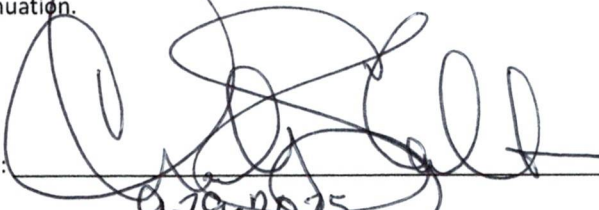
PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: 
DATE: 9-29-2025

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-39

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: 67227

Requestor's Property Zoning: GR

Requestor's Proposed Zoning: GC

Your Name: ABILENE IND SCHOOL DIST

Your Property Address: 1250 MERCHANT ST

Your Parcel ID: 980822

I am in favor of the request ☒

I am opposed to the request ☐

Signature:





REZONE REQUEST

Case: Z-2025-39

Owner: JMK5 Abilene, LLC

Agent: Everest Design Group

Request: Change the zoning of approximately 9.44 acres from General Retail (GR) to General Commercial (GC)

Location: 1204 Grape Street

Notification: 1 in Favor, 0 in Opposition

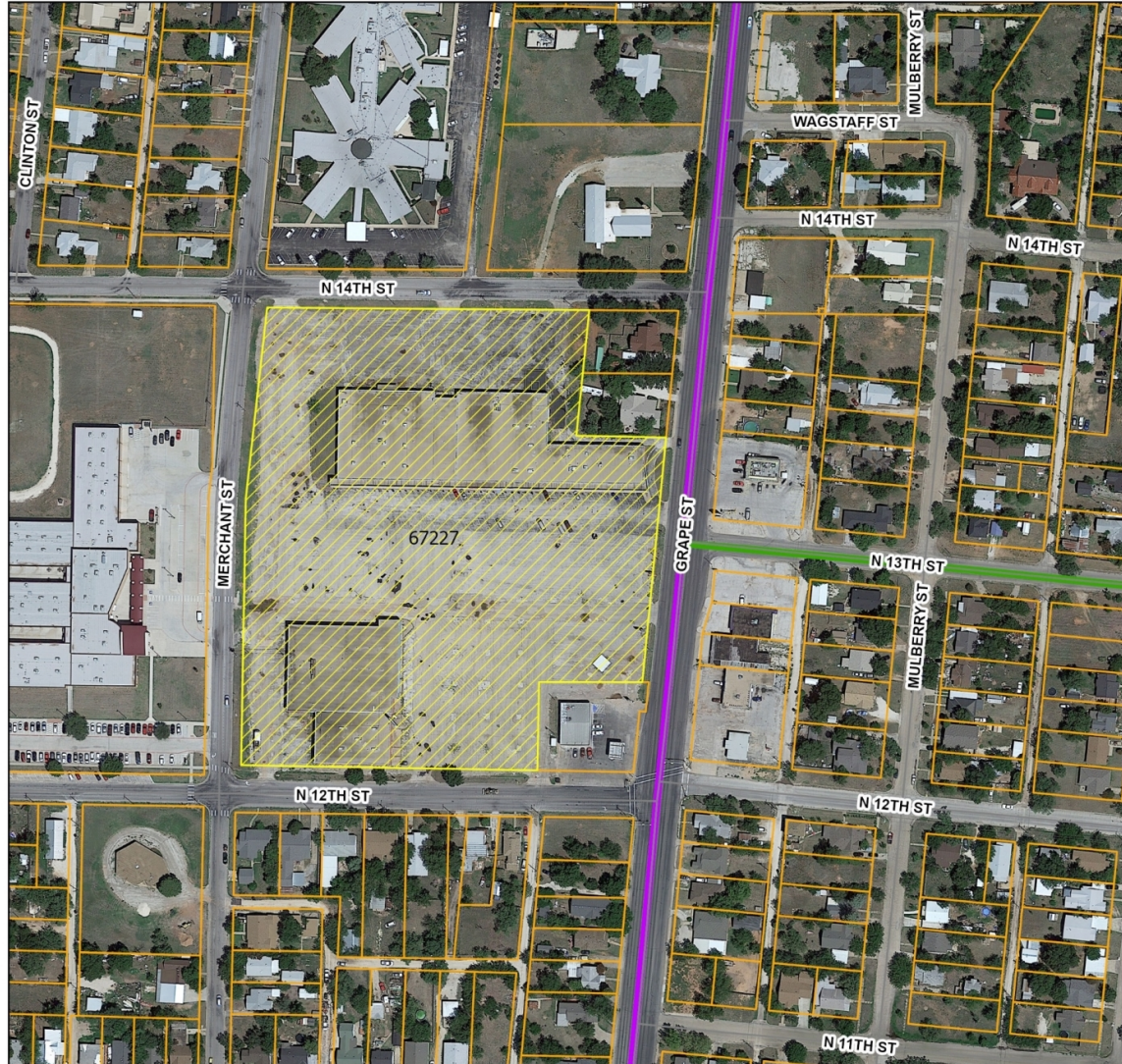
Planning & Zoning: November 4, 2025

Council Hearing: November 20, 2025
December 4, 2025





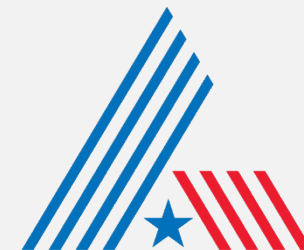
AERIAL LOCATION MAP



Legend

- Z-2025-39
- Courier Parcels
- Collector
- Minor

0.04
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

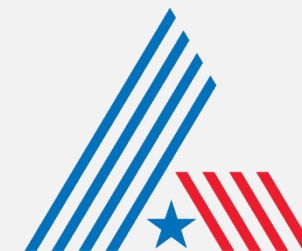


Legend

- Z-2025-39
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- O (Office)
- MD (Residential - Medium Density)
- Collector
- Minor

0.04

Miles



CITY OF
ABILENE
TEXAS

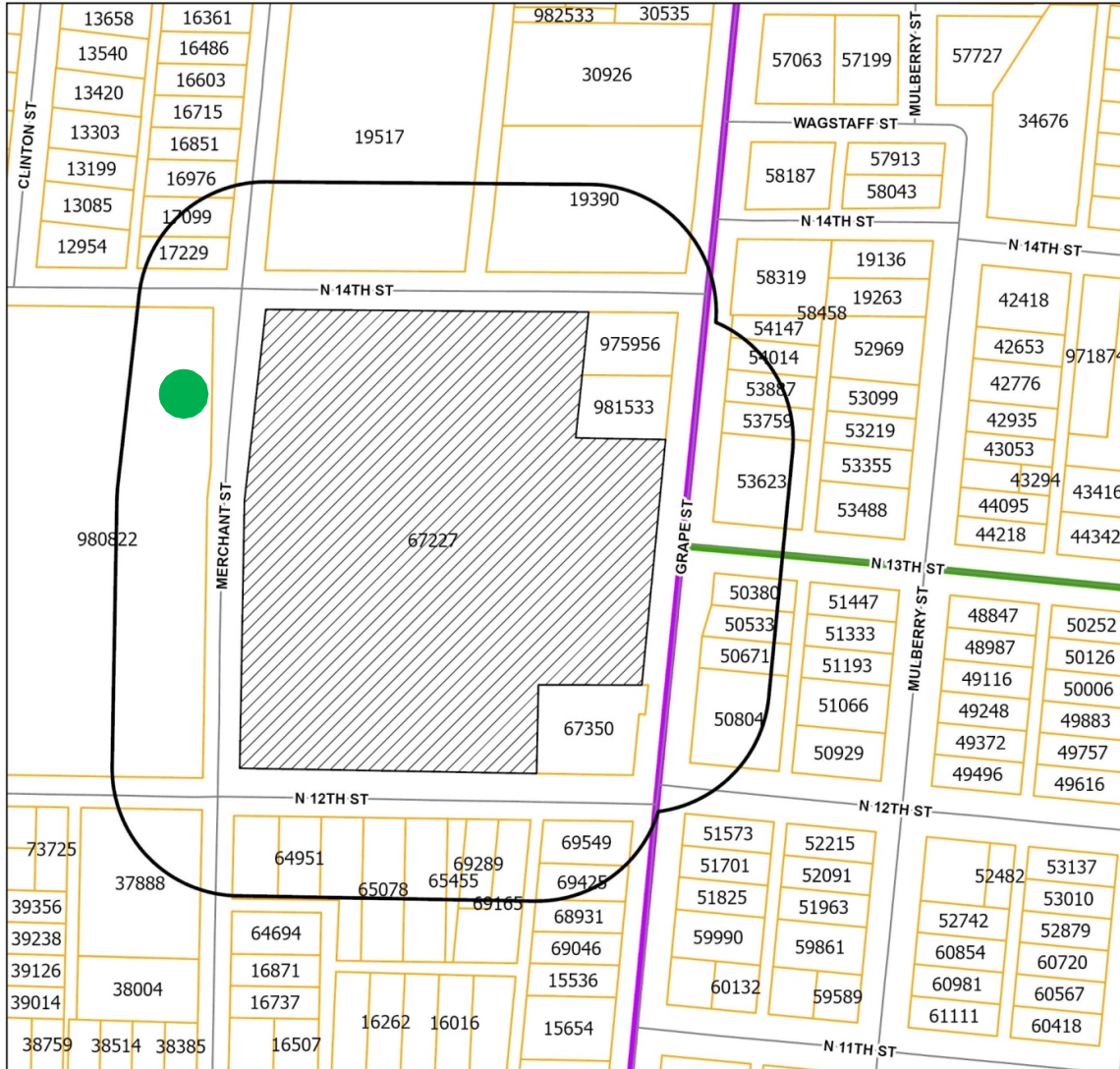


PROPERTY VIEWS





NOTIFICATION AREA MAP



Legend

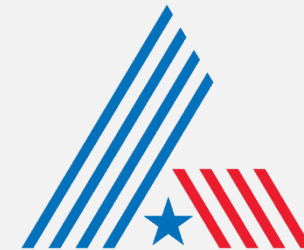
- Z-2025-39
- Notification Area
- Courier Parcels
- Collector
- Minor

1 - in Favor - 

0 - in Opposition - 

0.04

Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





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





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
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **20. Ordinance (First Reading) Z-2025-40: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 Acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD) Zoning. Located at 5400 Ridgeline Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 2.59 acres from Agricultural Open (AO) & Residential Single Family (RS-12) to Medium Density (MD) zoning.

Because the rezoning would result in more residential development, a 60% opposition is required rather than 20% opposition. Therefore, a super-majority vote is not required.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0. (One abstained.)

ATTACHMENTS:

1. Ordinance (5)
2. Staff Report (8)
3. Application (21)
4. Owner Authorization (2)
5. 5312 Ridgeline Dr - Opposed
6. 3809 Hill Country Dr - Opposed
7. 3801 Hill Country Dr - Opposed
8. 3725 Hill Country Dr - Opposed
9. 3717 Hill Country Dr - Opposed
10. 3702 Bettes Ln - Opposed
11. Presentation (10)

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 20th 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 4th day of December, 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 4th day of December, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 2.59 acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD) zoning.

Legal description as follows:

BEING a **2.589 acre** tract out of a 3.0 acre tract, conveyed to Johnny Milton Huff et ux by deed dated March 17, 1993, of record in Volume 1912, Page 555, of the Official Public Records of Taylor County, Texas, out of Survey No. 99 J. Smith, Original Grantee, Survey Taylor County, Texas said 2.589 acres being more fully described as follows:

BEGINNING at a 2" pipe corner post, on the West line of Ridgeline Drive and the North line of Bettes Lane, for the Southeast corner of this tract from which the Southeast corner of said J. Smith Survey 99 bears of record East 1882.14 varas and South 589 varas;

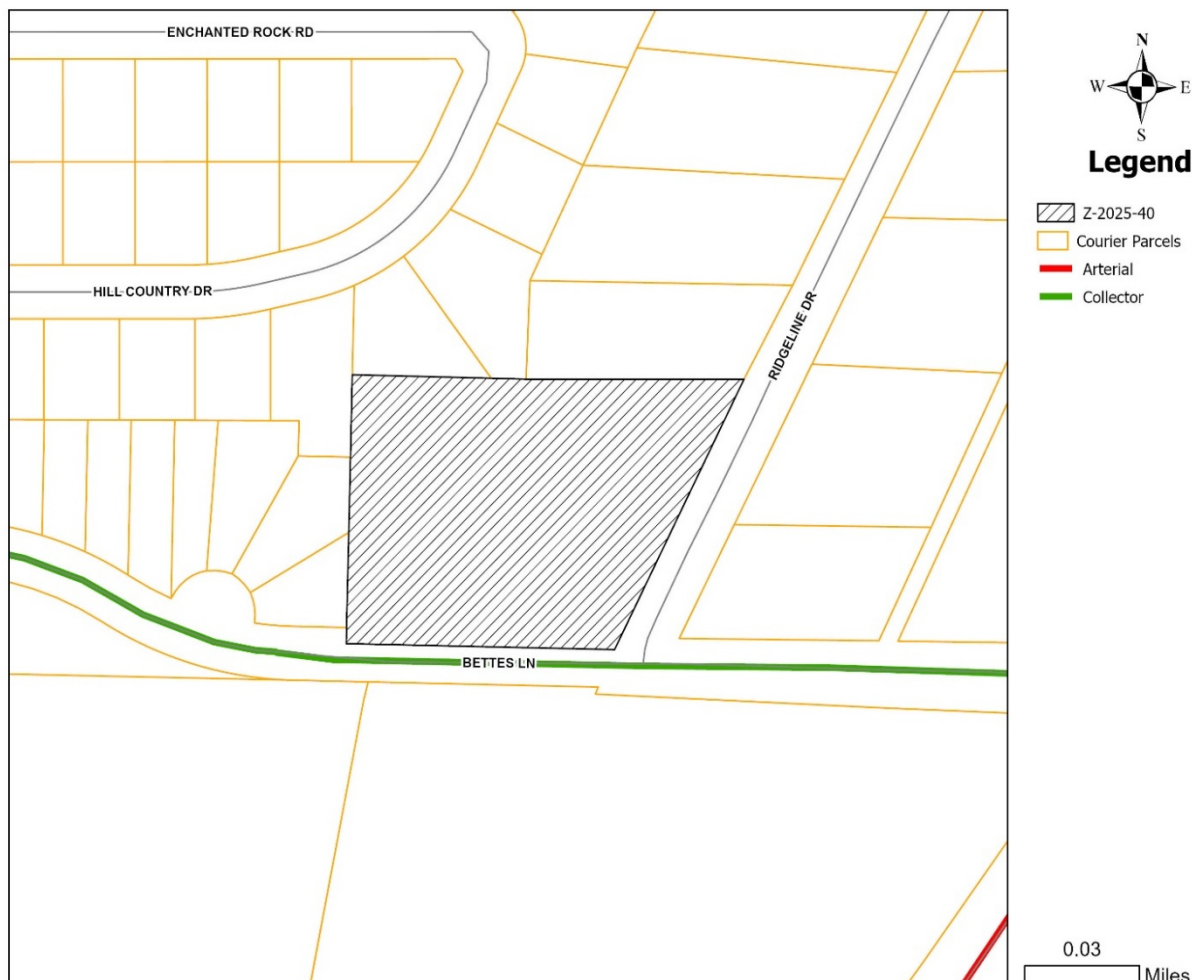
THENCE S 89°52'09" W 308.84' to a point for the Southeast corner of this tract from which found 1/2" rebar with a cap marked "COJER" bears S49°56'11" E 1.28';

THENCE N 0°16'27" E 299.44' to a found 1/2" rebar with a cap marked "H&T" for the Northwest corner of this tract;

THENCE S 89°50'57" E 446.9' to a point on the West line of said Ridgeline Drive for the Northeast corner of this tract from which a found 60 D nail bears N 84°07' W 5.8';

THENCE S 25°07' W 328.63' to the point of beginning and containing 2.589 acres more or less.

Located at 5400 Ridgeline Drive



-END-

ZONING CASE

Z-2025-40

STAFF REPORT



Scheduled Hearings

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

Applicant

Agent: Jacob & Martin (Clayton Farrow)
Owner: Bradley Zonker

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 2.59 acres from Agricultural Open (AO) & Residential Single Family (RS-12) to Medium Density (MD) zoning.

Location

Located at 5400 Ridgeline Drive. Legal description being a 2.59-acre tract out of Survey No. 99 J. Smith, Original Grantee, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City in 1963. A residence built in 1951 still stands.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-12	Residential
East	MU	Vacant
South	RS-12	Church
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 Map, as amended.**

The proposed zoning is supported by the comprehensive plan as a transitional area. Medium Density would be an adequate consideration. Under the residential policy consideration in the Comprehensive Plan, it states that higher densities should be used as a transition between single-family and activity centers.

- (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 in the immediate area, as a transitional use from the commercial uses on Buffalo Gap Road to the less intensive uses of single-family and patio home residences.

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

All services are provided.

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

None known.

The Planning and 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 October 17, 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:

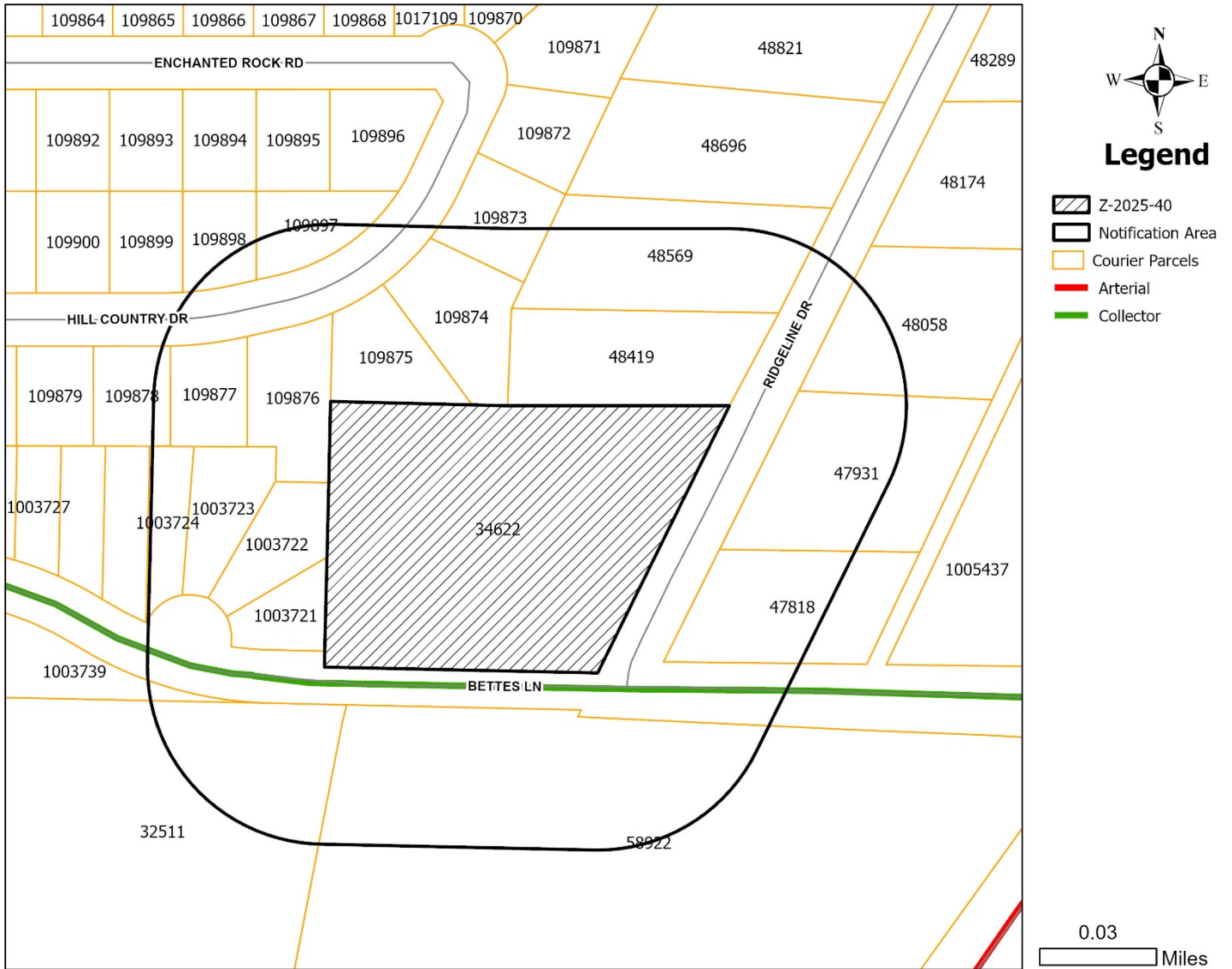
PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CARROLL CARLTON C & TAMME R	1003721	3702 BETTES LN	O
CASH CHARLES E III	109897	3726 HILL COUNTRY DR	
COX NADEZDA G	109874	3725 HILL COUNTRY DR	O
DIZES JAMES L & NICOLE D	109878	3809 HILL COUNTRY DR	O
FERNANDEZ EMIELY	109877	3801 HILL COUNTRY DR	O
HENDRICK MEDICAL CENTER	47931	5315 RIDGELINE DR	
HENDRICK MEDICAL CENTER	48058	5301 RIDGELINE DR	
HENDRICK MEDICAL CENTER	47818	5321 RIDGELINE DR	
JARVIS TRACY	1003722	3706 BETTES LN	
LANDIN ALONZO & MARIE D	1003723	3710 BETTES LN	O
LE DIEM HOANG & DUC NGUYEN	1003739	3725 BETTES LN	
LINDSAY SCOTT HUNTER & NANCY L	109873	3717 HILL COUNTRY DR	O
MAJEKWANA VONGAI	109875	3733 HILL COUNTRY DR	O
RUPP RAE	1003724	3714 BETTES LN	
SIMS REX A & SUKANYA J	109876	3741 HILL COUNTRY DR	
SIS MICHAEL J REV	58922	5442 BUFFALO GAP RD	
SIS MICHAEL J REV	58922	3849 BETTES LN	
SIS MICHAEL J REV	58922	5410 BUFFALO GAP RD	
SIS MICHAEL J REV	32511	3721 BETTES LN	
TEDFORD RODNEY & OLIVIA	48419	5312 RIDGELINE DR	O
TIMS BARBARA ANN	48569	5302 RIDGELINE DR	
WESTBROOK BILLY MICHAEL	109898	3802 HILL COUNTRY DR	
ZONKER BRADLEY & KARIE	34622	5400 RIDGELINE DR	

PROPERTY ID

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SIS MICHAEL J REV	32511	3721 BETTES LN	
ZONKER BRADLEY & KARIE	34622	5400 RIDGELINE DR	
HENDRICK MEDICAL CENTER	47818	5321 RIDGELINE DR	
HENDRICK MEDICAL CENTER	47931	5315 RIDGELINE DR	
HENDRICK MEDICAL CENTER	48058	5301 RIDGELINE DR	
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COX NADEZDA G	109874	3725 HILL COUNTRY DR	O
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WESTBROOK BILLY MICHAEL	109898	3802 HILL COUNTRY DR	
CARROLL CARLTON C & TAMME R	1003721	3702 BETTES LN	O
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RUPP RAE	1003724	3714 BETTES LN	
LE DIEM HOANG & DUC NGUYEN	1003739	3725 BETTES LN	

NOTIFICATION MAP



LOCATION MAP



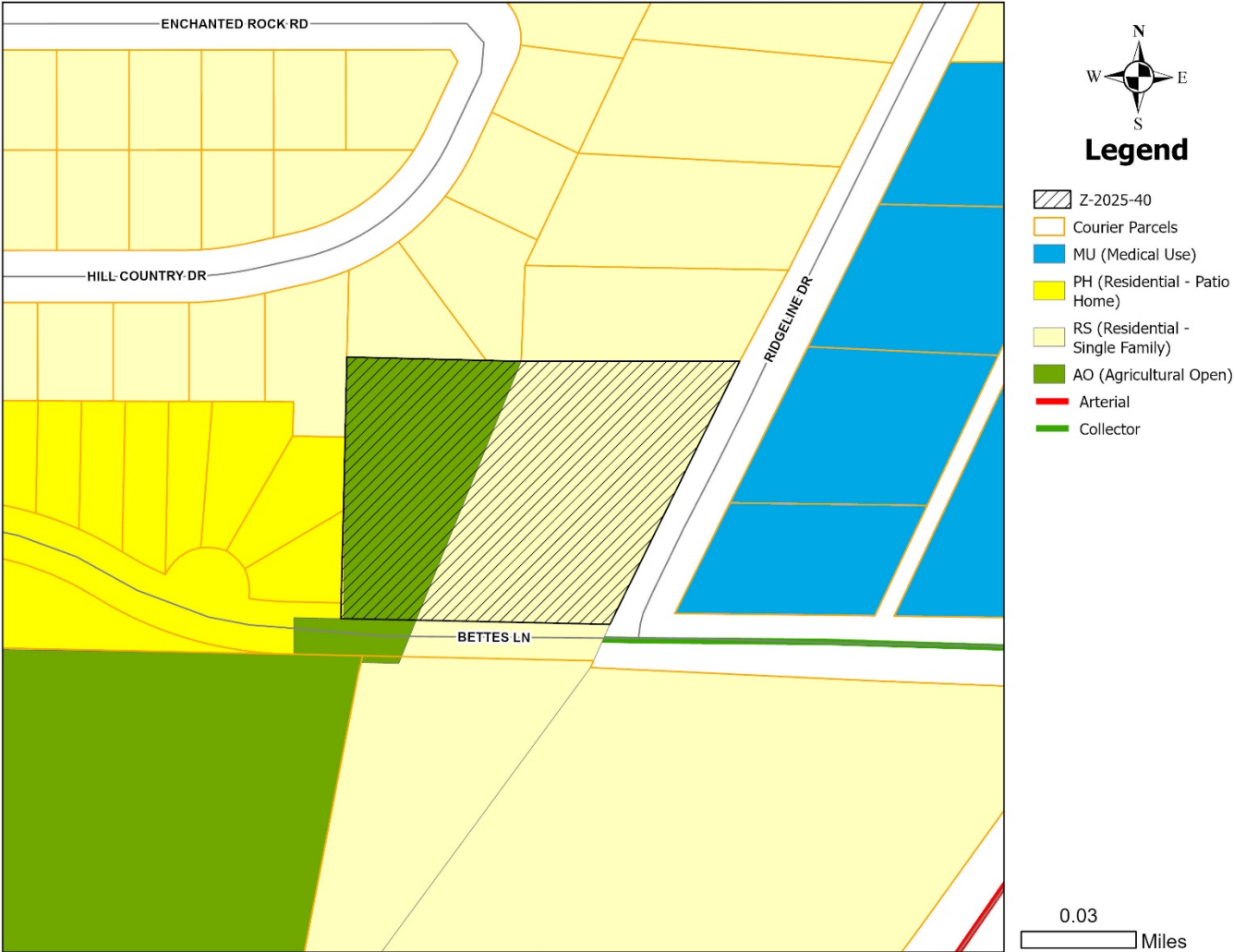
Legend

-  Z-2025-40
-  Courier Parcels
-  Arterial
-  Collector

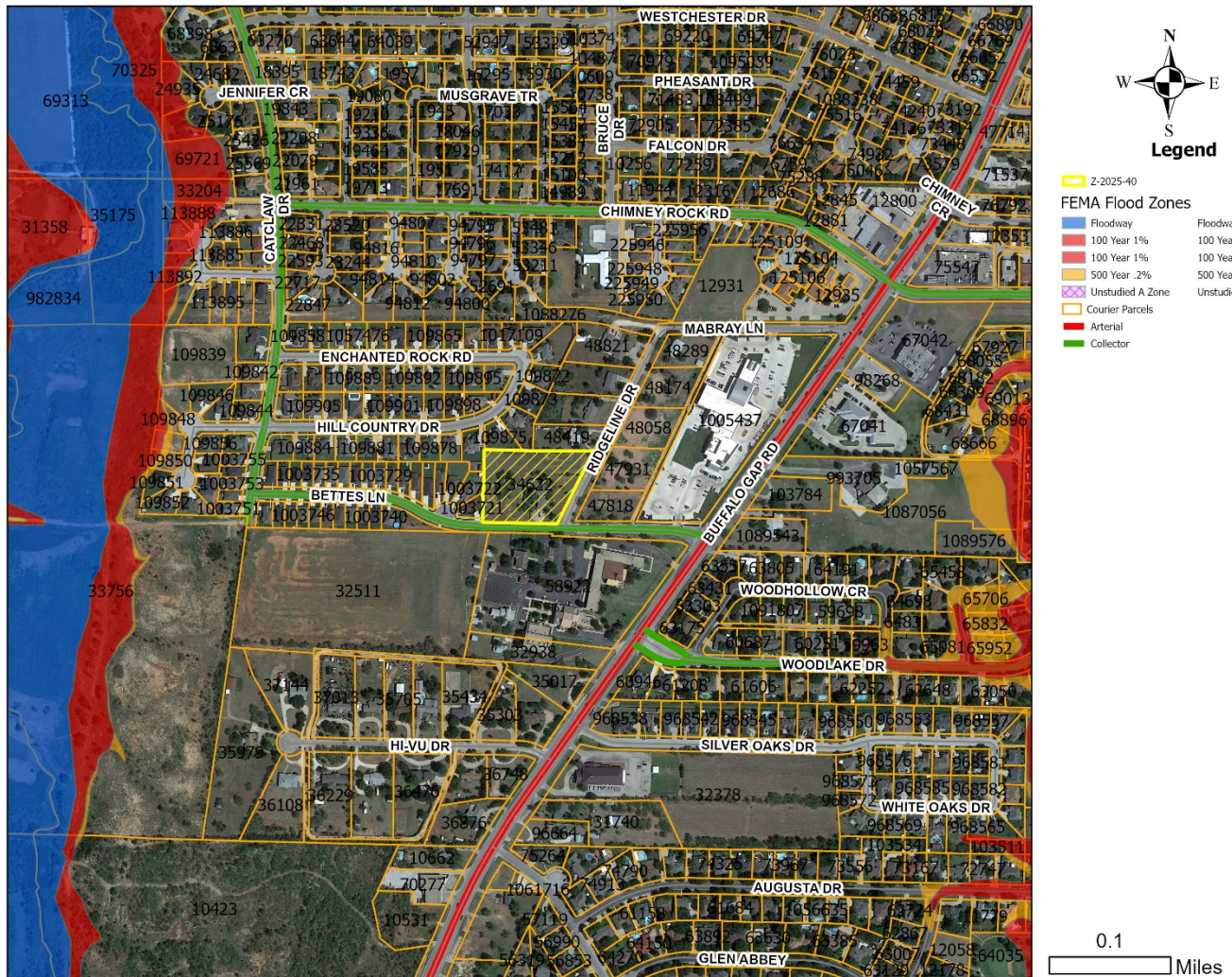
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Miles

ZONING MAP



FLOOD MAP



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-40 AO & RS-12 to MD (5400 Ridgeline)

ID # 25-000237 | **Started** 09/30/2025 at 7:28 AM



Address

5400 Ridgeline Dr, Abilene, TX USA 79606

Legal

A0248 Sur 99 John Smith Blk Acres 2.58

A0248 Sur 99 John Smith, Acres 2.5868

Description

Rezone from RS-12 & AO to MD

PROPERTY DETAILS

Property ID	34622
GEO ID	47813
Enforcement Area	Chimney Rock Area

PROPERTY ADDITIONAL INFORMATION

Account Number	A0248002500
Property ID	47813
Land Use	Single Family Res
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Chimney Rock Area
Courier - Building Square Feet	2571

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Zonker Bradley & Karie	-	5200 Ridgeline Dr Abilene, TX 79606-4109	-	Property Owner

INFORMATION FIELDS

Owner Name

Bradley Zonker

Agent Name

Jacob|Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

A0248 SUR 99 JOHN SMITH, ACRES 2.5868

Subdivision Name

-

Current Zoning

AO/RS-12

Proposed Zoning

MD

Agree to Terms

Clayton Farrow



Board of Adjustment Application

Owner Information and Representative Designation

OWNER INFORMATION

Name: BRADLEY ZONKER

Address:

City:

State:

Zip:

Number:

Email:

AGENT INFORMATION (if applicable)

Name: JACOB|MARTIN

Address: 3465 CURRY LANE

City: ABILENE

State: TEXAS

Zip: 79606

Number: 325-695-1070

Email: CFARROW@JACOBMARTIN.COM

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate JACOB|MARTIN (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: _____

Bradley Zonker

dotloop verified
10/07/25 9:33 AM PDT
RXTT-DZEV-QHFO-Z3QY

STATE OF: _____

COUNTY OF: _____

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

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

NOTARY PUBLIC in and for the State of Texas



TEDFORD RODNEY & OLIVIA
5312 RIDGELINE DR
ABILENE, TX 79606-4107

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-40

October 15, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **November 4, 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 request is to change the zoning of approximately 2.59 acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD) zoning. Located at 5400 Ridgeline Dr. Legal description being a 2.59-acre tract out of Survey No. 99 J. Smith, Original Grantee, Abilene, Taylor County, Texas. The property is currently zoned Agricultural Open (AO) and Residential Single-Family (RS-12), and the request is to change the zoning to Medium Density (MD).

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-foot 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 **December 4, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-40

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: 34622
Requestor's Property Zoning: AO & RS-12
Requestor's Proposed Zoning: MD

Your Name: TEDFORD RODNEY & OLIVIA
Your Property Address: 5312 RIDGELINE DR
Your Parcel ID: 48419

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Zoning notification response Z-2025-40

From James <bigblueyamaha@gmail.com>
Date Thu 10/30/2025 6:48 PM
To Planning Services <planning@abilenetx.gov>

Hello,

My name is James Dizes and I received a zoning notification response form for case #Z-2025-40.
My address is 3809 Hill Country Dr (parcel 109878).

My response is as follows:
I am OPPOSED to the request.

Thank you.

James L. Dizes



Outlook

Zoning notification response case#Z-2025-40

From Emiely Fernandez <elick80@myyahoo.com>
Date Tue 10/28/2025 9:30 PM
To Planning Services <planning@abilenetx.gov>

I am opposed to the request

Name : Fernandez Emiely
Property Address: 3801 Hill Country Drive
Parcel ID : 109877

[Sent from Yahoo Mail for iPhone](#)

For Zoning applications number Z-2025-40

From Nadia Cox <gr8foreverything@yahoo.com>
Date Tue 10/21/2025 12:23 PM
To Planning Services <planning@abilenetx.gov>

Dear Planning and Zoning Commission,

I am writing in opposition to the proposed zoning change referenced in Case Number Z-2025-40, which requests to change approximately 2.59 acres at 5400 Ridgetree Drive from Agricultural Open (AO) and Residential Single-Family (RS-12) to Medium Density (MD). (Requestor's parcel ID 34622).

As a nearby property owner at 3725 Hill Country Drive, I do not support changing the zoning to Medium Density. I believe this change would negatively affect the surrounding neighborhood's character and potentially reduce nearby property values.

Please record my opposition to this request in the official record for the upcoming public hearing November 4th, 2025 at 0130pm.

Thank you for your attention to this matter.

Sincerely,
Nadezda G. Cox
3725 Hill Country Drive
Abilene, TX 79606
Parcel ID: 109874

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-40

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: 34622
Requestor's Property Zoning: AO & RS-12
Requestor's Proposed Zoning: MD

Your Name: LINDSAY SCOTT HUNTER & NANCY L

I am in favor of the request ☐

Your Property Address: 3717 HILL COUNTRY DR

Your Parcel ID: 109873

I am opposed to the request ☒

Signature:



ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-40

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: 34622
Requestor's Property Zoning: AO & RS-12
Requestor's Proposed Zoning: MD

Your Name: CARROLL CARLTON C & TAMME R
Your Property Address: 3702 BETTES LN
Your Parcel ID: 1003721

I am in favor of the request ☐

Signature:

I am opposed to the request ☒



REZONE REQUEST

Case: Z-2025-40

Owner: Bradley Zonker

Agent: Jacob & Martin

Request: Change the zoning of approximately 2.59 acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD)

Location: 5400 Ridgeline Dr

Notification: 0 in Favor, 8 in Opposition

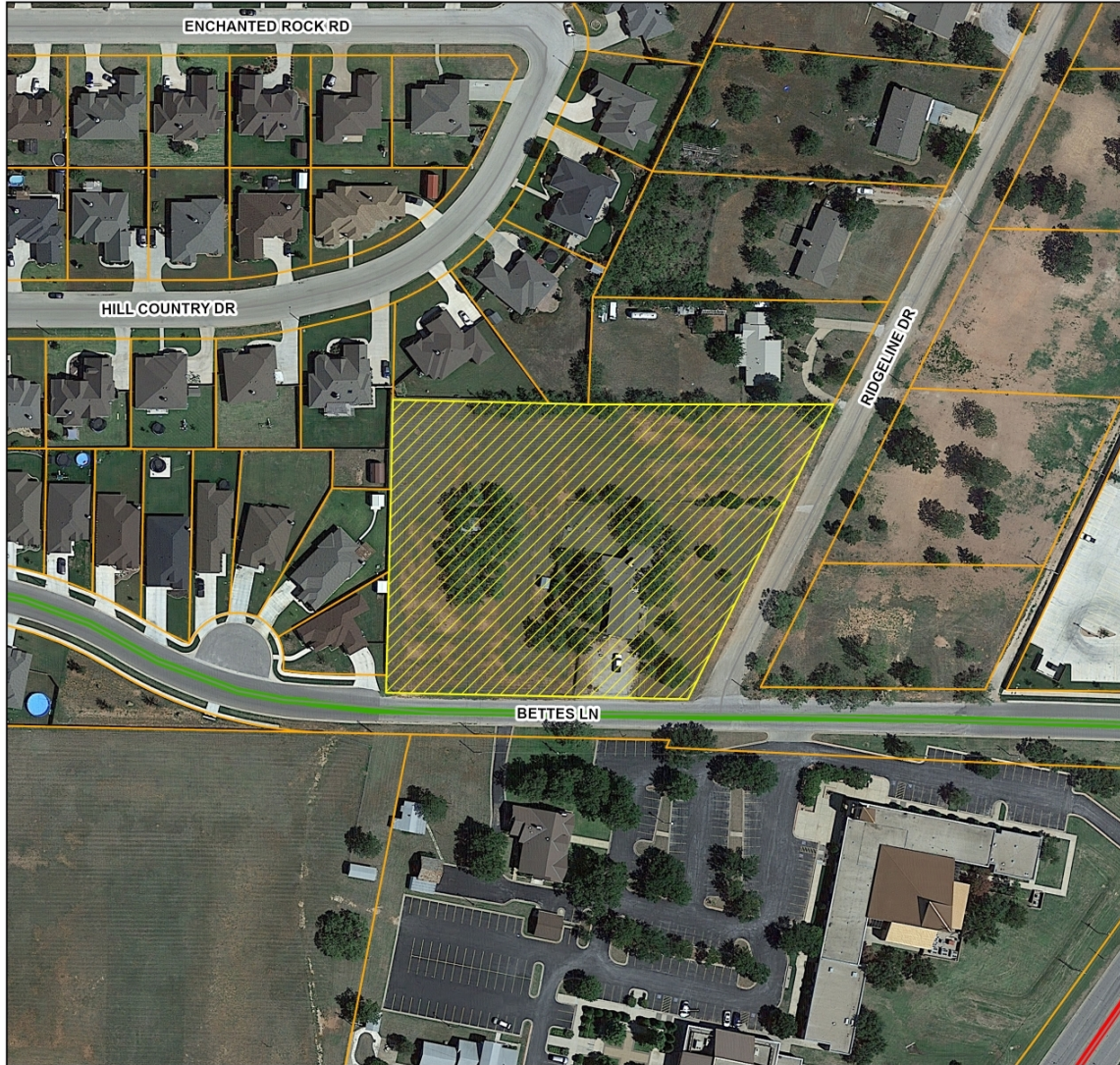
Planning & Zoning: November 4, 2025

Council Hearing: November 20, 2025
December 4, 2025





AERIAL LOCATION MAP

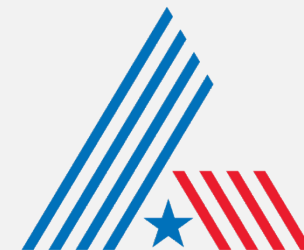


Legend

-  Z-2025-40
-  Courier Parcels
-  Arterial
-  Collector

0.03

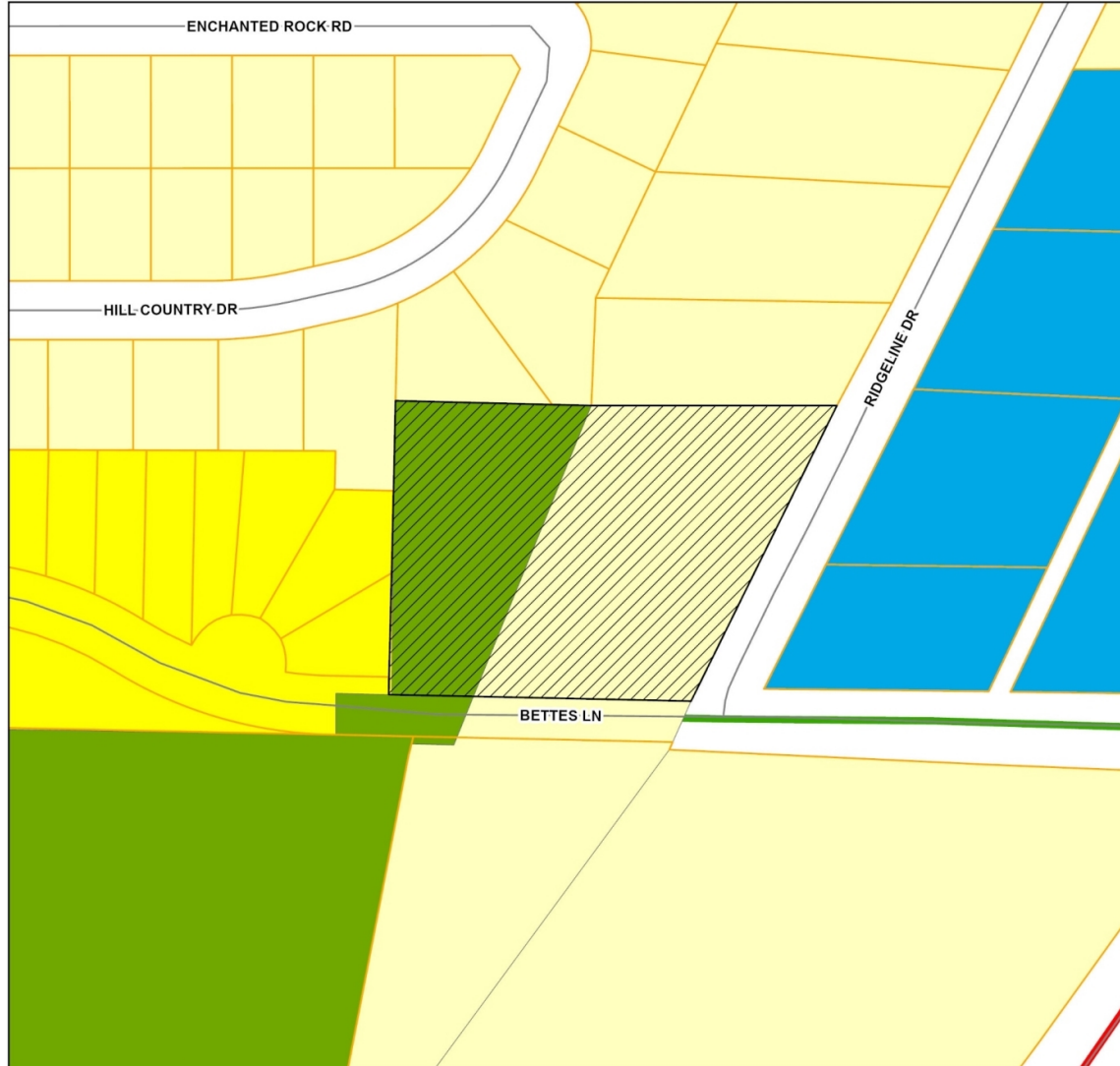
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-40
- Courier Parcels
- MU (Medical Use)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector

0.03

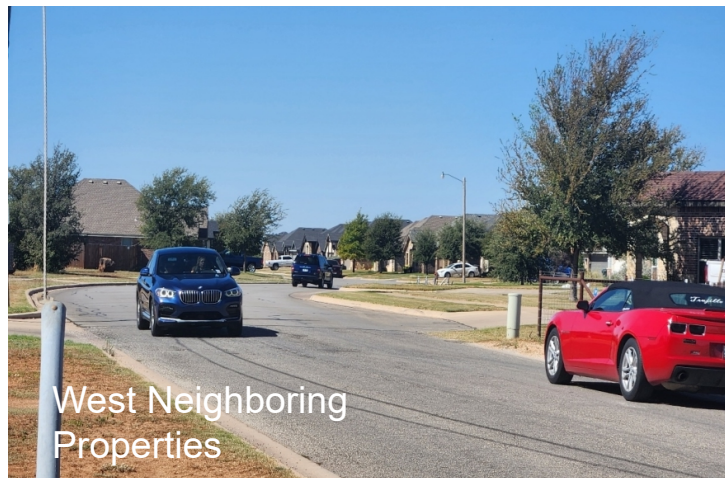
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CITY OF
ABILENE
TEXAS

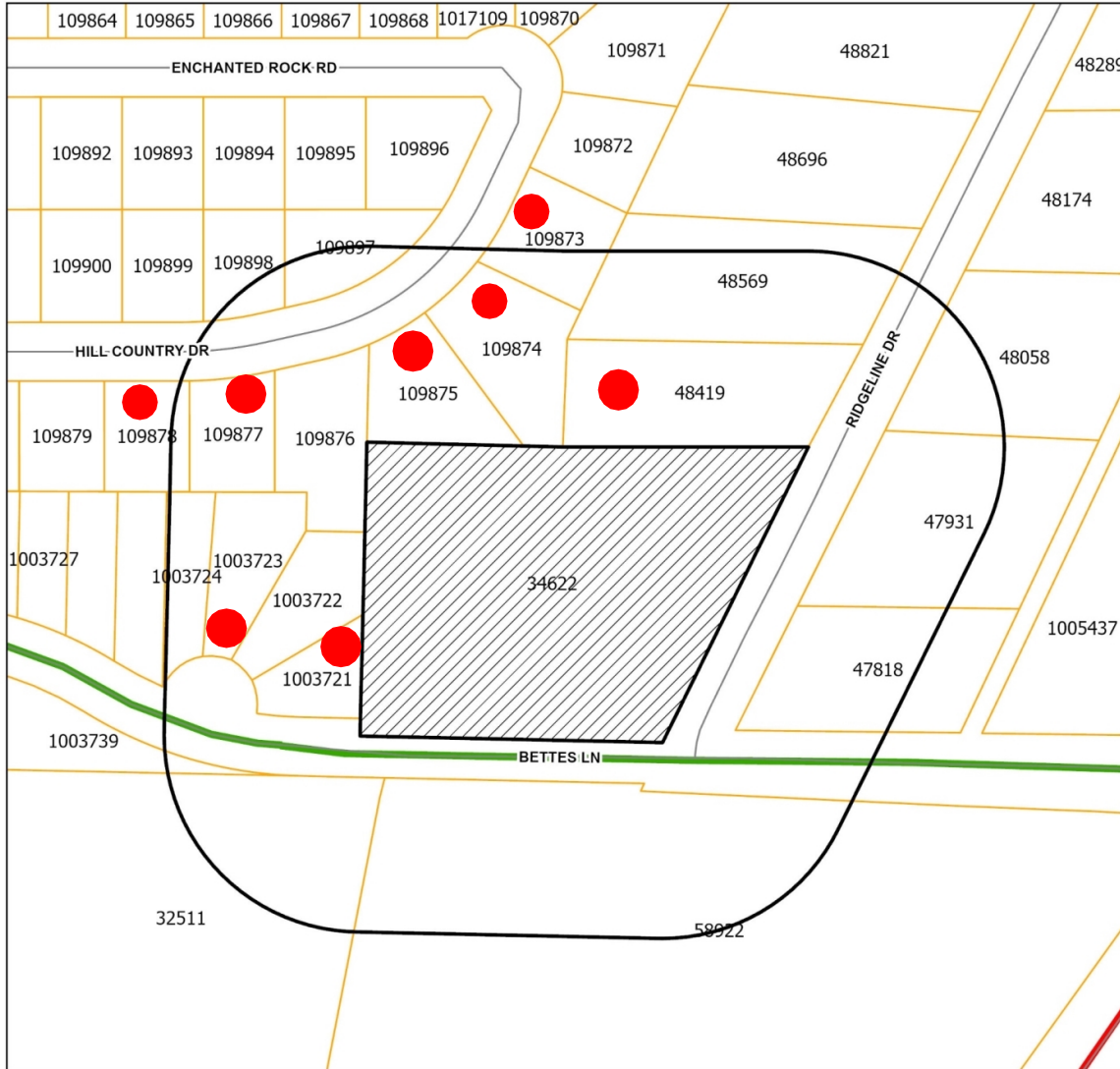


PROPERTY VIEWS





NOTIFICATION AREA MAP



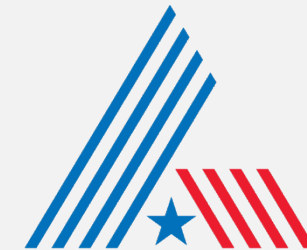
Legend

- Z-2025-40
- Notification Area
- Courier Parcels
- Arterial
- Collector

0 - in Favor - 

8 - in Opposition - 

24.09% OPPOSITION



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

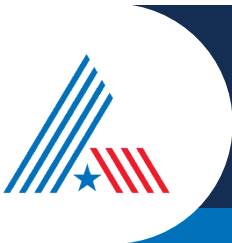
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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 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





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
11/20/2025**

TO: Honorable Mayor and City Council Members
FROM: Emily Crawford, City Manager
ITEM: 21. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on the Creation of the City of Abilene Reinvestment Zone No. RZ25-1 Being Approximately 614.91 Acres (*Emily Crawford*)

GENERAL INFORMATION

The City Council adopted Resolution No. 142-2024 on June 13, 2024 declaring that the City of Abilene elects to become eligible to participate in Tax Abatements in accordance with the Property Redevelopment and Tax Abatement Act. The City Council recently adopted Tax Abatement Guidelines and Criteria at their June 13, 2024 Regular Meeting.

The boundaries of the area to be known as City of Abilene Reinvestment Zone No. RZ25-1 shall be the area of land described on the document attached to the Ordinance as Exhibit “A”, which contains approximately 614.91 acres of land in Taylor County, Texas, and which land is located within the city limits of the City of Abilene, or is contiguous to the city limits of the City of Abilene and located within the City's extraterritorial jurisdiction.

The creation of the City of Abilene Reinvestment Zone RZ25-1 will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical. The Reinvestment Zone No. RZ25-1 meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would benefit the property and that would contribute to the economic development of the City. The City of Abilene Reinvestment Zone RZ25-1 satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement as set forth in the City of Abilene Resolution No. 142-2024.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. 2025 Reinvestment Zone No. RZ25-1 Ordinance
2. final map
3. Reinvestment Zone No. RZ25-1

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE DESIGNATING CERTAIN AREAS AS THE CITY OF ABILENE REINVESTMENT ZONE NO. RZ25-1 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT, PURSUANT TO THE TEXAS TAX CODE CHAPTER 312, SUBCHAPTER A&B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS PERTAINING THERETO; PROVIDING A SEVERANCE CLAUSE, PROVIDING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THE THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC.

WHEREAS, City Council has adopted Resolution No. 142-2024 on June 13, 2024 declaring that the City of Abilene elects to become eligible to participate in Tax Abatements in accordance with the Property Redevelopment and Tax Abatement Act; and

WHEREAS, City Council most recently adopted Tax Abatement Guidelines and Criteria at their June 13, 2024 Regular Meeting; and,

WHEREAS, a public hearing, in a regularly scheduled meeting before the City Council, was held on December 4, 2025, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and,

WHEREAS, the written notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and,

WHEREAS, the City, at such hearing invited all interested person, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and,

WHEREAS, all interested persons were given the opportunity to be heard; and,

WHEREAS, the area designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies State law for the establishment of a reinvestment zone.

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

PART 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and adopted as findings of fact by this body and as part of its official record.

PART 2: That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- (a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and

- (b) That the boundaries of the area to be known as City of Abilene Reinvestment Zone No. RZ25-1 shall be the area of land described on the document attached hereto as Exhibit “A”, which is incorporated herein for all purposes; and
- (c) That the creation of the City of Abilene Reinvestment Zone RZ25-1 with boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- (d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would benefit the property and that would contribute to the economic development of the City; and
- (e) That the City of Abilene Reinvestment Zone RZ25-1, as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement as set forth in the City of Abilene Resolution No. 142-2024.

PART 3: That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial and industrial tax abatement encompassing the area described by the legal description in Section 2(b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Abilene Reinvestment Zone No. RZ25-01 for a period of five (5) years, subject to renewal as allowed by law.

PART 4: Publishing and Effective Date. That the establishment of the City of Abilene Reinvestment Zone No. RZ25-1 shall take effect on the date of final passage of this Ordinance.

PART 5: That any ordinance, resolution, policy, or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be hereby repealed to the extent of any conflict.

PART 6: Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Abilene, Texas, in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

PASSED ON FIRST READING this 20th 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 23rd day of November, 2025, the same being seven (7) or more days prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 4th day of December, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 4th day of December, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT "A"
BOUNDARIES AND LEGAL DESCRIPTION OF
CITY OF ABILENE, TEXAS REINVESTMENT ZONE NO. RZ25-1

- 1: 16.11 acres out of 25.01-acre tract described in instrument No. 2019-2247, Official Public Records, Taylor County, Texas; and
- 2: 2.10 acres out of 25.01-acre tract described in instrument No. 2019-2247, Official Public Records, Taylor County, Texas; and
- 3: 140.97 acres out of the West part of Lot #4 of A.F. McDonald's Subdivision of the W. W. Sills Surveys 23 and 24, Taylor County, Texas, recorded in Volume 2938, Page 328 of Official Public Records, Taylor County, Texas, said 140.97 acres being all of the same 141.09 acre tract described in Instrument No. 2024-15977, Official Public Records, Taylor County, Texas; and
- 4: 309.45 acres out of the R. Turner Survey No. 25, Abstract No. 327, Taylor County, Texas, said 309.45 acres being all of a called 309.52 acre tract conveyed to Justin Darrel Smith and Brandon Lynn Smith, of recorded in Document No. 201918762, Official Public Records, Taylor County, Texas along with approximately 50 of the southernmost acres and 30 of the easternmost acres of Lancium Sub, Block B, Lot 101 Rep; and
- 5: 34.22 acres out of the Robert Turner Survey No. 25, Taylor County, Texas, said 34.22 acres being all of a called 8.026 acre tract designated Tract Three and a part of a called 36.35 acre tract designated Tract One, conveyed to Tonya Ledbetter, et al, of record in Document No. 2015-9924, Official Public Records, Taylor County, Texas; and
- 6: 14.906 acres and containing all of a 3.0 acre tract recorded in Volume 1985, Page 938 Official Public Records, Taylor County, and all of a 12.0 acre tract recorded in Volume 1819, Page 985, Official Public Records save and except 0.092 acre of road dedication to the City of Abilene by Plat of J. Riggs Addition to the City of Abilene, Taylor County, Texas
- 7: 4.90 acres out of a 10.00 acre tract of land afore described in Volume 2610, Page 177 Official Public Records, Taylor County, Texas out of the Robert Turner Survey No. 25, Abilene, Taylor County, Texas; and
- 8: 5 acres more or less out of a 26.35 acre tract being described in v 3040 p 236 of Official Public Records out of the Robert Turner Survey No 25, Abilene, Taylor County, Texas; and
- 9: 11.95 acres out of Southeast $\frac{1}{4}$ of Section 55, Block 16, T. & P. RR Company Surveys, Abstract No. 0385, Taylor County, Texas said 11.95 acres being all of a 5.0 acre tract recorded as Tract One and all of a 6.95 acre tract recorded as Tract Two in Instrument No. 2017-3975, Official Public Records, Taylor County, Texas; and

10: All of a 16.35 acre tract recorded in Volume 2891, Page 911, Official Public Records, Taylor County, Texas out of a 31.35 acre tract out of Section 55, Block 16, T&P R.R. Company Survey; and

11: 15.0 acres in Section 55, Block 16, T&P RR Co. Surveys, Taylor County, Texas, said 15 acre parcel recorded in Instrument No. 2011-7548, Official Public Records, Taylor County, Texas; and

12: That certain 3 acre parcel of land being out of 15 acres out of Section 55, Block 16, T&P RR Co. Survey, Taylor County, Texas said 3 acre parcel recorded in Instrument No. 2017-1339, Official Public Records, Taylor County, Texas; and

13: 0.84 acres out of Section 55, Block 16, T&P RR. Company Survey, Taylor County, Texas, said 0.84 acre being conveyed to Bonnie Cortez, of record in Document No. 2022-18353, Official Public Records of Taylor County, Texas (O.P.R.T.C.T.); and

14: 40 acres out of a 79.6 acre tract described as Lancium Sub, Block B, Lot 101 Rep.



Proposed Reinvestment Zone				
Plat	Parcel	Legal Description	Acres	
1	47960	A0232 SUR 23 W W SILLS, TRACT 4 MC DONALD, ACRES 16.11	16.11	
2	117284	A0233 SUR 24 W W SILLS, TRACT 4 MC DONALD, ACRES 2.1	2.10	
3	200036	A0232 SUR 23 W W SILLS, TRACT 4 MC DONALD, ACRES 42.48	42.48	
3	47962	A0233 SUR 24 W W SILLS, TRACT 4 MC DONALD, ACRES 98.61	98.61	
4	36827	A0327 SUR 25 ROBERT TURNER, ACRES 307.474	307.38	
4	976384	A0327 SUR 25 ROBERT TURNER, ACRES 2.07	2.07	
5	36835	A0327 SUR 25 ROBERT TURNER, ACRES 34.22	34.22	
6	37841	A0327 SUR 25 ROBERT TURNER, ACRES 13.03	13.00	
6	37716	A0327 SUR 25 ROBERT TURNER, TRACT 1 BLK A J RIGGS ADDN, ACRES 1.97	1.90	
7	1003699	A0327 SUR 25 ROBERT TURNER, ACRES 4.9	4.90	
8	1003700	A0327 SUR 25 ROBERT TURNER, ACRES 5.	5.00	
9	36494	A0385 SUR 55 T & P RY CO, BLOCK 16, ACRES 11.95	11.95	
10	36763	A0385 SUR 55 T & P RY CO, BLOCK 16, ACRES 16.35, LABEL# TRA0531017	16.35	
11	36636	A0385 Sur 55 T & P Ry Co, Block 16, Acres 15.0	15.00	
12	1011284	A0385 Sur 55 T & P Ry Co, Block 16, Acres 3.05, Label# Tex0223163	3.00	
13	37530	A0385 Sur 55 T & P Ry Co, Block 16, Acres .84	0.84	
14	1093720	LANCIUM SUB, BLOCK B, LOT 101 REP, ACRES 79.6	40.00	
			614.91	

Ordinance Creating Reinvestment Zone No. RZ25-01





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Honorable Mayor and City Council Members
FROM: Stanley Smith, City Attorney
ITEM: 22. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Katie Gore as the Municipal Court Judge (*Stanley Smith*)

GENERAL INFORMATION

Pursuant to Section 76, City Charter of the City of Abilene, the municipal court shall be presided over by a magistrate who shall be known as the judge of the municipal court.

Pursuant to Section 76, City Charter of the City of Abilene, the judge of the municipal court shall be a competent attorney who is licensed to practice law in the State of Texas and shall be a resident of the city during his or her tenure of office.

The City Council of the City of Abilene is of the opinion that Katie Gore meets all of the requirements of a Municipal Court Judge, and should be appointed as a Municipal Court Judge pursuant to Section 76 of the City Charter, to be effective November 21, 2025.

Section 76 of the City Charter provides that a Municipal Court Judge shall be appointed for a term of two (2) years.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. 2025 Resolution Appointing Municipal Court Judge - Katie Gore
2. Appoint Municipal Court Judge - Katie Gore

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPOINTING KATIE GORE AS MUNICIPAL COURT JUDGE FOR A TERM OF
TWO (2) YEARS**

WHEREAS, pursuant to Section 76, City Charter of the City of Abilene, the municipal court shall be presided over by a magistrate who shall be known as the judge of the municipal court; and

WHEREAS, pursuant to Section 76, City Charter of the City of Abilene, the judge of the municipal court shall be a competent attorney who is licensed to practice law in the State of Texas and shall be a resident of the city during his tenure of office; and

WHEREAS, the City Council of the City of Abilene is of the opinion that the Katie Gore meets all of the requirements of a Municipal Court Judge, and should be appointed as a Municipal Court Judge pursuant to Section 76 of the City Charter, to be effective November 21, 2025; and

WHEREAS, Section 76 of the City Charter provides that a Municipal Court Judge shall be appointed for a term of two (2) years.

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

PART 1: That the City Council of the City of Abilene hereby approves the Mayor's appointment of Katie Gore as the Municipal Court Judge for a term of two (2) years beginning on November 21, 2025.

PART 2: That this resolution shall take effect as of November 21, 2025

ADOPTED this 20th day of November, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

APPOINTMENT OF KATIE GORE AS THE MUNICIPAL COURT JUDGE, CITY OF ABILENE





**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **23. Ordinance (Final Reading) OAM-2025-01: Receive a Report, Hold a Discussion and Public Hearing, 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. After reviewing with the local engineering companies staff has made 2 changes within the document from the first read. Approach width was narrowed to 36' and curb radius was raised to 20'. We also added seal coat as an approved material for pavement.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Ordinance - desktop
2. Vacation Travel Trailer Parks - Section 4.2.11 - final redline - desktop
3. Vacation Travel Trailer Parks - Section 4.2.11 - final
4. Staff Report (4)
5. Presentation (6) (1)

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

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

*Main office is to be included within this required setback.

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 thirty-six feet (36') in pavement width with a twenty-foot (20') curb radius.
- (c) *Connection to Construction Standards.* The connection of the entranceway with the public street shall be constructed according to municipal construction standards.
- (d) *Paving.* For the purpose of this Division, paving shall be defined as concrete, chip seal, or hot mix. The entrance roadway from the public street and all surfaces intended for vehicular use and/or parking shall be paved.
- (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 water tight 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 recreation facilities, toilets, dumping stations, laundries, etc., shall be permitted, subject to the following restrictions:
 - (1) Such facilities 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) 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. 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 = $\frac{1}{2}$ 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.

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)

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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
The edge of cul-de-sac streets	20 feet
The edge of other interior streets	15 40 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

*Main office is to be included within this required setback.

(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.
- (b) *Width and Radius.* The entranceway shall be at least ~~thirty-six feet (36')~~ 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.

Commented [MT1]: 11/05 meeting with Tal & BJ - it was recommended to change the curb radius to 20' on local streets. It made more sense to change the sentence to read as currently stated. Instead of ' 20' curb radius on collector and arterial streets and 20' on local streets.

- ~~(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 have a durable surface, such as compacted base material.~~ (d) *Paving.* For the purpose of this Division, paving shall be defined as concrete, chip seal, or hot mix. The entrance roadway from the public street and all surfaces intended for vehicular use and/or parking shall be paved.

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- (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

- (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 water tight 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 facilities 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

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~~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.~~

- (2) ~~The structures housing s~~ 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.

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(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.~~
- ~~e.d.~~ 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.

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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.

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

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
The edge of cul-de-sac streets	20 feet
The edge of other interior streets	15 10 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

*Main office is to be included within this required setback.

(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.

- (b) *Width and Radius.* The entranceway shall be at least ~~thirty-six feet (36')~~ **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 have a durable surface, such as compacted base material.~~ (d) *Paving.* For the purpose of this Division, paving shall be defined as concrete, chip seal, or hot mix. The entrance roadway from the public street and all surfaces intended for vehicular use and/or parking shall be paved.

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- (2) ~~The structures housing s~~ Such facilities shall not be located closer than fifty feet (50') to any public street.

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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.~~
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(g) *Landscape Requirements.*

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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.

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(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, hot mix asphalt or seal coat.
- Requiring more space for amenities and accessory uses.
- Requiring additional landscape regulations.





RECOMMENDATION

Planning & Zoning Commission Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
11/20/2025**

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

ITEM: 24. Ordinance (Final Reading) Z-2025-41: Receive a Report, Hold a Discussion and Public Hearing, 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
2. staff report
3. Redline Ordinance
4. Application (9)
5. Concept Plan (1)
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, 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:

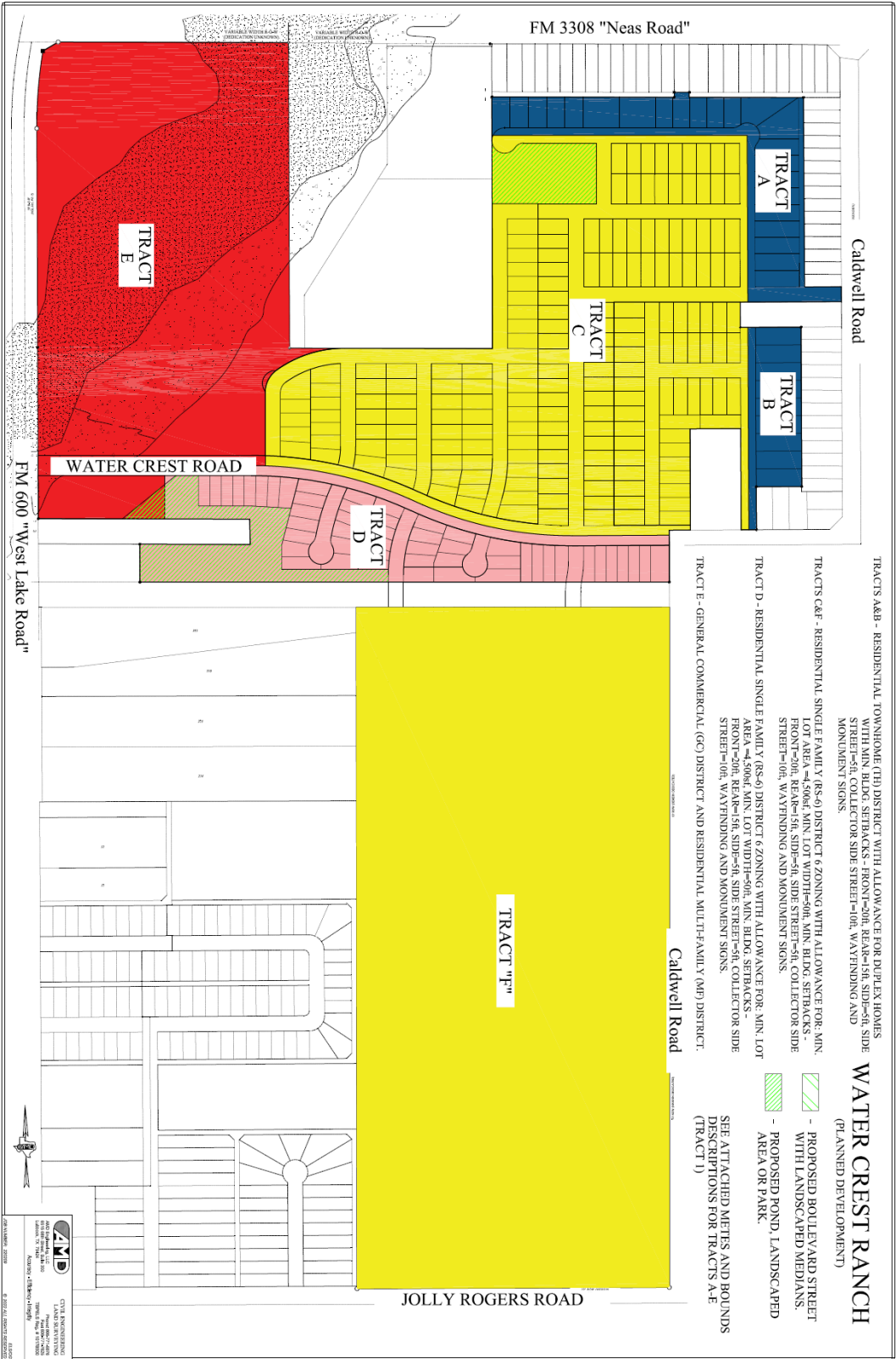
- Minimum lot size: 4,500 sf
- Minimum lot width: 50’
- Minimum front setback: 20’
- Minimum rear setback: 15’
- Minimum side setback: 5’

ADD: Tracts A, B, C, D, & F – Minimum side local street setback: 10’
Minimum side collector street setback: 15’

DELETE: EXHIBIT B (CONCEPT PLAN)

ADD: EXHIBIT B (CONCEPT PLAN)

EXHIBIT B



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**
 - **Local street setback: 10'**
 - **Collector street setback 15'**

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	
ISBELL 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	

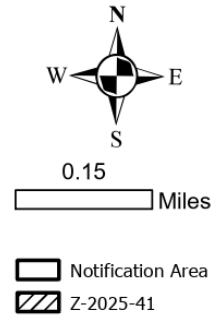
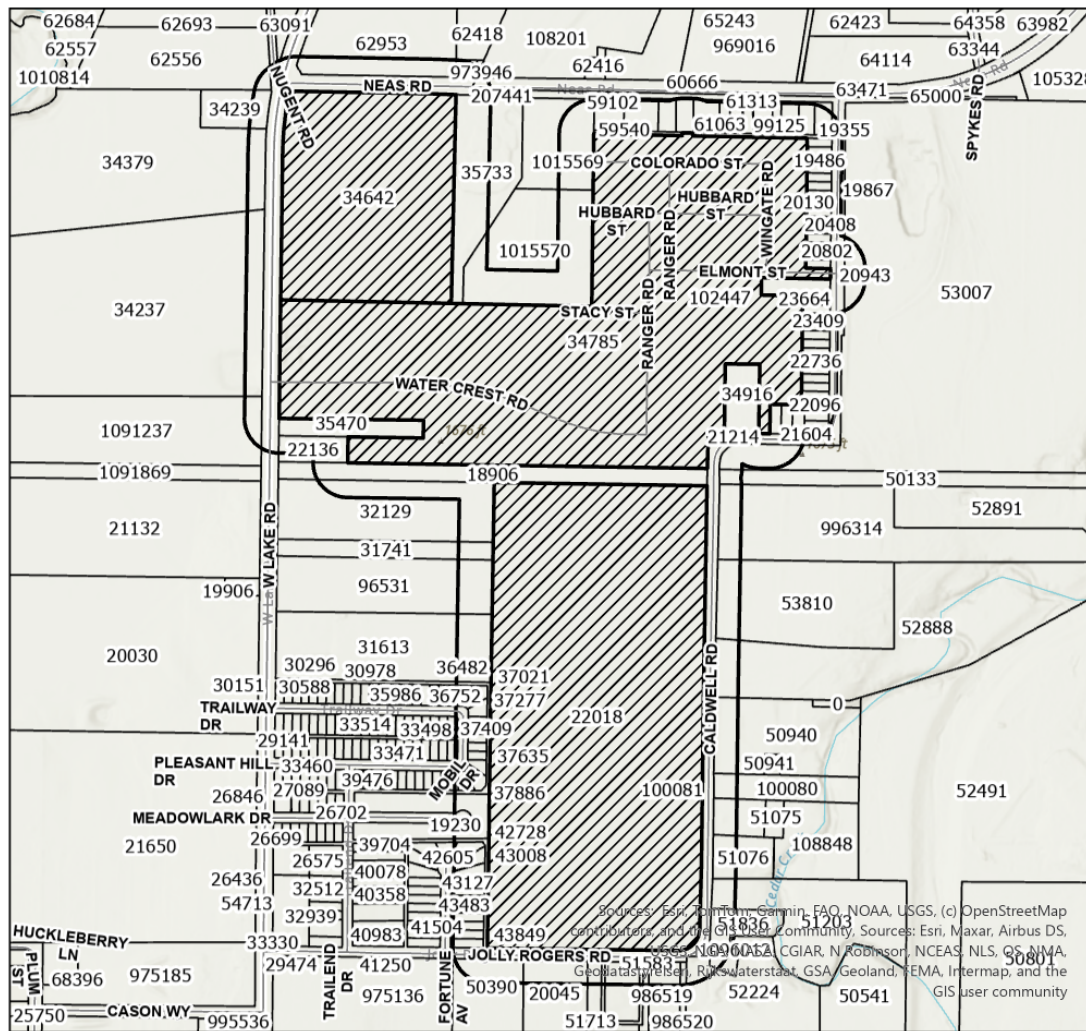
THORP JASON	37635	357 MOBIL DR	
TREJO RAINIERO CHAVEZ	20670	4374 CALDWELL RD	
TROY KATHERINE L	62362	549 NEAS RD	
WATER CREST RANCH ABILENE LLC	34785	4134 Y CALDWELL RD	
WEBBER JUANITA	20802	4366 CALDWELL RD	
WEEKS JOHNNY &	43849	3709 FORTUNE AV	
WELCH ROGER	53810	4065 CALDWELL RD	
WEST TEXAS UTILITIES CO	50133		
WHEELER EMMA	42728	3781 FORTUNE AV	
WILSON ROBERT DARIN & JO ANN	100080	3949 CALDWELL RD	

PROPERTY ID

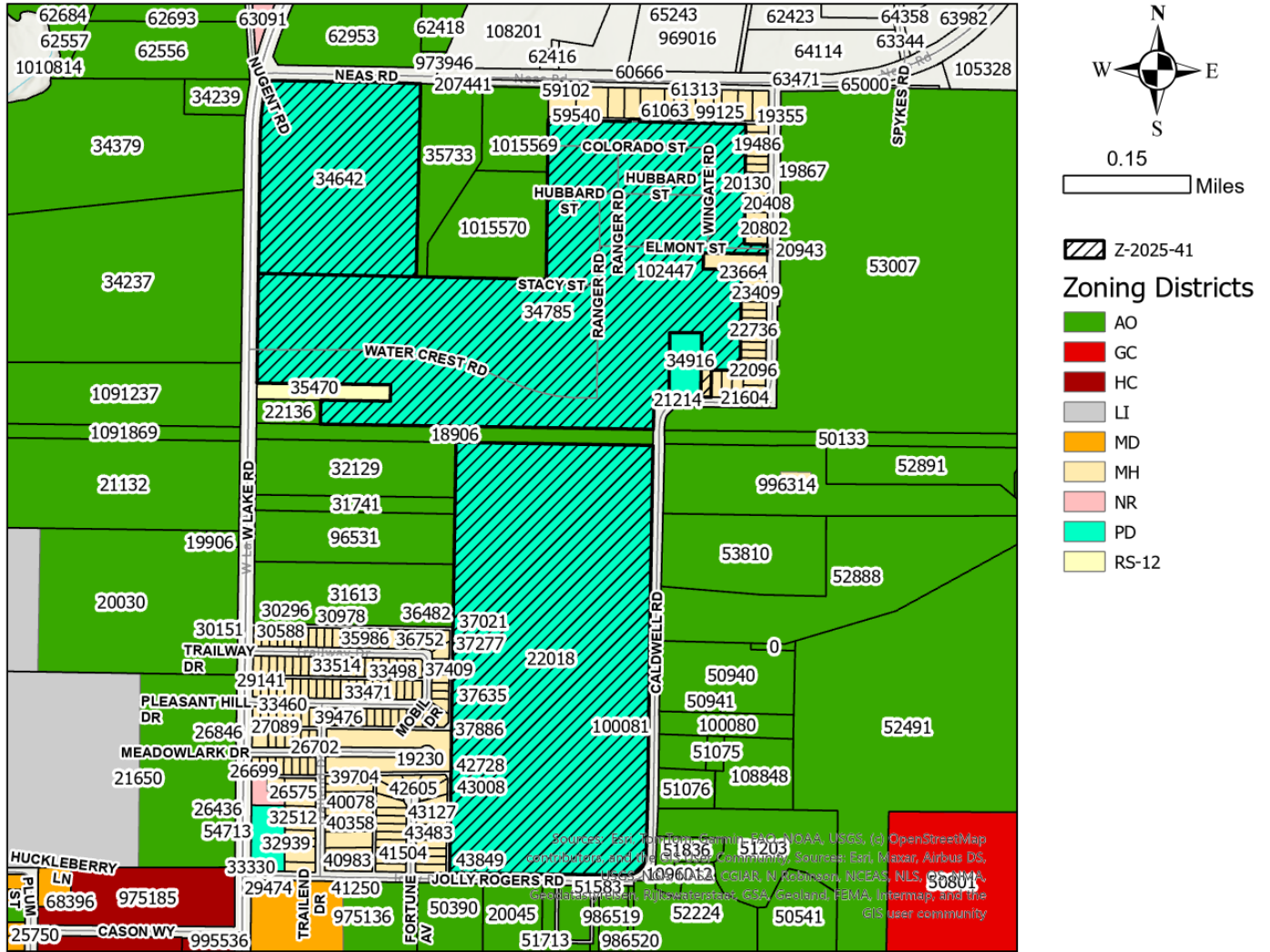
OWNER	PROP_ID	SITUS	RESPONSE
GARCIA JESSICA	19603	4434 CALDWELL RD	
FARTHING COLTEN L &	20001	4410 CALDWELL RD	
BARDIN BRAD S & EMILY G	20045	441 JOLLY ROGERS RD	
TREJO RAINIERO CHAVEZ	20670	4374 CALDWELL RD	
WEBBER JUANITA	20802	4366 CALDWELL RD	
FOREMAN JOE	20943	4358 CALDWELL RD	
TARPLEY GARRY GLENN	21341	4174 CALDWELL RD	
HONEYCUTT COREY JASON &	21604	4190 CALDWELL RD	
BARRETT LOLA	22136	4209 W LAKE RD	
BLACKBURN JANE E	22736	4242 CALDWELL RD	
CLEAR VIEW RV LLC	31613	4051 W LAKE RD	
FLEMING JOSEPH ALAN &	31741	4075 W LAKE RD	
MC CORMACK MICHAEL & SARA	32129	4173 W LAKE RD	
RADER BRITTANY MICHELLE	33491	317 TRAILWAY DR	
MWANZA PATRICIA KALONDU	34237	4244 W LAKE RD	
PRESSWOOD LEE A	34239		
CARTER TAMMY KILLOUGH	34379		
WATER CREST RANCH ABILENE LLC	34785	4134 Y CALDWELL RD	
MATA JOSE & MELANEA	34916	4148 CALDWELL RD	
RODRIGUEZ MARY NELL	35470	4217 W LAKE RD	
BONTKE BROTHERS CONST INC	35733		
THORP JASON	37635	357 MOBIL DR	
ISELL ANTHONY EUGENE	37770	349 MOBIL DR	
ADKINS KENNETH & PAM	42605	3790 FORTUNE AV	
WHEELER EMMA	42728	3781 FORTUNE AV	
ROWTON RICHARD VAN JR &	43008	3765 FORTUNE AV	
KUZMIC SEAN	43250	3749 FORTUNE AV	
BYERS MICHAEL	43601	3725 FORTUNE AV	
BERRY SCOTT AARON	43725	3717 FORTUNE AV	
WEEKS JOHNNY &	43849	3709 FORTUNE AV	
WEST TEXAS UTILITIES CO	50133		

BUERGER WENDELL ET AL	50390	401 JOLLY ROGERS RD	
LADYMAN WALTER ANDREW	51076	3825 CALDWELL RD	
4T CATTLE & LAND CO LLC	51203	3741 CALDWELL RD	
COCKERELL EDWARD IV &	51583	581 JOLLY ROGERS RD	
BROWN JAMES LYNN	51836	3709 CALDWELL RD	
BARR CHAD &	52224		
CLEVINGER GARY ALAN	52888	4001 CALDWELL RD	
WELCH ROGER	53810	4065 CALDWELL RD	
HIT VENTURES LLC	59102	317 NEAS RD	
GASS CLARENCE LEROY III &	59540	349 NEAS RD	
FARMER MARTY	60079	357 NEAS RD	
KORI ZANE STAR	60373	401 NEAS RD	
BUNSELMEYER AURELIA B	60666	417 NEAS RD	
MOORE GREATHOUSES LLC	61063	441 NEAS RD	
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	
TROY KATHERINE L	62362	549 NEAS RD	
PRESSWOOD CLARENCE W	62556		
HANTMAN JOSEPH M REV TRUST	62953	4995X W LAKE RD	
HAMILTON STEPHANIE ROBYN	63091		
BLANTON RANDY	96531	4063 W LAKE RD	
JASSO JOSE L	99125	527 NEAS RD	
WILSON ROBERT DARIN & JO ANN	100080	3949 CALDWELL RD	
Confidential Owner	100081	3919 CALDWELL RD	
HAWKINS MEKIL	102447	4334 CALDWELL RD	
KOSTIC HOLDINGS LLC	207441		
PEACOCK WILLIAM T &	973944	204 NEAS RD	
SPYKES ROY DON & NORMA	973945		
HARDESTY JOSEPH CONNOR	974738	202 NEAS RD	
SMITH PATRICIA MARTIN	986520	465 JOLLY ROGERS RD	
HOOD DEREK L	996314	4073 CALDWELL RD	
SHERRILL CHARLES M & LISA	1015569	249 NEAS RD	
PRESSWOOD C W ESTATE	1091237		

NOTIFICATION MAP

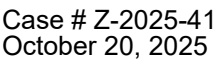


ZONING MAP



Boukges, Esri, Garmin, Garmin FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS user community. Sources: Esri, Maxar, Airbus DS, GeoEye, IGN, CNES-Airbus DS, CGIAR, N.A. Robinson, NCEAS, NLS, GEBCO, Mapbox, AerIAL, Microsoft Corporation, Swire, GEBCO, Esri, DeLorme, GeoEye, "Geodata.srsen", Rijkswaterstaats, GSA, Geoland, FEMA, Intermap, and the

83607 51203
986519 52224 50541
51588 50804



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° 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° 02' 37" W. a distance of 100.00 feet;

17) THENCE N. 88° 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° 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° 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° 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° 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° 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° 28' 25", a chord length of 307.17 feet and a chord bearing of N. 05° 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° 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

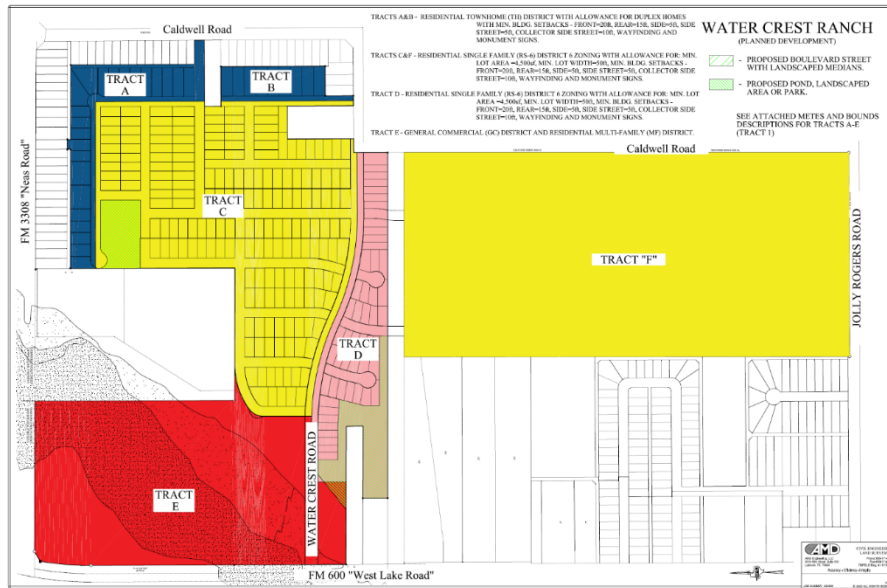
Tracts A, B, C, D, and F – Minimum Corner Local Street Side Setback: 10 feet
Minimum Corner Collector Street Side Setback: 15' feet ~~10 feet~~

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.

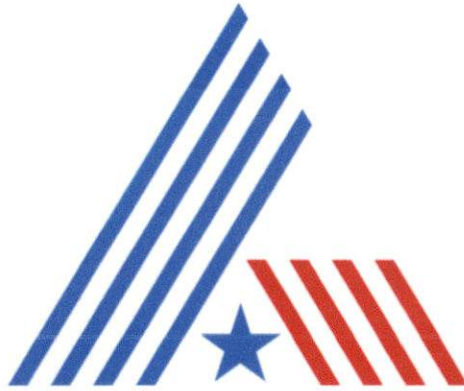
ORDINANCE NO. _____

EXHIBIT B (Concept Plan)



-END-

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
☒ PDD Amendment
☐ Rezoning
☐ Street Name Change
☐ Easement Release
☐ Thoroughfare Abandonment

Relief Procedures

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

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

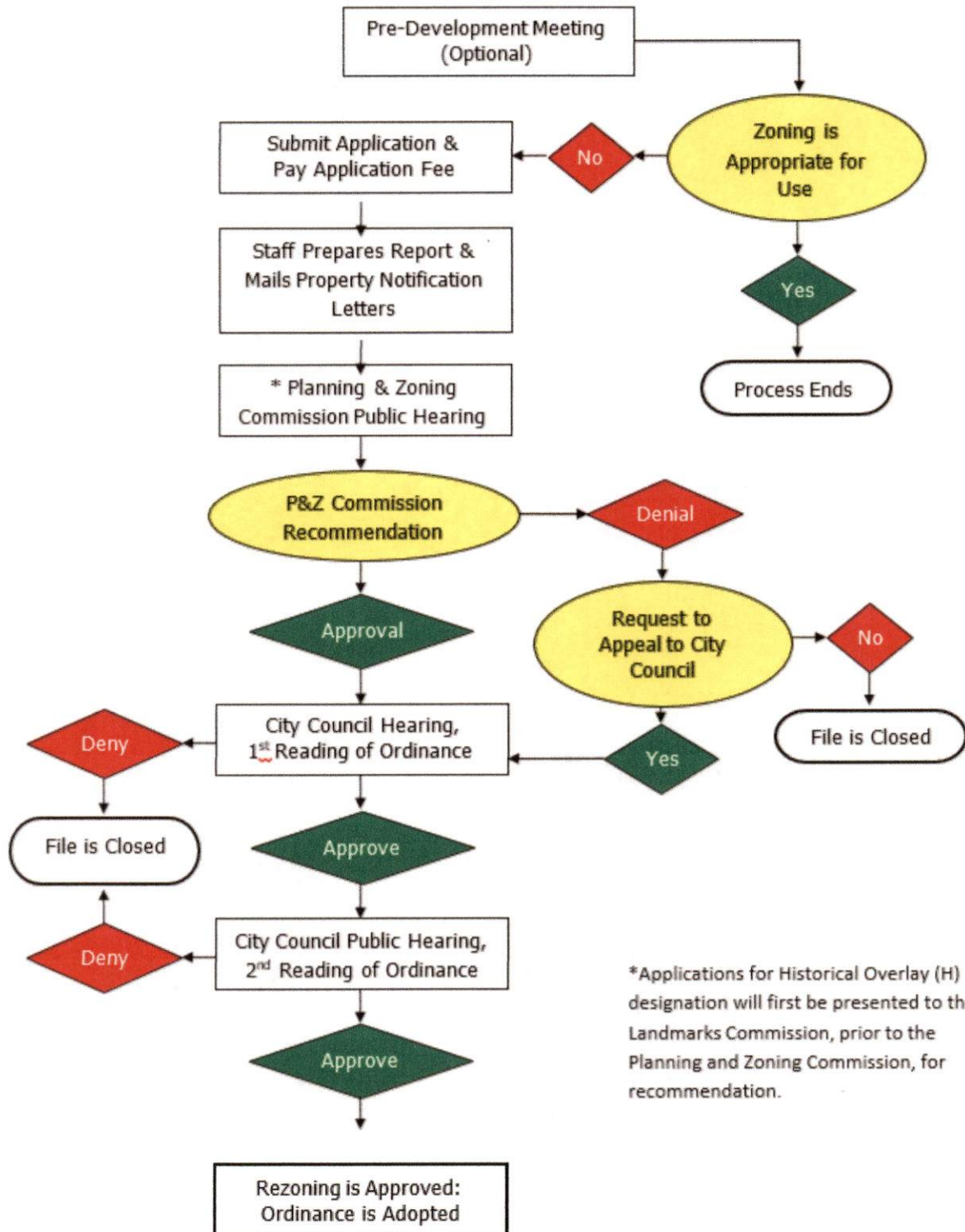
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

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 Total Number of Acres: _____
Zoning Classification(s): RS-6 W/EXCEPTIONS Total Number of Lots: _____
Location: WEST LAKE ROAD

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.

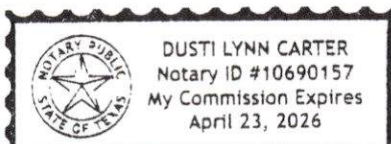
Property Owner's Signature: _____ Date: 7/30/25

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: [Signature]

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

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



ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: _____


9.30.25

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.

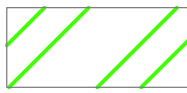
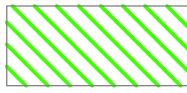
Caldwell Road

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

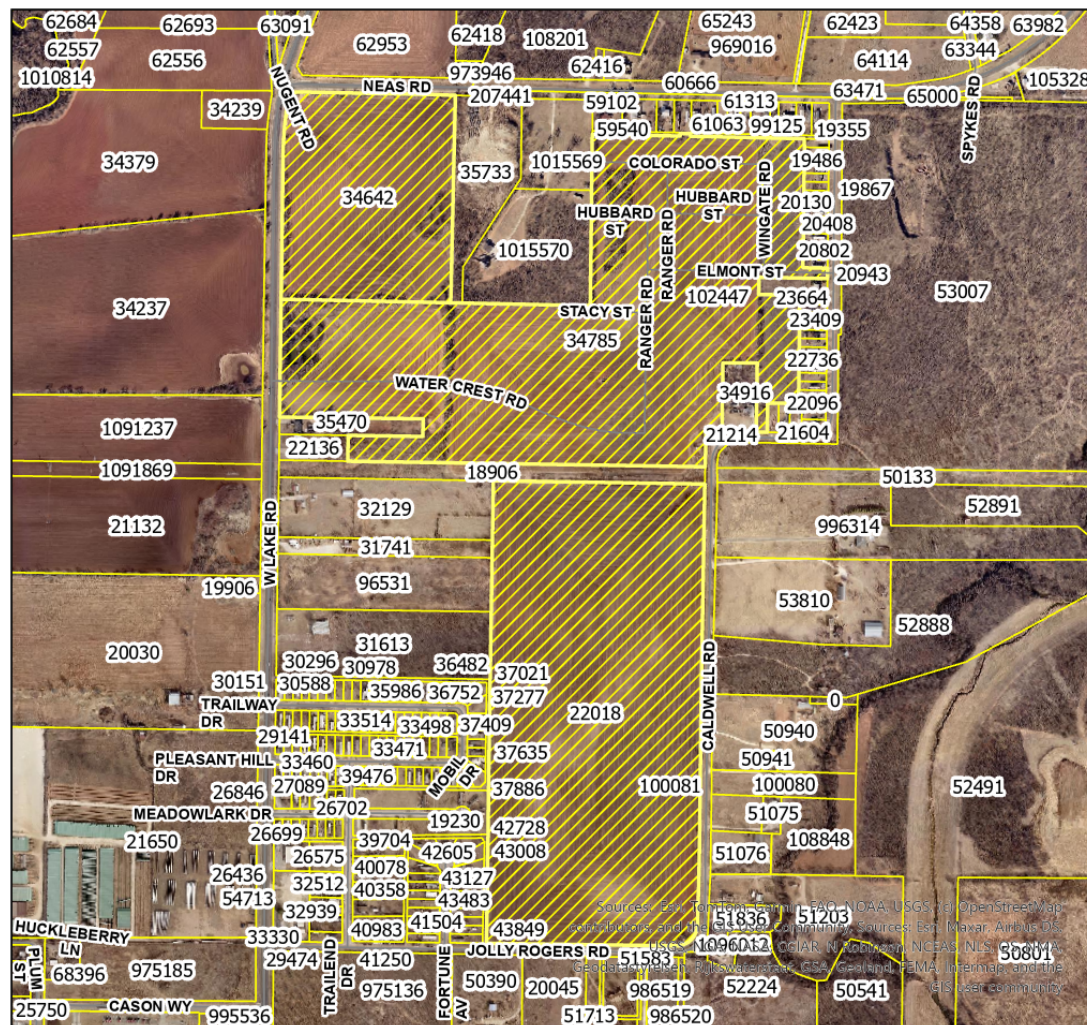
Planning & Zoning: November 4, 2025

Council Hearing: November 6, 2025
November 20, 2025





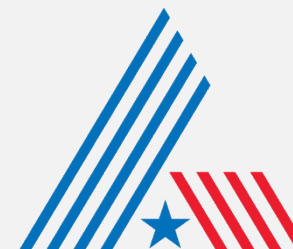
AERIAL LOCATION MAP



0.15

Miles

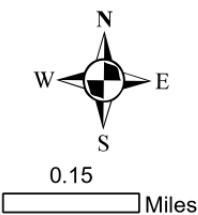
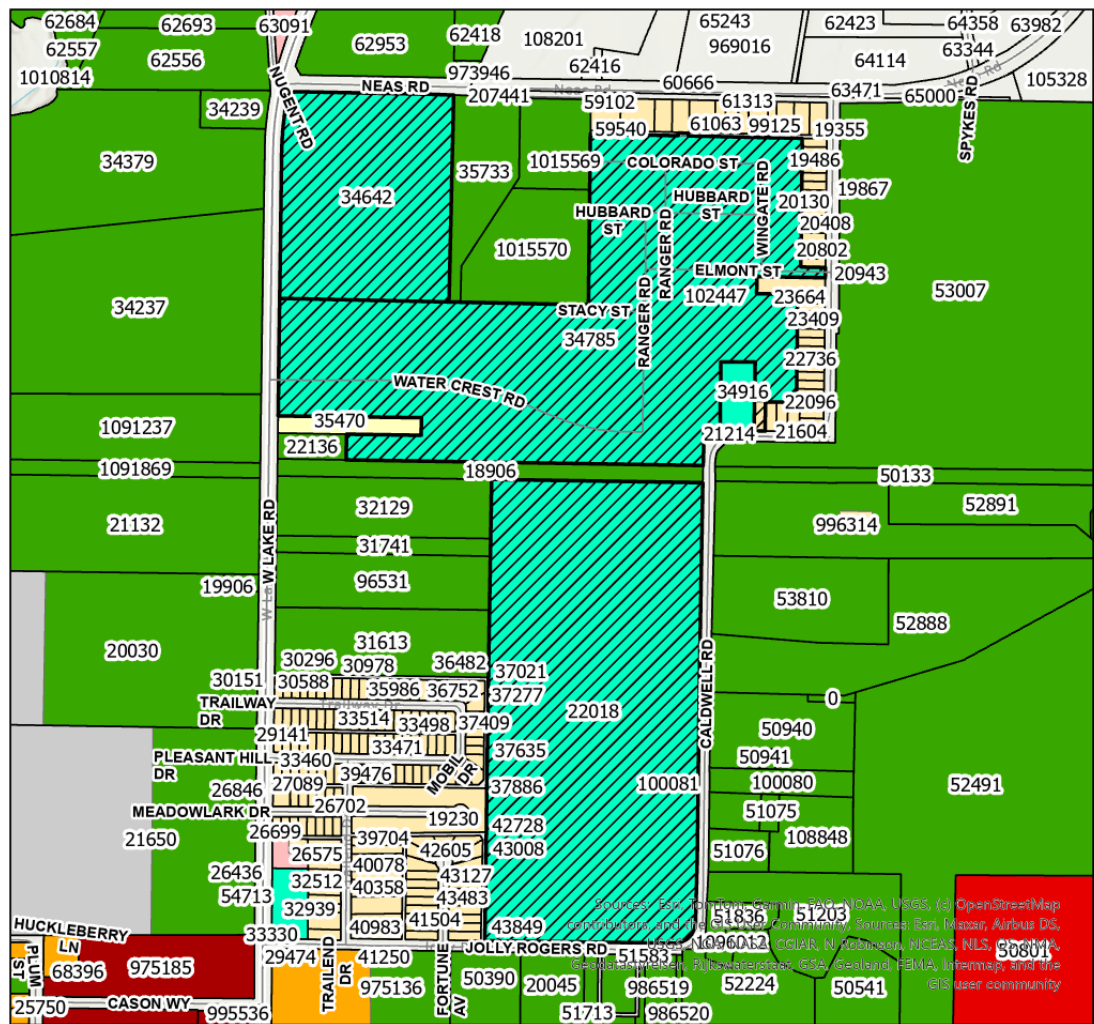
Z-2025-41



CITY OF
ABILENE
TEXAS



ZONING MAP

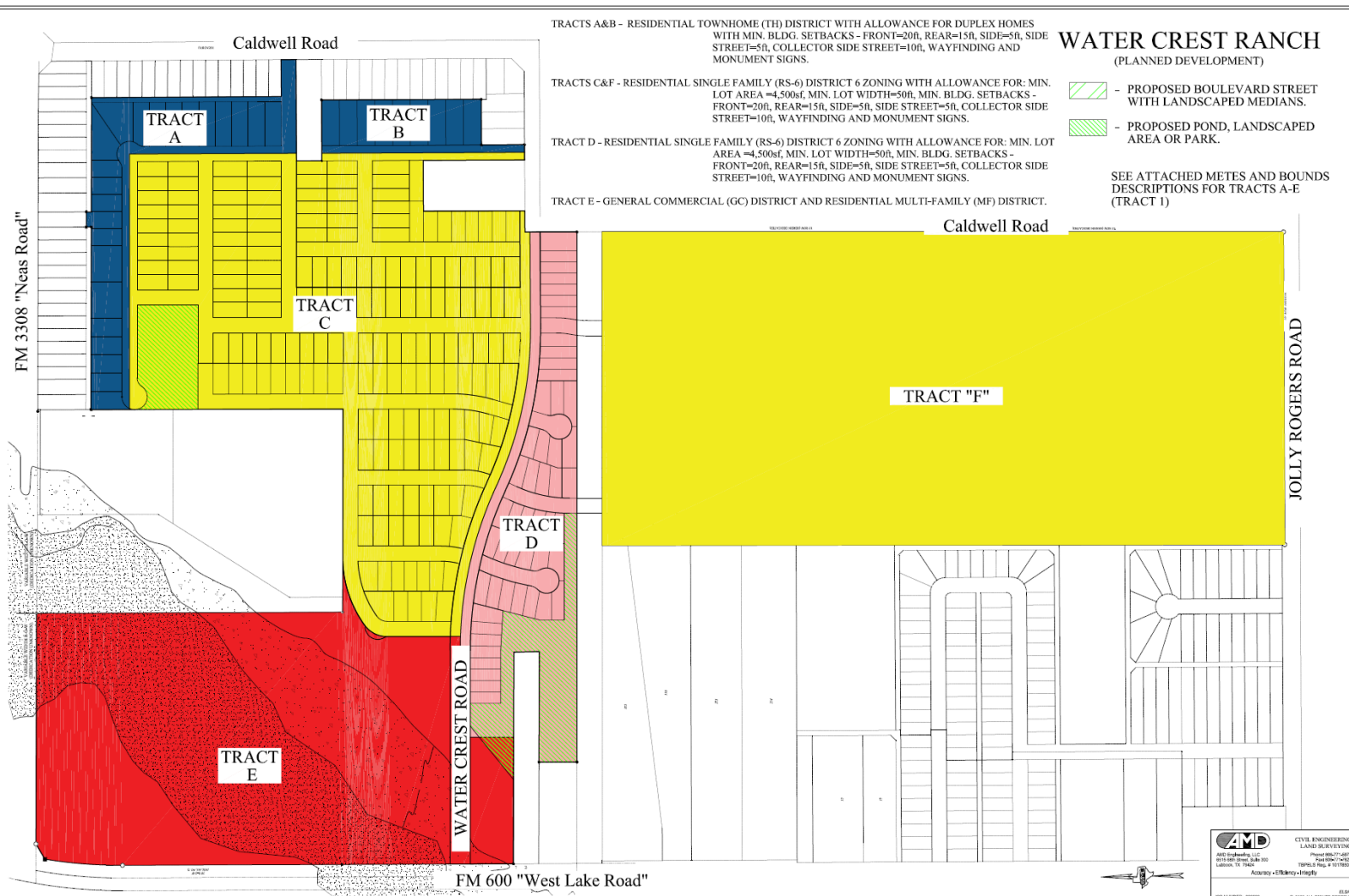


- ▨ Z-2025-41
- Zoning Districts**
- AO
 - GC
 - HC
 - LI
 - MD
 - MH
 - NR
 - PD
 - RS-12



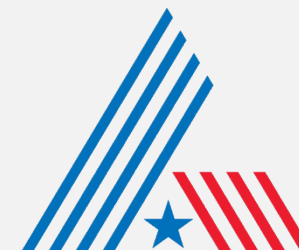
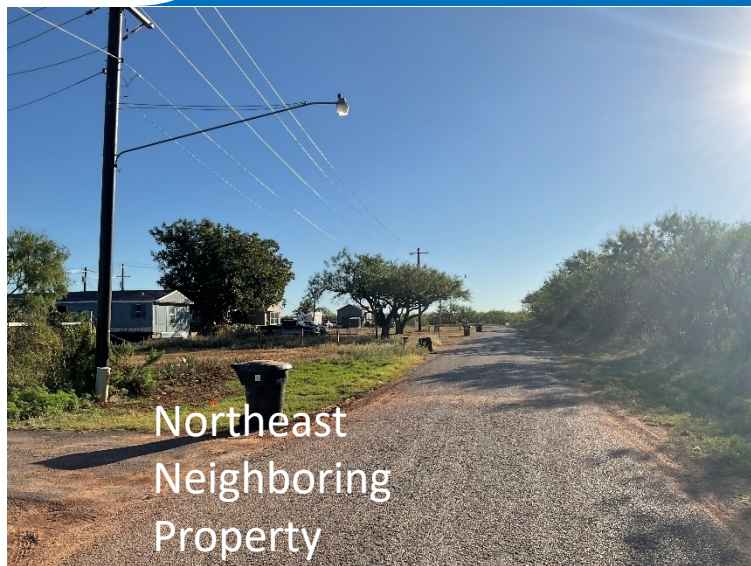


CONCEPT PLAN





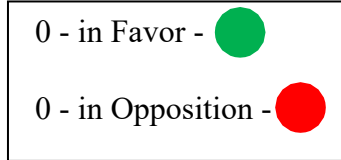
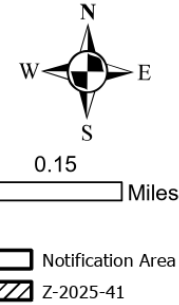
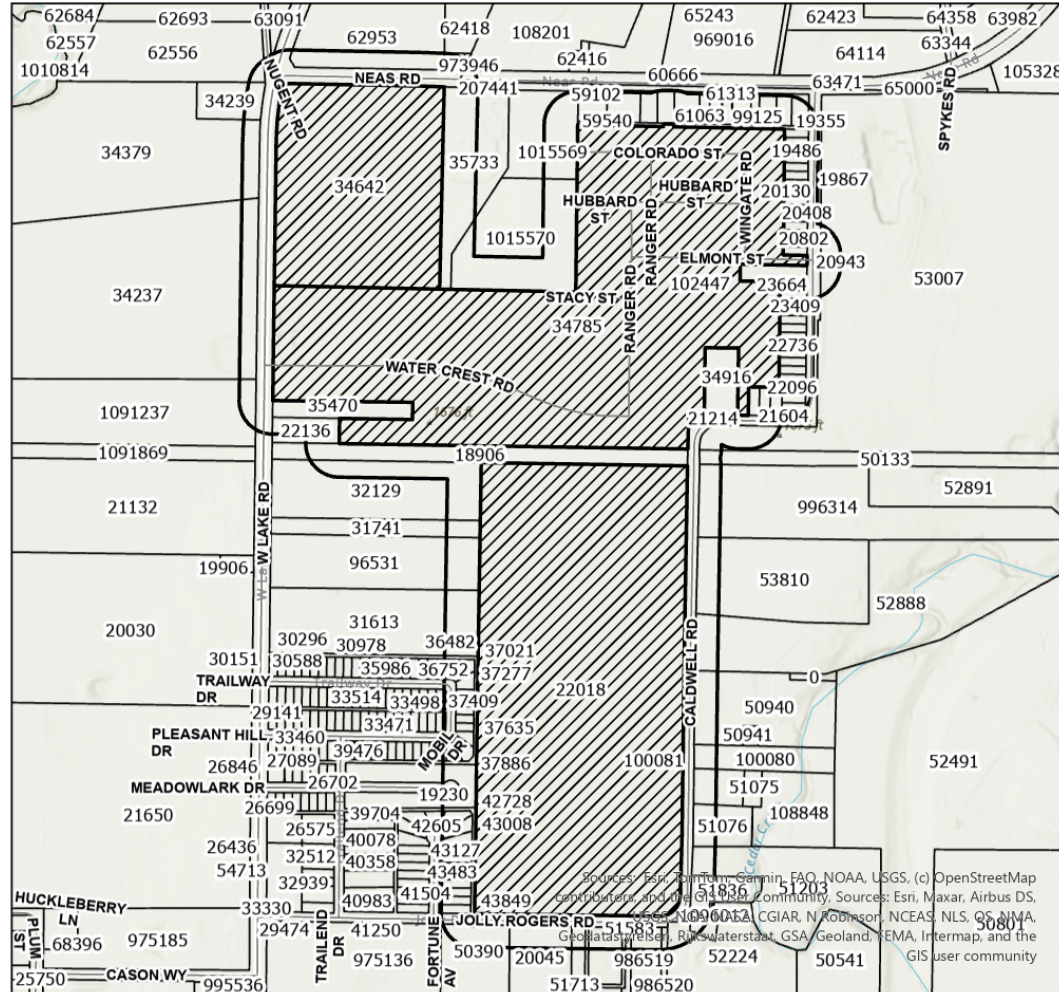
VIEWS OF SUBJECT PROPERTY



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
11/20/2025**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney

ITEM: 25. 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. 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

19. Ishmael Jaimes v. City of Abilene; Civil Action No. 1:25-cv-00249-H; In the United States District Court, Northern District of Texas, Abilene Division; filed November 13, 2025

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

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 Rainy Creek

2. Project Surf

3. Lancium Project

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:



**CITY COUNCIL
MEMORANDUM
11/20/2025**

TO: Honorable Mayor & Members of the City Council
FROM: Emily Crawford, City Manager
ITEM: 26. 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 in the meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. City Council Presentation Slides - DCOA 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. 20, 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
11/20/2025**

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 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. City Council Presentation Slides - 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. 20, 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
11/20/2025**

TO: Honorable Mayor and City Council Members
FROM: Emily Crawford, City Manager
ITEM: 28. 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:

1. City Council Presentation Slides - Surf 380

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Economic Development Agreement for Project Surf

Nov. 20, 2025





Chapter 380 Economic Development Agreement

- The City desires to enter into a Chapter 380 Economic Development Agreement for a new business, Project Surf, that will generate new jobs, expanded business enterprise, property tax, and sales tax to the City.
- The 380 Agreement includes the Infrastructure Incentive from the DCOA and the Economic Development Agreement from the TIRZ #2.
- Terms of the Agreement were discussed in Executive Session and will be announced upon completion of contract execution.

