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 December 18, 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

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

1. Mayor Pro-tem Brian Yates

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Recognition:**

- Veteran's Cemetery Customer Service Award

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

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

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase of Two 2027 Freightliner M2 Trucks with 5-6 Yard Ledwell Dump Bodies from Lonestar Truck Group, Abilene, Texas for Water Distribution ***(Don Green)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One 2027 International MV607 SBA 6-7 Yard Dump Truck with New Wildhorse 10 ft Demo Dump Body from Roberts Truck Center, Tye, Texas for Water Distribution ***(Don Green)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One 2027 International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides from Roberts Truck Center, Tye, Texas for Stormwater Services ***(Don Green)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Telematics Software from Samsara through Sourcewell Cooperative Contract #102924-SAM ***(Don Green)***

8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2614 Butterfield Meadows Alley Reconstruction (Phase I) to Epic Construction Co. (***Max Johnson)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing an Advanced Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for the S. 14th Street Signal Improvements Project ***(Max Johnson)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Phoenix Fabricators and Erectors, LLC for the Second Pressure Plane - 1.5 MG Elevated Storage Tank ***(Matthew Dane)***

11. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Amendment for Geographical Information Services for the Water Utility Department in the Fiscal Year 2026 with Resource Data, Inc. ***(Troy Swanson)***

12. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a provider of Microsoft Implementation Services ***(Troy Swanson)***

13. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Voya Financial, a Part of Reliastar Insurance Company, to Provide Stop Loss Insurance and Amwins Group, Inc. to Provide Gene Therapy Solutions ***(Pamela Williams)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with West Texas Custom Builders for 1310 Locust St. ***(Tim Littlejohn)***

15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Habitat for Humanity for 1217 Plum St. ***(Tim***

Littlejohn)

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Brick and Mortar Properties for 2826 Roberts St. ***(Tim Littlejohn)***

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Summit SCVS Inc. for 1425 Cedar St. ***(Tim Littlejohn)***

18. **Ordinance (First Reading) OAM-2025-01:** Receive a Report, Hold a Discussion and Take Action on an Amendment to Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks of the Land Development Code (LDC). ***(Tim Littlejohn)***

19. **Ordinance (First Reading) Z-2025-42:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 17.11 Acres From Agricultural Open (AO) And Medium Density (MD) To Multi Family (MF). Located At 2242 Oakland Dr. ***(Tim Littlejohn)***

20. **Ordinance (First Reading) Z-2025-43:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.1 Acres From Heavy Industrial (HI) To Light Industrial (LI) Zoning. Located At 2258 South Treadaway Boulevard. ***(Tim Littlejohn)***

21. **Ordinance (First Reading) Z-2025-44:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, to Change the Zoning of Approximately 109.8 Acres from Light Industrial (LI) to General Commercial (GC). Located at 1202 Elmdale Road. ***(Tim Littlejohn)***

22. **Ordinance (First Reading) CUP-2025-18:** 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 an RV Park. Located At 1202 Elmdale Road. ***(Tim Littlejohn)***

23. **Ordinance (First Reading) Z-2025-45:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Agricultural Open (AO) To Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750. ***(Tim Littlejohn)***

24. **Ordinance (First Reading) CUP-2025-19:** 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 Duplexes In Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750. ***(Tim Littlejohn)***

25. **Ordinance (First Reading) Z-2025-46:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.74 Acres From Mobile/Manufactured Home (MH) To Multifamily (MF) Zoning. Located At 317 Neas Road. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract with Sedalco Construction Services for the Abilene Zoo Phase 1 of Africa Series of Exhibits Project ***(Jesse Pottebaum)***

27. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 19.12 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement ***(Tim Littlejohn)***

28. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 140.97 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement ***(Tim Littlejohn)***

29. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 47.18 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement ***(Tim Littlejohn)***

30. **Ordinance (Final Reading) Z-2025-47:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Amend the Terms of PDD-181. Specifically, to Amend the Boundaries of This Planned Development District. Located at 5502 Spinks Road. ***(Tim Littlejohn)***

EXECUTIVE SESSION

31. **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
20. Abilene/Taylor County Child Advocacy Center Board Bylaws

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. DCOA Project King
2. Project Rainy Creek
3. Site Infrastructure Agreement with Abilene DC9, LLC

RECONVENE

REGULAR AGENDA

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

- Airport Development Board
- Abilene Housing Authority
- Board of Adjustment
- Development Corporation of Abilene
- Neighborhood Services Advisory Board

33. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding the Management Services to Lone Star Golf Course Management, LLC, and Authorizing the City Manager to Enter into Negotiations with Lone Star Golf Course Management, LLC for the Management Services Contract for Maxwell Golf Course ***(Lesli Andrews)***

34. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Agreement for Project Rainy Creek ***(Emily Crawford)***

35. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project King for the Development Corporation of Abilene, Inc. ***(Misty Mayo)***

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 12th day of December, 2025, at 12:05 p.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Honorable Mayor & Members of City Council**
FROM: **Shawna Atkinson, City Secretary**

ITEM: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 4, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on December 4, 2025

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 12-04-2025 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

CITY COUNCIL MEETING
December 4, 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 December 4, 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, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Deputy Mayor Pro-tem Blaise Regan was absent. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Travis Craver led the invocation.

George Applin and Lane Martinez, both from Purcell Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Employee Service Awards:
  - George Votaw – 20 Years – Public Works
  - Leticia Reeves – 20 Years – Planning & Development Services

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-9. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Tammy Fogle
- Samuel Garcia

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda, consisting of items 3-9. Mayor Pro-tem Yates seconded the motion. Motion carried.

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on November 20, 2025

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Application for a Texas Parks and Wildlife Department Boating Access Grant
[ASSIGNED RESOLUTION NO. 247-2025]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations
[ASSIGNED RESOLUTION NO. 248-2025]

6. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 19.12 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement

7. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 140.97 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement

8. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 47.18 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement

9. Ordinance (First Reading) Z-2025-47: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Amend the Terms of PDD-181. Specifically, to Amend the Boundaries of This Planned Development District. Located at 5502 Spinks Road

REGULAR AGENDA

10. Ordinance (Final Reading) CUP-2025-16: Receive a Report, Hold a Discussion and Public Hearing and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Tattoo Parlor. Located at 202 Pine Street.
[ASSIGNED ORDINANCE NO. 91-2025]

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

Councilmember Price expressed his concerns with limiting their hours of operation as they indicated in their plan of operation, as that locks them into those hours. He would like to remove the days listed so they don't have to come back to have that approved again if they'd like to change.

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 with the amendment of removing the allowed days of operation. Councilmember Craver seconded the motion; motion carried.

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

11. Ordinance (Final Reading) HOZ-2025-01: Receive a Report, Hold a Discussion and Public Hearing, 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.
[ASSIGNED ORDINANCE NO. 92-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply Historic Overlay Zoning (HOZ) to the above referenced location.

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

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

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

12. Ordinance (Final Reading) Z-2025-26: Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 93-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning at the above referenced location from Agricultural Open Space (AO) to General Commercial (GC).

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

- Katie Presswood
- Kathy Bunkley
- Samuel Garcia
- Tammy Fogle
- Jimmy Rogers

The following spoke in favor of the item:

- Clint Rosenbaum, agent for the applicant

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

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

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

13. Ordinance (Final Reading) Z-2025-39: Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 94-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning at the above referenced location from General Retail (GR) to General Commercial (GC).

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

14. Ordinance (Final Reading) CUP-2025-16: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 Acres from Agricultural Open (AO) & Residential-Single Family (RS-12) to Medium Density (MD) Zoning. Located at 5400 Ridgeline Drive.
[ASSIGNED ORDINANCE NO. 95-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Agricultural Open Space (AO) and Residential Single-Family (RS-12) to Medium Density (MD).

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

- Tammy Fogle

The following spoke in favor of the item:

- Tal Filingham, agent for the applicant

With no other 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, and Councilmembers Price, Beard, Espinoza and Craver
NAYS (0): None
ABSENT (1): Deputy Mayor Pro-tem Regan

15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Creation of the City of Abilene Reinvestment Zone No. RZ25-1 Being Approximately 614.91 Acres
[ASSIGNED ORDINANCE NO. 96-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would create Reinvestment Zone No. RZ25-1 for 614.91 acres of land in Taylor County, which is part of the Lancium Campus.

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

- Samuel Garcia
- Tammy Fogle

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

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:30 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

16.F.551.087 (Business Prospect/Economic Development)

1. Lancium Projects

The Executive Session ended at 10:13 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Tax Abatement Agreement and Second Tax Abatement Agreement with Lancium LLC and Abilene DC 9, LLC (Phase 9), Tax Abatement Agreement and Second Tax Abatement Agreement with Lancium LLC and Abilene DC 10, LLC (Phase 10), and Tax Abatement Agreement and Second Tax Abatement Agreement with Lancium LLC and Abilene DC TPP, LLC (Electricity Generation Plant).
[ASSIGNED RESOLUTION NO. 249-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would approve tax abatement agreements with Lancium LLC and Abilene DC LLC, for the tax abatement agreement and second tax abatement agreement for Phase 9, the tax abatement agreement and second tax abatement for phase 10, and the tax abatement agreement and second tax abatement agreement for the electricity generation plant for the Lancium Campus.

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

18. 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. 250-2025]

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

Board	Term End Date
Abilene Housing Authority	
Aida Pantoja [New]	November 2026 [unexpired term]
Airport Development Board	
Nanci Liles [Reappointment]	November 2028
Travis Ruiz [New]	November 2028
Board of Building Standards	
Lloyd Turner [Regular] [Reappointment]	November 2027
David Brosig [Altnerate] [Reappointment]	November 2027

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 10:18 a.m.

_____
Shawna Atkinson
City Secretary

_____
Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **4. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase of Two 2027 Freightliner M2 Trucks with 5-6 Yard Ledwell Dump Bodies from Lonestar Truck Group, Abilene, Texas for Water Distribution *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2027 Freightliner M2 Trucks with 5-6 Yard Ledwell Dump Bodies through Sourcewell Cooperative contract #032824-DAI from Lonestar Truck Group, Abilene, Texas for Water Distribution. These units are to replace existing units, 3571 and 3682 that have met the end of their useful life. Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Sourcewell is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement fund and total $280,602.00.The funds for one purchase was planned for and included in the FY24 Budget Process. The funds for the second purchase was planned for and included in the FY25 Budget Process. The purchase is $26,602.00 over budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services and the Water Distribution Division recommends the purchase of 2 2027 Freightliner M2 Trucks with 5-6 Yard Ledwell Dump Bodies through Sourcewell Cooperative contract #032824-DAI from Lonestar Truck Group, Abilene, Texas.

ATTACHMENTS:

1. FY26 CO-OP 5-6 Yard Dump Truck Resolution Lonestar
2. Pricing Worksheet 12/3/2025
3. FY26 CO-OP 5-6 Yard Dump Trucks Addtl Info (2)
4. FY26 CO-OP 5-6 Yard Dump Trucks Budget vs Actual Lonestar
5. FY26 CO-OP 5-6 Yard Dump Truck PiP Lonestar

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE TWO 2027 FREIGHTLINER M2 TRUCKS WITH 5-6 YARD LEDWELL DUMP BODIES FROM LONESTAR TRUCK GROUP, ABILENE, TX THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-DAI.

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

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

WHEREAS, These units will be 2027 Freightliner M2 Trucks with 5-6 yard Ledwell Dump Bodies; and

WHEREAS, City of Abilene received pricing for two 2027 Freightliner M2 Trucks with 5-6 yard Ledwell Dump Bodies through Sourcewell Cooperative Contract #032824-DAI, and

WHEREAS, Lonestar Truck Group is the Sourcewell approved vendor for the trucks.

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

PART 1: That the City Council approves this purchase from Lonestar Truck Group of Abilene, Texas in the amount of Two Hundred and Eighty Thousand, Six Hundred Two Dollars and zero Cents. ($280,602.00) for two 2027 Freightliner M2 Trucks with 5-6 yard Ledwell Dump Bodies through Sourcewell Cooperative Contract #032824-DAI.

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

ADOPTED this 18h day December 2025

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Lonestar Truck Group

502 W. Overland Trail Abilene, Tx 79601

Main: 325-677-8187

SOURCEWELL QUOTE SHEET

12/3/2025

City of Abilene
555 Walnut
Abilene, TX 79604

Member Account # Daimler Contract # 032824-DAI

2027 Freightliner M2
Spec File- "CofAbilene 33k-M2 Dump Trk-2027MY"

Chassis Price

Pre Discount Price:	$139,499
Sourcewell Discount:	$43,467 (31.16%)
Discounted Price to Sourcewell Member:	$96,032

Non-Discountable Items

Tariff Increase:	$1,500
Freight From Factory:	$3,375
2027MY Increase:	$2,500
Carb-Base Warranty Charge 6.7:	$1,445
Cummins Tariff Charge:	$ 205
GHG24 Surcharge-Cummins	$ 555

Total Chassis Price:	$105,612
Ledwell Body-Qte# MQTE0018470:	$34,689
Final Selling Price:	$140,301
Quantity:	2
Total PO Amount:	**$280,602**

***THIS QUOTE IS GOOD FOR 30 DAYS**

***SUBJECT TO FACTORY RAW MATERIAL SURCHARGES, TARIFFS & FREIGHT INCREASES**

***CUSTOMER CONCESSION PRICING WILL BE RE-EVALUATED EACH QUARTER IN CY2026 PER DTNA**

APPROVAL:
Please indicate your acceptance of this quotation & specification by signing below:

Customer: X_____ Date: ___ / ___ / ___.

.

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
5-6 Yard Dump Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3571	Water Distribution	2005	Freightliner	M2 106	100,445	9,242	$116,083.67	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3682	Water Distribution	2007	Freightliner	M2 106	79,306.00	7,481	$120,208.34	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS
5-6 Yard Dump Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3571	4204	Water Distribution	5-6 Yard Dump Truck	$115,000.00	$140,301.00	$25,301.00	FY24 budgeted
3682	4204	Water Distribution	5-6 Yard Dump Truck	$139,000.00	$140,301.00	$1,301.00	FY25 Budgeted
				$254,000.00	$280,602.00	$26,602.00	Over Budget

5-6 Yard Dump Truck

CITY OF
ABILENE
TEXAS

5-6 Yard Dump Truck

- Replacing units 3571 and 3682 for Water Distribution.
- Units are to be 2027 Freightliner M2 Chassis with Ledwell Demo Dump body.
- Units are to be purchased from Lonestar Truck Group, Abilene, Texas Through Sourcewell Cooperative contract number 032824-DAI.

CITY OF ABILENE TEXAS

5-6 Yard Dump Truck

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One 2027 International MV607 SBA 6-7 Yard Dump Truck with New Wildhorse 10 ft Demo Dump Body from Roberts Truck Center, Tye, Texas for Water Distribution *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase One (1) 2027 International MV607 SBA 6-7 Yard Dump Truck with New Wildhorse 10 ft Demolition Dump Body from Roberts Truck Center, Tye, Texas for Water Distribution through Sourcewell Cooperative contract #032824-NVS for Water Distribution. This unit is to replace an existing unit, 4113, that has met the end of its useful life. Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Sourcewell is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The funds for this purchase are to be provided by the Fleet Replacement Fund at a total of $142,364.51. This purchase was planned for and included in the FY26 Budget Process. This is $5,635.49 under budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services and the Water Distribution Division recommend the purchase of One (1) 2027 International MV607 SBA 6-7 Yard Dump Truck with New Wildhorse 10 ft Demolition Dump Body from Roberts Truck Center, Tye, Texas for Water Distribution through Sourcewell Cooperative contract #032824-NVS for Water Distribution.

ATTACHMENTS:

1. FY26 CO-OP 6-7 Yard Dump Truck Resolution (12-18-25)
2. FY26 6-7YD Dump Truck Pricing Worksheet
3. FY26 CO-OP 6-7 Yard Dump Trucks Addtl Info (2)
4. FY26 CO-OP 6-7 Yard Dump Trucks Budget vs Actual (2)
5. FY26 CO-OP 6-7 Yard Dump Truck PiP (1)

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS, TO PURCHASE ONE 2027 INTERNATIONAL MV607 SBA DUMP TRUCKS WITH NEW WILDHORSE 10FT DEMOLITION DUMP BODY FROM ROBERTS TRUCK CENTER, TYE, TX, THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-NVS.

WHEREAS, City of Abilene has a need for One Six-Seven Yard Dump Truck; and

WHEREAS, City of Abilene budgeted for this purchase in Fiscal Year 2026, and

WHEREAS, This unit will be a 2027 International MV607 SBA Dump Truck with New Wildhorse 10ft Demolition Dump Body; and

WHEREAS, City of Abilene received pricing for one 2027 International MV607 SBA Dump Truck with New Wildhorse 10 ft Demolition Dump Body through Sourcewell Co-Operative Contract #032824-NVS, and

WHEREAS, Roberts Truck Center is the Sourcewell approved vendor for the Dump Truck.

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

PART 1: That the City Council approves this purchase from Roberts Truck Center of Tye Texas in the amount of One Hundred and Forty-Two Thousand, Three Hundred Sixty-Four Dollars and Fifty-One Cents. ($142,364.51) for one 2027 International MV607 SBA Dump Trucks with New Wildhorse 10ft Demolition Dump Body's through Sourcewell Co-Operative Contract #032824-NVS.

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

ADOPTED this 18h day December 2025

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

INTERNATIONAL

6-7 yard dump.

Sourcewell
Awarded Contract
Contract # 032824-NVS

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

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Abilene	Roberts Truck Center
Contact:	Emma Dillinger	P. Carpenter
Address:	898 Sandy St.	550 S. Access
City/State/Zip:	Abilene, TX. 76901	Tye, TX. 79563
Phone:	(325) 676-6068	(325) 677-3393
Email:	emma.dillinger@abilenetx.gov	phillip.carpenter@robertstruck.com

Proposal Number	7640-2
Date	10/27/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis				
New 2027 International MV607 Chassis			$	149,439.00
Base Chassis List		$ 116,422.00		
Options List		$ 33,017.00		
Sourcewell Contract Discount		30.3%	$	(45,308.62)
Volume Incentive			$	-
Material Price Increases			$	7,000.00
Net Sourcewell Chassis Price			$	111,130.38
Sourcewell Partner Body				
			$	-
			$	-
Handling Fee		4.00%	$	-
Non-Sourcewell Dealer Supplied Body				
New Wildhorse 10Ft. 6-7 yrd Demo Dump Box, Side Boards, Latter Rack,			$	33,400.00
Electric Tarp, Pintle Hitch, Painted White			$	-
Handling Fee		5.00%	$	1,670.00
Additional Post Build Work				
Prep. For Delivery, Fuel, Wieght Slip, Drivers Seat Cover, Mud Flaps,			$	900.00
Wash & Detail, Sticker, & Delivery			$	-
			$	-
Handling Fee		5.00%	$	45.00
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
Frt. From Body Co. to RTC Dealership in Tye			$	750.00
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
DMVIT			$	234.51
			$	-
			$	-
Final Sourcewell Per Vehicle Price FOB			**$**	**142,364.51**
Final Sourcewell Total Vehicle(s) Price			**$**	**142,364.51**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

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

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

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
5-6 Yard Dump Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4113	Water Distribution	2010	International	4300M7 SBA 4x2	93,428	9,698	$133,241.31	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS
6-7 Yard Dump Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4113	4204	Water Distribution	6-7 Yard Dump Truck	$148,000.00	$142,364.51	($5,635.49)	FY26 budgeted
				$148,000.00	$142,364.51	($5,635.49)	Under Budget

6-7 Yard Dump Truck

CITY OF
ABILENE
TEXAS

6-7 Yard Dump Truck

- Replacing unit 4113 for Water Distribution.
- Unit is to be 2027 International MV607 SBA Chassis with New Wildhorse 10 ft Demo Dump body.
- Unit is to be purchased from Roberts Truck Center, Tye, Texas Through Sourcewell Co-operative contract number 032824-NVS.

CITY OF ABILENE TEXAS

6-7 Yard Dump Truck

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One 2027 International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides from Roberts Truck Center, Tye, Texas for Stormwater Services *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase One (1) 2027 International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides from Roberts Truck Center, Tye, Texas through Sourcewell Cooperative contract #032824-NVS for Stormwater Services. This unit is to replace an existing unit, 4151, that has met the end of its useful life. Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Sourcewell is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The fund for this purchase are to be provided by the Fleet Replacement Fund and total $134,491.55. This purchase was planned for and included in the FY26 Budget Process. This is $40,508.45 under budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services and the Water Distribution Division recommend the purchase of One (1) 2027 International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides from Roberts Truck Center, Tye, Texas for Water Distribution through Sourcewell Cooperative contract #032824-NVS for Stormwater Services.

ATTACHMENTS:

1. FY26 CO-OP Platform Dump Truck Resolution (12-18-25)
2. FY26 Platform Dump Truck Pricing Worksheet
3. FY26 CO-OP Platform Dump Trucks Addtl Info (2)
4. FY26 CO-OP Platform Dump Truck Budget vs Actual (2)
5. FY26 CO-OP Platform Dump Truck PiP (1)

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE ONE 2027 INTERNATIONAL MV607 SBA DUMP TRUCKS WITH NEW KNAPHEIDE 14FT PLATFORM BODY WITH SIDES FROM ROBERTS TRUCK CENTER, TYE, TX, THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-NVS.

WHEREAS, City of Abilene has a need for One 14ft Platform Dump Truck; and

WHEREAS, City of Abilene budgeted for this purchase for one in Fiscal Year 2026, and

WHEREAS, This unit will be a 2027 International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides; and

WHEREAS, City of Abilene received pricing for one 2027 I International MV607 SBA Dump Truck with New Knapheide 14ft Platform Dump Body with Sides through Sourcewell Co-Operative Contract #032824-NVS, and

WHEREAS, Roberts Truck Center is the Sourcewell approved vendor for the Dump Truck.

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

PART 1: That the City Council approves this purchase from Roberts Truck Center of Tye Texas in the amount of One Hundred and Thirty-Four Thousand, Four Hundred Ninety-One Dollars and Fifty-Five Cents. ($134,491.55) for one 2027 International MV607 SBA Dump Trucks with New Wildhorse 10ft Demolition Dump Body's through Sourcewell Co-Operative Contract #032824-NVS.

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

ADOPTED this 18h day December 2025

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

INTERNATIONAL

Platform Dump.

Sourcewell
Awarded Contract
Contract # 032824-NVS

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

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Abilene	Roberts Truck Center
Contact:	Emma Dillinger	P. Carpenter
Address:	898 Sandy St.	550 S. Access
City/State/Zip:	Abilene, TX. 76901	Tye, TX. 79563
Phone:	(325) 676-6068	(325) 677-3393
Email:	emma.dillinger@abilenetx.gov	phillip.carpenter@robertstruck.com

Proposal Number	7640-3
Date	10/30/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis				
New 2027 International MV607 Chassis			$	145,425.00
Base Chassis List	$	116,422.00		
Options List	$	29,003.00		
Sourcewell Contract Discount		30.3%	$	(44,091.61)
Volume Incentive			$	-
Material Price Increases			$	7,000.00
Net Sourcewell Chassis Price			$	108,333.39
Sourcewell Partner Body				
New Knapiede 14Ft. Flatbed Dump with sides, Pintle hitch, Eletric Tarp,			$	28,125.00
body Tool Box, Painted White			$	-
Handling Fee		4.00%	$	1,125.00
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee		5.00%	$	-
Additional Post Build Work				
Prep. For Delivery, Fuel, Weight Slip, Mud Flaps,			$	900.00
Wash & Detail, Sticker, & Delivery			$	-
			$	-
Handling Fee		5.00%	$	45.00
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
Frt. From Body Co. to RTC Dealership in Tye			$	750.00
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
DMVIT			$	221.55
			$	-
			$	-
Final Sourcewell Per Vehicle Price FOB			**$**	**134,491.55**
Final Sourcewell Total Vehicle(s) Price			**$**	**134,491.55**

Additional Sourcewell Qualified Content	
Silver Package Award	**$1,200**

Terms:

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

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

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
5-6 Yard Dump Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4151	Stormwater	2010	International	4300M7 SBA 4x2	105,054	10,255	$116,083.67	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS
5-6 Yard Dump Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4151	4105	Stormwater	Platform Dump Truck	$175,000.00	$134,491.55	($40,508.45)	FY26 budgeted
				$175,000.00	$134,491.55	($40,508.45)	Under Budget

Platform Dump Truck

CITY OF
ABILENE
TEXAS

Platform Dump Truck

- Replacing unit 4151 for Stormwater.
- Unit is to be 2027 International MV607 SBA Chassis with New Knapheide 14ft Flatbed Dump with sides body.
- Unit is to be purchased from Roberts Truck Center, Tye, Texas Through Sourcewell Co-operative contract number 032824-NVS.

CITY OF ABILENE TEXAS

Platform Dump Truck

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Telematics Software from Samsara through Sourcewell Cooperative Contract #102924-SAM *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase vehicle telematics software from Samsara, Inc. The software has been in place in 510 City vehicles for the past three years and been expanded to 569 units over that time. The system has provided Fleet Services, as well as other City departments, operational data that has driven additional efficiency across the organization. The original purchase was authorized by City Council on Resolution 213-2022. The initial purchase was through a third party cooperative contract in the amount of $168,096.00. Samsara now holds Sourcewell Contract #102924-SAM, which allows us to purchase the software for $122,545.98 per year over three years directly from Samsara.

FUNDING/FISCAL IMPACT

Fleet Services budgets annually for the purchase of telematics software and budgets for the existing amount. The purchase of the software directly from Samsara will result in $45,550.02 savings per year for a 3 year term. The total savings will be $136,650.06.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends the purchase of the Samsara telematics system.

ATTACHMENTS:

1. Co-Op Samsara GPS Resolution 2026
2. City of Abilene - Sourcewell - Samsara - Renewal + Add-On
3. CO-OP Samsara Presentation PiP 2026

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE SAMSARA TELEMATICS SOFTWARE, HARDWARE, AND INTEGRATION THROUGH

SOURCEWELL COOPERATIVE CONTRACT #102924-SAM

WHEREAS, City of Abilene's Fleet Services Division has the need GPS telematics software,

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2026; and

WHEREAS, City of Abilene received pricing to purchase GPS telematics software, using Sourcewell Co-Op Contract #102924-SAM pricing; and

WHEREAS, the GPS hardware and integration services for Samsara are installed and are operative in City vehicles.

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

PART 1: That the City Council approves software subscription for fiscal year 2026, fiscal year 2027 and fiscal year 2028, in the amount of One Hundred Twenty-Two Thousand Five Hundred Forty-Five Dollars and Ninety-Eight Cents ($122,545.98) per year for Samsara GPS Software, using Co-Op Contract #102924-SAM.

PART 2: That this Resolution is contingent on the appropriation of sufficient funds to be effective in FY2027 and FY2028**.**

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

ADOPTED this 18th day December, 2025

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

samsara

The Connected Operations Cloud

Quote #: Q-2398463

Issued Date: 12-04-2025
Expires 01-02-2026
Order Number: S-1398890

Payment Information:
Payment Method: Check/Wire
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 01-02-2026

Sourcewell Contract #: 102924-SAM

Prepared For:
City of Abilene
898 Sandy St
Abilene,
Texas
79601

Prepared By:
Maison Kaprielian
maison.kaprielian@samsara.com

Cost Overview

License Term: 36 Months

Total License Cost over 36 Months	USD $367,637.94
Hardware and Accessories	Included
Shipping and Handling*	USD $0.00
Total Sales Tax*	USD $0.00
Total Contract Value[1]	$367,637.94
First Invoice[1]	$122,545.98
Recurring Invoice[2]	$122,545.98

[1]Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

samsara

The Connected Operations Cloud

Product Overview

SHIP TO Tim Cass
898 Sandy St
City of Abilene Fleet Services
Abilene, Texas, 79601-6120
United States

Hardware & Accessories	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 54	Included	Included
VG5x Aux Cable CBL-VG-CAUX• QTY: 54	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 29	Included	Included
Forward-facing dash-camera, Series 3 HW-CM33• QTY: 19	Included	Included
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939• QTY: 14	Included	Included
Enhanced VG Series J1708 (6-pin) CBL-VG-CJ1708• QTY: 11	Included	Included
Dual-facing dash-camera, series 4 HW-CM34• QTY: 4	Included	Included
Total Price:		Included

Licenses	Annual Unit Price	Total Annual Price
Asset Maintenance Promo LIC-MAINT-PROMO• QTY: 564	$0.00	$0.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 510	$165.61	$84,461.10
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 54	$165.61	$8,942.94
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 50	$428.98	$21,449.00
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 19	$314.58	$5,977.02
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 4	$428.98	$1,715.92
Total Price:		$122,545.98

Billing Details:

Bill To:
City of Abilene
898 Sandy St
Abilene, Texas, 79601

Billing Contact::
Name: Tim Cass
Title:Assistant Director of Fleet Operations
Billing Email: tim.cass@abilenetx.gov
Phone Number: 3256766070

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license

term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer

vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Solely during the Initial Term under this Order Form, Samsara is providing a one-time free license for SKUs containing 'PROMO', which will not apply to any future Renewal Term or for any add-on purchases made by Customer, unless otherwise agreed to by Samsara in writing. Samsara reserves the right to modify or discontinue this offer at its sole discretion.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

City Council Meeting

12/18/2025

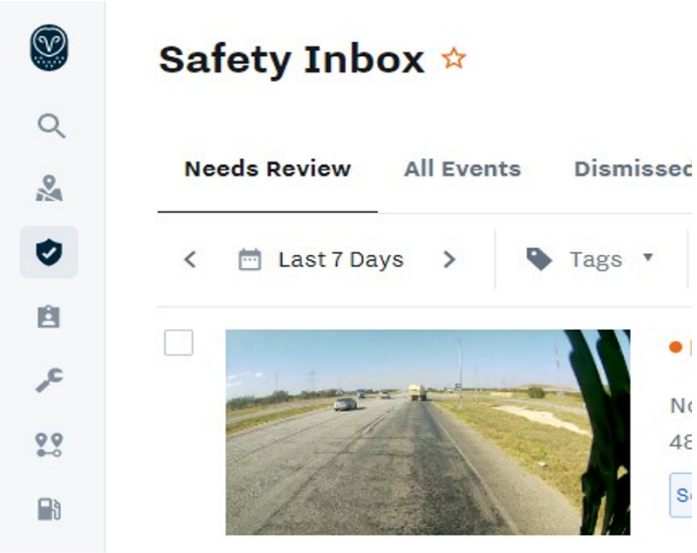
CITY OF
ABILENE
TEXAS

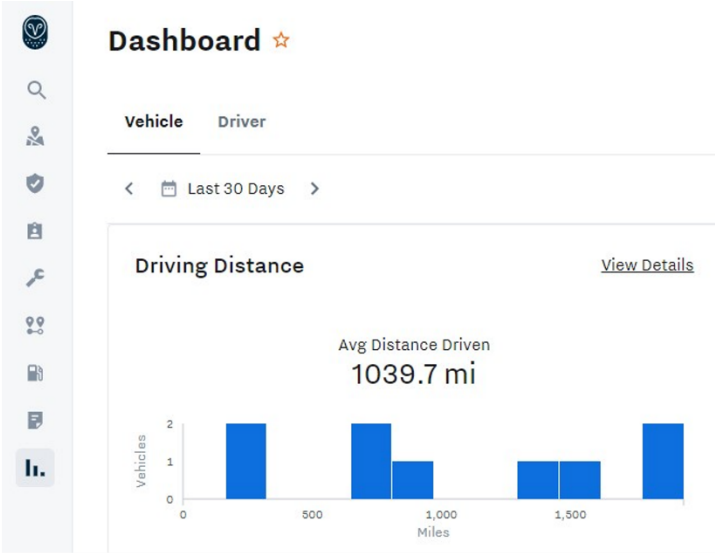
Samsara Telematics Software

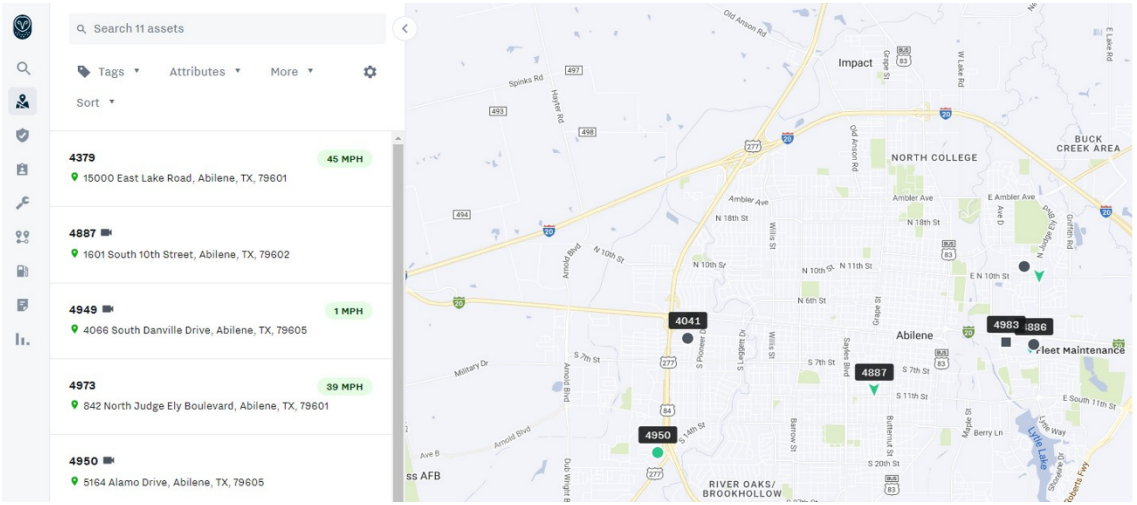
- Samsara software integration into our fleet management software will be performed by Fleet staff.
- Departments have been using the data provided to enhance services.
- Fleet Services will utilize Sourcewell contract #102924-SAM to continue our subscription Samsara Telematics.

CITY OF ABILENE TEXAS

Samsara Telematics Software







[Samsara Telematics Link]

CITY OF ABILENE TEXAS

Samsara Telematics Software

- Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Emily Crawford, City Manager**
FROM: **Max Johnson, Director of Public Works**

ITEM: **8. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2614 Butterfield Meadows Alley Reconstruction (Phase I) to Epic Construction Co. (*Max Johnson)***

GENERAL INFORMATION

This construction contract involves the removal & replacement of existing roller compacted concrete alley sections in Butterfield Meadows subd. The new section for the alleys specified shall be 7" Class "P" concrete (Hi-Early) reinforced w/ #4 bars at 18" on center each way. Project has an owners' allowance in the amount of $50,000 for use on any unforeseen issues.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Streets Maintenance Fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Epic Construction Co., of Abilene Texas, with a base bid amount of $409,926.00.

ATTACHMENTS:

1. Butterfield Meadows Alley Reconstruction (Phase I) Project Resolution
2. Butterfield Meadows Alley Reconstruction (Phase I) Contract - 12-9-2025
3. CB2614 BID TABSHEET
4. Butterfield Meadows Alley Reconstruction Phase I (Best Value)
5. SCOPE OF PROJECT
6. PROJECT LOCATION MAP
7. Butterfield Meadows Alley Reconstruction Phase I Presentation - 12-9-2025

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO EPIC CONSTRUCTION CO. ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Butterfield Meadows Alley Reconstruction Project (Phase I); and

WHEREAS, the project involves the removal of existing pavement and placement of new concrete pavement: and

WHEREAS, the City of Abilene has utilized the "Best Value" competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on December 2, 2025:

Epic Construction Co., Abilene, Texas	$409,926.00
TI-Zack Concrete, LLC, Lecenter, Minnesota	$490,364.99
Advanced Paving Co., Dallas, Texas	$586,767.50
J.H. Strain & Sons Inc., Tye, Texas	$638,210.00
Bontke Brothers Construction Co., Inc., Abilene, Texas	$653,223.00
4 Way Haulers, LLC, Abilene, Texas	$674,706.50

WHEREAS, Epic Construction Co., Abilene, Texas submitted the best value bid in the amount of $409,926.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Epic Construction Co., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of $409,926.00.

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

ADOPTED this 18th day of December, 2025.

ATTEST:

_____ _____

Shawna Atkins, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 18 day of December, 2025 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Epic Construction Co. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

BUTTERFIELD MEADOWS ALLEY RECONSTRUCTION (PHASE I)

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

In consideration of this Work, the City will pay the Contractor the sum of $409,926.00

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment**. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens**. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Epic Construction Company

Signature

Kyle Doby

Name - Typed or Printed

Partner

Title - Typed or Printed

Business Address:

2701 S. Treadaway Blvd.
Abilene, TX 79602

[redacted]

Business Phone No.

[redacted]

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: ENGR
BID NO.: CB-2614
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 2, 2025

ITEM	DESCRIPTION	QTY	UNIT	EPIC CONSTRUCTION CO. ABILENE, TX		TI-ZACK CONCRETE, LLC LECENTER, MN		ADVANCED PAVING COMPANY DALLAS, TX		J.H. STRAIN & SONS, INC. TYE, TX		BONTKE BROTHERS ABILENE, TX		4 WAY HAULERS, LLC ABILENE, TX	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	BUTTERFIELD MEADOWS ALLEY RECONSTRUCTION (PHASE I)				409,926.00		490,364.99		586,767.50		638,210.00		653,223.00		674,706.50
BASE BID					409,926.00		490,364.99		586,767.50		638,210.00		653,223.00		674,706.50
DISCOUNT															
TOTAL BID					409,926.00		490,364.99		586,767.50		638,210.00		653,223.00		674,706.50

*NOTES: INDICATES RECOMMENDED AWARD

City of Abilene

Best Value Competitive Bidding Process Review

Date: 12/9/2025

Name of Project: Butterfield Meadows Alley Reconstruction Phase I

Rank	**Company Name/ Description**	Price (0 to 6 Points)	Offeror's experience and reputation (0 to 2 Points)	Quality of the offeror's goods or services;(0 to 2 Points)	Impact on the ability of the City of Abilene to comply with rules relating to historically underutilized businesses(0 to 2 Points)	Offeror's safety record (0 to 2 Points)	Offeror's proposed personnel (0 to 2 Points)	Whether the offeror's financial capability is appropriate to the size and scope of the project (0 to 2 Points)	Offeror's past working relationship with the City of Abilene. (0 to 2 Points)
1	Epic Construction Company	6	1.67	1.67	2	2	2	2	1.67
2	TI-Zack Concrete, LLC	6	1	1	2	2	2	2	1
3	Advanced Paving Company	5	1.33	1	2	2	2	2	1
4	J.H. Strain & Sons, Inc.	4	2	2	2	2	2	2	2
5	Bontke Brothers Construction Co., Inc.	4	2	2	2	2	2	2	2
6	4 Way Haulers, LLC	4	1.33	1	2	2	2	2	1
7									
8									

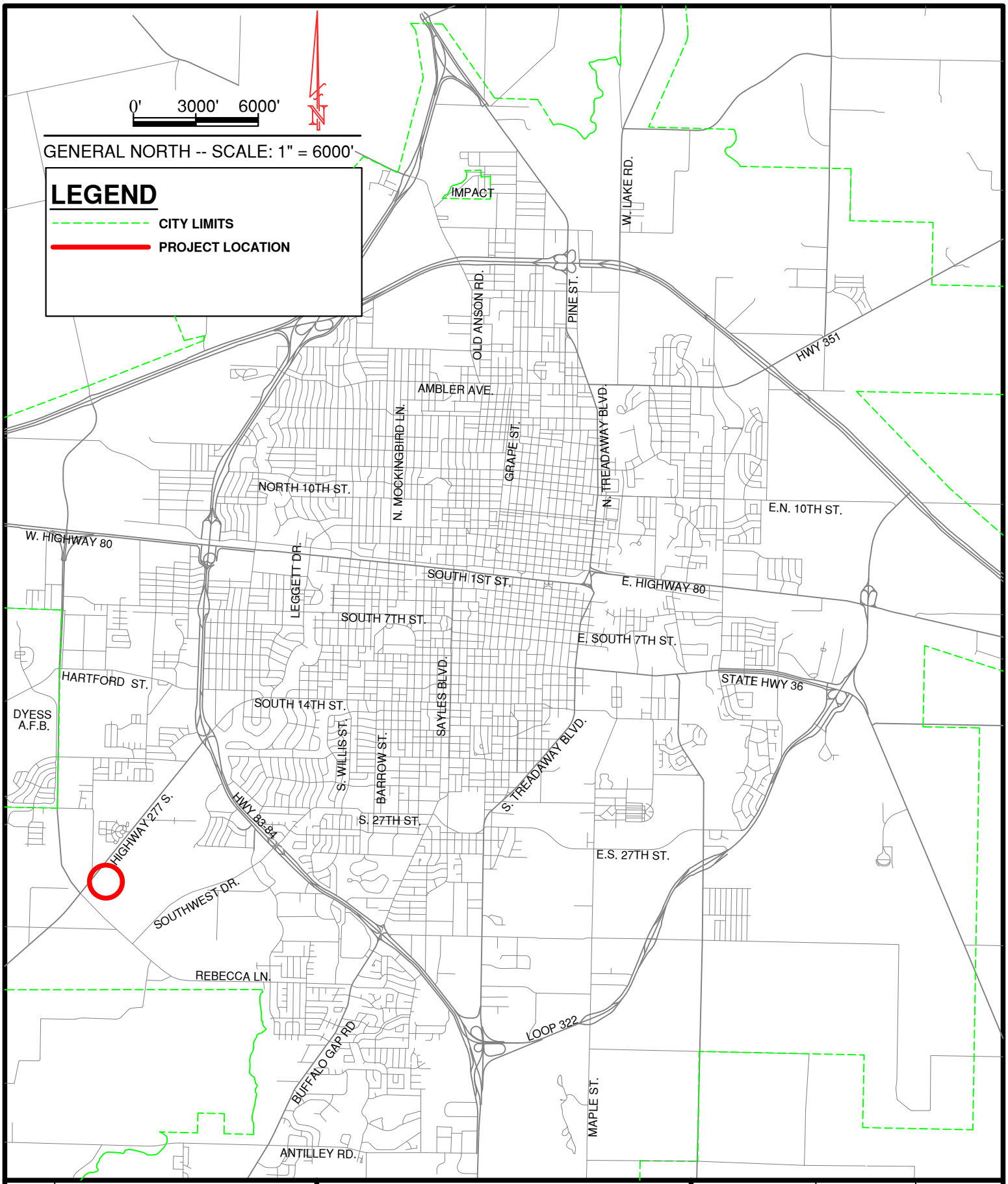
Final Rank

Bidder's

1. Epic Construction Co. - 19.01
2. J.H. Strain & Sons, Inc. - 18.00
3. Bontke Brothers Construction Co, Inc. - 18.00
4. TI-Zack Concrete, LLC - 17.00
5. Advanced Paving Company - 16.33
6. 4 Way Haulers, LLC - 15.33

SCOPE OF PROJECT

This construction contract involves the removal and replacement of existing roller compacted concrete alley sections in the Butterfield Meadows subdivision. The new section for the alleys specified shall be 7” Class “P” concrete (Hi-Early) reinforced with #4 bars at 18” on center each way.



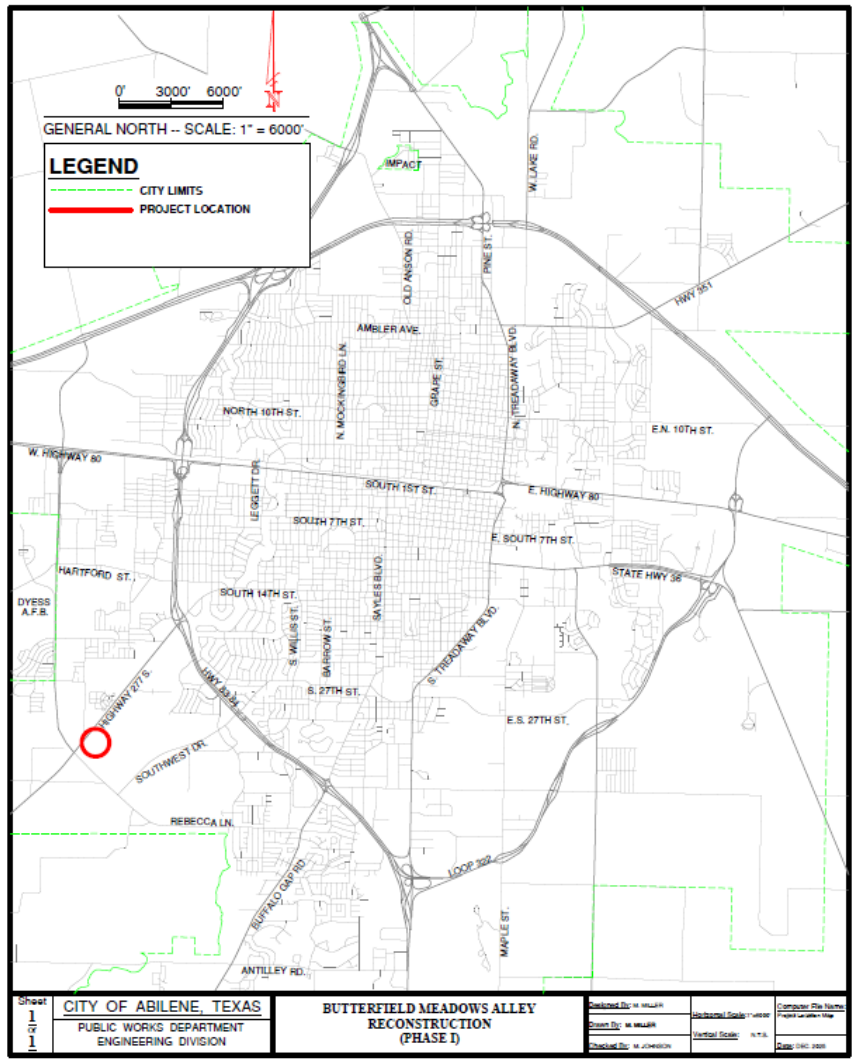
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	BUTTERFIELD MEADOWS ALLEY RECONSTRUCTION (PHASE I)	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: DEC. 2025

Bid Award of CB-2614 Butterfield Meadows Alley Reconstruction (Phase I)

(Max Johnson)

CITY OF ABILENE TEXAS

Bid Award of CB-2614
Butterfield Meadows Alley Reconstruction (Phase I)



Limits

Alley Southeast of Firedog Rd. between Butterfield Meadows PW. and Foxfire Dr.

CITY OF ABILENE TEXAS

Bid Award of CB-2614
Butterfield Meadows Alley Reconstruction (Phase I)

- Project includes:
  - Removal and replacement of existing roller compacted concrete alley sections in the Butterfield Meadows subdivision. The new section for the alleys specified shall be 7” Class “P” concrete (Hi-Early) reinforced with #4 bars at 18” on center each way.
- Project advertised November 9th and 16th; bids opened December 2, 2025; six (6) bids received.
- Project allowance: $50,000.00.
- Staff recommends awarding the bid to the best value bidder, Epic Construction Co. with a base bid of $409,926.00

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Emily Crawford, City Manager**
FROM: **Max Johnson, Director of Public Works**

ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing an Advanced Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for the S. 14th Street Signal Improvements Project *(Max Johnson)***

GENERAL INFORMATION

This agenda item allows the City of Abilene to enter into an Advance Funding Agreement (AFA) for the S. 14th Street Signal Improvements Project, which includes traffic signal improvements and supporting infrastructure along S. 14th St. from S. Clack St. to S. Treadaway Blvd. The AFA allows for the construction of 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 contractor for approximately $8086.00), direct state costs (approximately $3564.00), and any project overruns. The maximum obligated amount for construction funding for this project (paid with Federal/State funds) has been set at $229,722.00.

FUNDING/FISCAL IMPACT

The City's contribution to this project is estimated to be $3,564 plus any 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. 14th St. Signal Improvements HSIP resolution
2. PROJECT LOCATION MAP
3. S. 14th St. Signal Improvements AFA Presentation 12-18-2025

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE S. 14TH STREET SIGNAL IMPROVEMENTS PROJECT THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem 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 **116997.** Dated **August 21, 2025;** 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 an administration fee to TxDOT of **$3,564**, as well as 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 December 18, 2025.

PART 2: That the sum of Three Thousand-Five Hundred-Sixty-Four Dollars and Zero Cents ($3,564.00), 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 18th day of December, 2025.

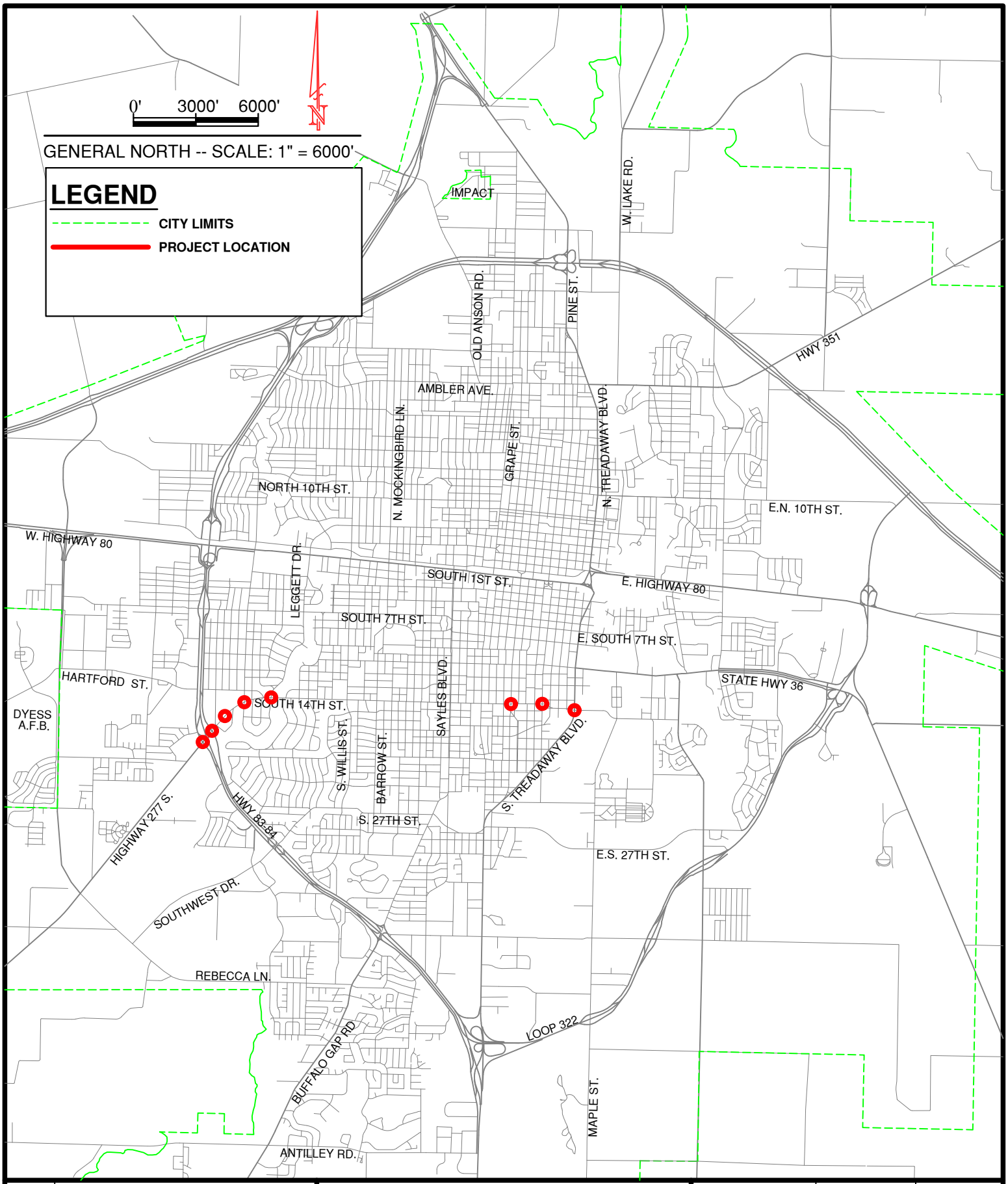
ATTEST:

_____
Shawna Atkins, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney



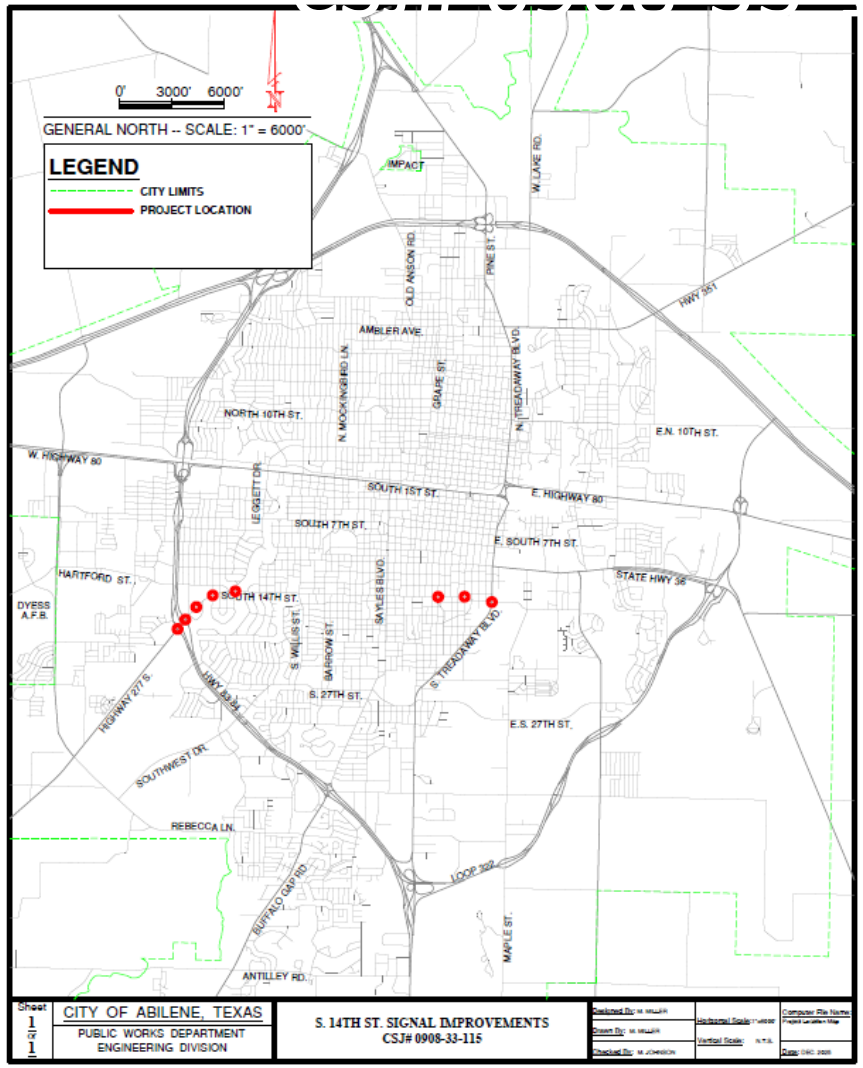
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	S. 14TH ST. SIGNAL IMPROVEMENTS CSJ# 0908-33-115	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: DEC. 2025

AFA Agreement with TxDOT for S. 14TH St. Signal Improvements Project CSJ# 0908-33-115

(Max Johnson)

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for S. 14TH St. Signal Improvements Project – CSJ# 0908-33-115



Intersection	Work Type
S. 14th St. & S. Danville Dr.	GPS Clock
S. 14th St. & S. Clack St.	GPS Clock
S. 14th St. & Woodhaven Shopping Center	GPS Clock
S. 14th St. & S. Pioneer Dr.	GPS Clock
S. 14th St. & S. Leggett Dr.	GPS Clock
S. 14th St. & Butternut St.	FYA
S. 14th St. & Oak St.	GPS Clock
S. 14th St. & S. Treadaway Bl.	FYA/GPS Clock

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for S. 14TH St. Signal Improvements Project – CSJ# 0908-33-115

- Agreement between the City of Abilene and the Texas Department of Transportation consists of improvement of traffic signals along S. 14th St. from S. Clack St. to S. Treadaway Blvd.

- 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 little to no cost of construction to the City of Abilene. The City's contribution is limited to Engineering costs, direct state costs, and any construction overruns that may be incurred.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Emily Crawford, City Manager**
FROM: **Matthew Dane, Director of Water Utilities**

ITEM: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Phoenix Fabricators and Erectors, LLC for the Second Pressure Plane - 1.5 MG Elevated Storage Tank *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project to Phoenix Fabricators and Erectors, LLC for the amount of $7,662,257. This project was publicly posted on September 5, 2025. A mandatory pre-bid meeting was held on September 23, 2025, and bids were opened on October 8, 2025. The City received three bids, and Phoenix Fabricators and Erectors, LLC submitted the lowest responsible bid. The project site is located at the intersection of Dub Wright Boulevard and Butterfield Trail. The City has already acquired the property.

The need for this project was identified during the 2023 Texas Commission on Environmental Quality (TCEQ) inspection. That inspection determined that the existing elevated storage tank serving the Second Pressure Plane did not provide sufficient elevated storage capacity for the number of service connections. In response, the City submitted a corrective action plan to TCEQ that included the construction of this new elevated storage tank.

This project will provide adequate elevated storage capacity for current service demands in the Second Pressure Plane, as well as capacity for future connections. As part of this project, Water Utilities staff will also evaluate pressure plane boundaries to better balance system demands between the First and Second Pressure Planes.
At this time, staff is still evaluating options for logo lighting on the tank. Logo lighting options will be brought back to City Council once a recommendation is finalized. The current award includes only the base bid.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council award the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project to Phoenix Fabricators and Erectors, LLC in the amount of $7,662,257.

ATTACHMENTS:

1. 2 - WrittenResolution - 2PP EST Award
2. Executed Contracts - Abilene
3. 23461_Abilene_2ndPPEST_LetterofRecommendation

4. 3 - Presentation - 2PP EST Award

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE SECOND PRESSURE PLANE 1.5 MILLION GALLON ELEVATED STORAGE TANK PROJECT TO PHOENIX FABRICATORS AND ERECTORS, LLC.

WHEREAS, the City of Abilene owns and operates a Public Water Supply System that includes elevated storage tanks used to maintain system pressures and provide adequate fire flow and operational storage; and

WHEREAS, during a 2023 inspection, the Texas Commission on Environmental Quality (TCEQ) determined that the existing elevated storage tank serving the Second Pressure Plane did not provide sufficient elevated storage capacity for the number of service connections; and

WHEREAS, the City submitted a corrective action plan to TCEQ that included the construction of a new 1.5 million gallon elevated storage tank to address the storage deficiency; and

WHEREAS, the City publicly advertised the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project, held a mandatory pre-bid meeting, and opened bids on October 8, 2025; and

WHEREAS, Phoenix Fabricators and Erectors, LLC submitted the lowest responsible bid in the amount of $7,662,257;

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

That the City Manager is authorized to execute a contract with Phoenix Fabricators and Erectors, LLC for the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project in the amount of $7,662,257.

ADOPTED this 18th day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Phoenix Fabricators and Erectors, LLC of the City of Avon, State of Indiana. ("Contractor")

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – **Second Pressure Plane - 1.5 MG Elevated Storage Tank.**

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

In consideration of this Work, the City will pay the Contractor the sum of $7,662,257.00.

2. Timely Work. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. Payment. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. No liens. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. Venue. Venue for any legal proceeding is Taylor County, Texas.

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. Statutory Verifications. Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor:

(1) does not boycott Israel and will not boycott Israel during the term of this Agreement;

(2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association;

(3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and

(4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel;

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Phoenix Fabricators and Erectors, LLC

Signature

Business Address: 182 South County Road, 900 East

Avon, Indiana 46123

Business Phone No. (317)737-2995

Federal Tax I.D. # 35-1676662

Name – Typed or Printed

Dallas Green

Title – Typed or Printed

Chief Executive Officer

ATTEST: (If Corporation)

Paul Thompson, CFO/Secretary

Corporate Seal
(If none, write "None")

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

INTEGRITY
EXCELLENCE
TRUST

December 8, 2025

Mr. Matthew Dane
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: Second Pressure Plane 1.5 MG Elevated Storage Tank
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Dane:

On October 8, 2025, the City of Abilene received bids for the Second Pressure Plane 1.5 MG Elevated Storage Tank Project. Three bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The three bids have been evaluated based on the "Best Value" criteria included in the Contract Documents. Based on our evaluation of the bids it is our conclusion that Phoenix Fabricators and Erectors, LLC out of Avon, Indiana provides the "Best Value" competitive bid at a total base bid amount of $7,662,257.00.

Jacob and Martin has evaluated the Phoenix Fabricators and Erectors, LLC bid for conformity with the Contract Documents and checked their references. It is recommended that the contract be awarded to Phoenix Fabricators and Erectors, LLC for the contract amount of $7,662,257.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN

325.695.1070
817.594.9880
info@jacobmartin.com
www.jacobmartin.com
3465 Curry Lane
Abilene, TX 76906
1508 Santa Fe, Suite 203
Weatherford, TX 76086
TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10024300 – Abilene | TBPLS Firm #: 10193992 - Weatherford

City of Abilene
Second Pressure Plane - 1.5 MG Elevated Storage Tank
Bid Date: October 8, 2025
JM Project #: 23461
Abilene #CB-2564

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

				Phoenix Fabricators and Erectors, LLC		Landmark Structures I, LP		Caldwell Tanks, Inc.	
				182 South County Road 900 East		1665 Harmon Road		4000 Tower Road	
				Avon, IN 46123		Fort Worth, TX 76177		Louisville, KY 40219	
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization, Bonds, and Insurance	1	LS	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 399,400.00	$ 399,400.00
2	1.5 Million Gallon Composite Elevated Storage Tank (including piping, valves, coating, mixer, and all appurtenances)	1	LS	$ 6,094,257.00	$ 6,094,257.00	$ 6,560,000.00	$ 6,560,000.00	$ 8,345,600.00	$ 8,345,600.00
3	Site Work (including dirt work, fencing, yard piping, concrete drive, and leaching chamber)	1	LS	$ 136,000.00	$ 136,000.00	$ 200,000.00	$ 200,000.00	$ 250,000.00	$ 250,000.00
4	Valve Vault (including concrete vault, piping, valves, hatch, and sump pump equipment)	1	LS	$ 81,000.00	$ 81,000.00	$ 50,000.00	$ 50,000.00	$ 75,000.00	$ 75,000.00
5	Electrical and Instrumentation	1	LS	$ 385,000.00	$ 385,000.00	$ 220,000.00	$ 220,000.00	$ 400,000.00	$ 400,000.00
6	Tank Logos	1	LS	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
7	Prepare and Implement Stormwater Pollution Prevention Plan (SWPPP)	1	LS	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00	$ 5,000.00	$ 5,000.00
8	Allowance for additional work directed and in writing by the City for legitimate Project related issues	1	LS	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
	TOTAL BASE BID (Items 1 - 8)				**$ 7,662,257.00**		**$ 7,980,000.00**		**$ 9,985,000.00**

ADDITIVE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Logo Lighting (including structural light supports, lights, conduit, conductors, controls & appurtenances for two logos)	1	LS	$ 111,104.00	$ 111,104.00	$ 70,000.00	$ 70,000.00	$ 284,000.00	$ 284,000.00

JM TBPE Firm # 2448
JM TBAE Firm # BR2261
JM TBPLS Firm # 10194493

Award the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project

CITY OF ABILENE TEXAS

2PP 1.5 MG EST Award

- Award of the Second Pressure Plane 1.5 MG Elevated Storage Tank Project
- Three bids were received and Phoenix Fabricators and Erectors, LLC submitted the lowest responsible bid
- Project location: Dub Wright Boulevard and Butterfield Trail
- Construct a new 1.5 MG composite elevated storage tank
- Includes all associated piping, valves, coatings, mixing system, electrical, and site work

CITY OF ABILENE TEXAS

2PP 1.5 MG EST Award

- TCEQ's 2023 inspection identified insufficient elevated storage in the Second Pressure Plane
- City submitted a required capacity expansion plan to TCEQ
- This new tank will bring the system into compliance and support future demand
- Modifications will allow staff to rebalance service demands between the First and Second Pressure Planes

CITY OF ABILENE TEXAS

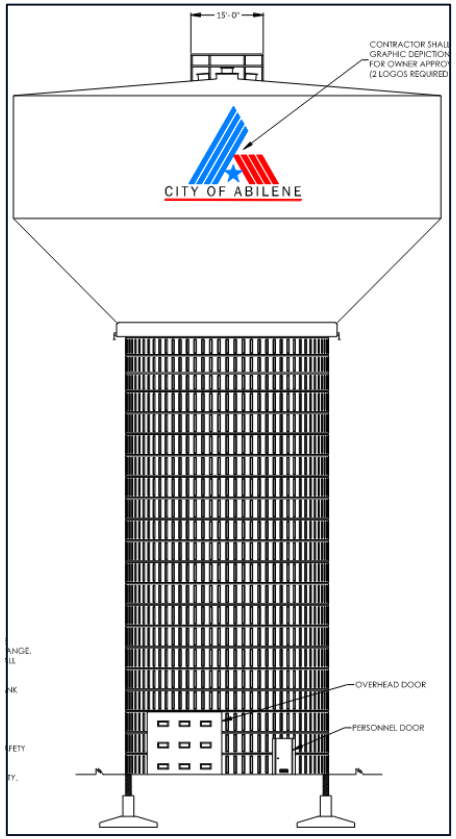
2PP 1.5 MG EST Award

- Phoenix Fabricators and Erectors, LLC - Base Bid: $7,662,257
- Base Bid includes standard City Logo, and does not include lighting
- Logo lighting alternative is still under evaluation and will return to Council at a later date
- Funding: Water Utilities Capital Improvement Fund

CITY OF ABILENE TEXAS

2PP 1.5 MG EST Award

- Staff recommends awarding the Second Pressure Plane 1.5 MG Elevated Storage Tank Project to Phoenix Fabricators and Erectors, LLC for $7,662,257



CITY OF ABILENE TEXAS

Award the Second Pressure Plane 1.5 Million Gallon Elevated Storage Tank Project

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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 to Acquire Professional Services and Amendment for Geographical Information Services for the Water Utility Department in the Fiscal Year 2026 with Resource Data, Inc. *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire professional services for the Water Utility Department from Resource Data, Inc. and seeks an amendment to the original contract for these continued services in fiscal year 2026. The Water Utility Department has provided for these services as budgeted and funded through the fiscal year 2026. The IT Department requests the acquisition and amendment of an additional $225,000 to the contract for professional services from Resource Data, Inc., acknowledging the current $772,000 in FY26 services, in the not-to-exceed fiscal year 2026 total amount of $997,000. The acquisition of these services from Resource Data, Inc. via GSA Contract #GS-35F-0229S will be conducted following the City's procurement processes within this not-to-exceed amount.

FUNDING/FISCAL IMPACT

These services are budgeted and funded in FY26 in the Water Utility Department

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. 20251218 CoA Council - Resolution - RDI FY2026
2. Fourth Amendment to Professional Services Contract Resource Data
3. Third Amendment to Professional Services Contract Resource Data
4. City of Abilene - RDI SOW 12 - Water Department GIS Consulting
5. 20251218 - City Council - Presentation - RDI

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES AND AMENDMENT FOR GEOGRAPHICAL INFORMATION SERVICES IN THE FISCAL YEAR 2026 WITH RESOURCE DATA, INC. GSA CONTRACT #GS-35F-0229S

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services from Resource Data, Inc.; and

WHEREAS, the Information Technology Department has previously entered into a contract to provide professional services in the fiscal year 2025 for Geographical Information Systems (GIS) through the original Master Professional Services Agreement dated July 11, 2023, acknowledges the fiscal year 2024 Professionals Services Agreement contract dated February 8, 2024, the fiscal year 2025 Professionals Services Agreement contract dated September 27, 2024 and the fiscal year 2025 Professionals Services Agreement contract dated September 25, 2025; and

WHEREAS, the Information Technology Department has provided for these proposed additional services as budgeted and funded in fiscal year 2026 the Water Utility Department; and

WHEREAS, the Information Technology Department requests an fiscal year 2026 amendment to establish a Statement of Work 12 for Water Utility Department services in the not-to-exceed amount of $225,000; and

WHEREAS, in fiscal year 2026 professional services with Resource Data, Inc. was amended for $772,00 and the amended total fiscal year 2026 professional services with Resource Data, Inc. is proposed as an amended not to exceed $997,000.00; and

WHEREAS, this acquisition will be from Resource Data, Inc. as a provider of these professional services as part of the current executed contract via GSA Contract #GS-35F-0229S; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition and amendment of these services from Resource Data, 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 amended services from Resource Data, Inc. for a not to exceed amount of $997,000 in fiscal year 2026

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

ADOPTED this 18th day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

FOURTH AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS AND
RESOURCE DATA, INC.

On February 8, 2024, the City of Abilene, Texas ("City") and Resource Data, Inc. ("Professional") entered into a Professional Service Contract ("Agreement"), wherein Professional was contracted to provide GIS consulting services.

City of Abilene, Texas and Resource Data, Inc., Inc. hereby agree to amend the terms of the Agreement as follows:

I. TERM

"The Professional must complete all services by September 30, 2026."

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Compensation is based upon actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per Schedule per hour, or per the attached schedule, not to exceed $997,000.00 for the period beginning October 1, 2025 and ending September 30, 2026, unless amended in writing and agreed to by both parties. 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.

ATTACHMENT A

Scope of Services

ADD the additional services attached hereto.

The amendments herein are effective beginning October 1, 2025. No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 18th DAY OF December, 2025.

CITY OF ABILENE, TEXAS

BY:_____

Emily Crawford, City Manager

Attest:

_____
City Secretary

Approved:

_____
City Attorney

PROFESSIONAL

BY:_____

Brandi Dailey
Contracts Administrator

560 E. 34th Ave, Suite 100
Anchorage, AK 99503
Tel: 907-743-7556
Federal Tax ID# 92-0131155

Attest:

_____
Corporation's Secretary

THIRD AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS AND
RESOURCE DATA, INC.

On February 8, 2024, the City of Abilene, Texas ("City") and Resource Data, Inc. ("Professional") entered into a Professional Service Contract ("Agreement"), wherein Professional was contracted to provide GIS consulting services.

City of Abilene, Texas and Resource Data, Inc., Inc. hereby agree to amend the terms of the Agreement as follows:

I. TERM

"The Professional must complete all services by September 30, 2026."

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Compensation is based upon actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per Schedule per hour, or per the attached schedule, not to exceed $772,000.00 for the period beginning October 1, 2025 and ending September 30, 2026, unless amended in writing and agreed to by both parties. 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.

ATTACHMENT A

Scope of Services

ADD the additional services attached hereto.

The amendments herein are effective beginning October 1, 2025. No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 25th DAY OF September, 2025.

CITY OF ABILENE, TEXAS

BY:_____

Emily Crawford, City Manager

Attest:

_____
City Secretary

Approved:

_____
City Attorney

PROFESSIONAL

BY:_____

Brandi Dailey
Contracts Administrator

560 E. 34th Ave, Suite 100
Anchorage, AK 99503
Tel: 907-743-7556
Federal Tax ID# 92-0131155

Attest:

_____
Corporation's Secretary

Statement of Work 12

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: December 1st, 2025 – September 30th, 2026

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Budget Amendment

- Resource Data services for this project will be on a time and materials basis not to exceed $225,000.00 for Water Department GIS Consulting efforts.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate	Travel Rate
GIS Technical Lead	GIS Technical Lead	Erin King	$ 132.00	$ 191.00
GIS Manager	GIS Programmer/ Analyst	Dave Saleh	$ 132.00	$ 191.00

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.	**City of Abilene**
BY: _____	BY:_____
PRINTED NAME: Brandi Dailey	PRINTED NAME: _____
TITLE: Contracts Administrator	TITLE: _____
DATE: _____	DATE: _____

TABLE A: WRAPPED TRAVEL RATE

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

Wrapped Travel Rate 3-Day Trip Assumed for estimates		
Estimate Items	**Cost Estimate**	**Assumption**
Roundtrip flight (Houston/Abilene) - Bush Intercontinental Airport (IAH) - Abilene Regional Airport (ABI)	$ 400.00	American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA.
Transportation to/from Bush Intercontinental Airport in Houston	$ 200.00	Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport
Hotel (3 nights @ $150 per night)	$ 450.00	Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX
Rental Car (while in Abilene, TX)	$ 312.00	Price reflects compact car through Avis
Gas (per trip)	$ 30.00	Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel
Per Diem ($65 per day)	$ 260.00	
Estimated Total Trip Cost	**$ 1,652.00**	
Wrapped Travel Rate	**$ 59.00**	Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate)

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

Professional Services Agreement Amendment with Resource Data, Inc.

December 18, 2025

CITY OF ABILENE TEXAS

Resource Data, Inc.

Professional Services Requirement:

- Required in Fiscal Year 2026 Geographical Information Systems (GIS)
  - Supporting the operational GIS service requirements of the City and its Departments
  - Amending additional services will support the Water Utility Department
  - The IT Department has not been able to attract and retain this role as an internal position
  - These amended services are for required professional services for fiscal year 2026

IT Department Recommendation

- Current and Amended services
  - Current FY26 amended amount, $ 772,000.00
  - Proposed additional FY26 services, $ 225,000.00
- IT Department recommends approval of the professional services contract amendment for a not-to-exceed amount in FY26 of $997,000

CITY OF ABILENE TEXAS

Resource Data, Inc.

Questions ?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a provider of Microsoft Implementation Services *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire additional professional services from Computer Task Group (CTG), Inc.
The IT Department has funding allocated for these services.
The IT Department is requesting an Amendment 02 of the amount $191,305 to a contract for professional services from CTG, Inc. in the total not-to-exceed amount of $505,705.
An original contract value of $317,125 was reduced through Amendment 01 to the value of $314,400.
These services will provide for the City's the full implementation of the Microsoft software suite.

FUNDING/FISCAL IMPACT

These services are budgeted and funded in FY26 by the Information Technology Department

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 - CTG - Amendment 2
2. Second Amendment to Professional Services Contract CTG
3. CTG Change Order 02 for Google Workspace Migration to Microsoft 365 Prepared for the City of Abilene
4. CTG Change Order 01 for Google Workspace Migration to Microsoft 365
5. 20251218 - City Council - Presentation - CTG

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES WITH COMPUTER TASK GROUP (CTG), INC. AS A PROVIDER OF MICROSOFT IMPLEMENTATION SERVICES.

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services from Computer Task Group (CTG), Inc.; and

WHEREAS, the Information Technology Department conducted a Request for Proposals, made a selection from multiple valid proposers, and negotiated with the selected vendor; and

WHEREAS, the Information Technology Department has executed an original contract in the amount of $317,125, and through Amendment 01 reduced that to $314,400; and

WHEREAS, this proposed Amendment 02 negotiated with CTG, Inc. these professional services for an additional Scope of Work of $191,305 and a total not-to-exceed amount of $505,705; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of these 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 services from CTG, Inc. for a total not to exceed amount of $505,705

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

ADOPTED this 18th day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

SECOND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS AND
COMPUTER TASK GROUP, INC.

On April 10, 2025, the City of Abilene, Texas ("City") and Computer Task Group, Inc. ("Professional") entered into a Professional Service Contract ("Agreement"), wherein Professional was contracted to provide IT consulting services. On or about July 7, 2025, the City and Professional entered into a first amendment to the Agreement, which increased the not to exceed amount and added scope of services to the Agreement.

City of Abilene, Texas and Computer Task Group, Inc. hereby agree to further amend the terms of the Agreement as follows:

I. TERM

"The Professional must complete all services by September 30, 2026."

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Compensation is based upon actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per Schedule per hour, or per the attached schedule, not to exceed $505,705.00. 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.

ATTACHMENT A

Scope of Services

ADD the additional services attached hereto.

The amendments herein are effective beginning December 18, 2025. No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS _18th___DAY OF _____December_____, 2025.

CITY OF ABILENE, TEXAS

BY:_____
Emily Crawford, City Manager

Attest:

_____
City Secretary

Approved:

_____
City Attorney

PROFESSIONAL

BY:_____
Scooter Beachum

300 Corporate Pkwy., Suite 214N
Amherst, NY 14226
Tel: 431-664-5164
Federal Tax ID# 16-09126328

Attest:

_____
Corporation's Secretary

Change Order

Client Legal Name:	City of Abilene		
Change Order Name:	Change Order - Google Migration Timeline and SharePoint Inclusion		
Authorizing Document Description:	Statement of Work – Google Workspace Migration to Microsoft 365 Exchange		
CTG Project Number:	11902257	**Authorizing Document Date:**	April 10, 2025
Client PO Number or Agreement Number: (if applicable)	00252468	**Initiated By:**	Curtis Kogelman
Effective Change Date:	December 7, 2025	**Change Order Number:**	02

Reason for Change

The City of Abilene SharePoint Requirements have expanded beyond the initial Site definitions and Data migrations to include end user training and education on SharePoint features and structure. Additional amounts of migration data were identified, and the timeline extended due to increased departmental meetings.

Impact on Scope

The SharePoint scope of work will be updated to include the details in Appendix A of this Change Order.

Impact on Schedule

The overall Project Duration Will extend through February 28, 2026 aligning with extended Departmental guidance and meetings.

Impact on Fees

The Professional Services Contract dated April 10, 2025, along with Purchase Order 0252468 and the Statement of Work – Google Workspace Migrations to Microsoft 365 Exchange dated May 12, 2025, outlines an approximate total Professional Fees and Expenses of $314,400. Change Order 2 Increases this total estimate to $505,705 (increase of $191,305)

The information below will replace Section 6 - Professional Fees in the Statement of Work – Google Workspace Migrations to Microsoft 365 Exchange Statement of Work. This revised table calls for a shift in resources for the new Scope and identifies resources no longer needed with the scope changes.

Professional Fees

All services will be performed on a time and materials basis. CTG will invoice the City of Abilene for actual hours expended monthly at the rate listed in the table below.

These estimates are for budgetary purposes only and should not be construed as a fixed-fee. Hours estimates are for planning and budgetary purposes. Hours may adjust within the estimated cost.

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CTG Resources	CTG Standard Hourly Rate	CTG Preferred Client Discounted Rate	Estimated Hours	Estimate Total Cost
Project Manager	$150	$145	511	$74,095
Technical Architect	$195	$190	969	$184,110
M365 Specialist	$165	$160	1475	$236,00
Google Specialist	$180	$175	0	$0
Training Consultant	$140	$135	0	$0
Change Management Lead	$135	$130	0	$0
Support Engineer	$135	$85	0	$0
Compliance Specialist	$180	$180	0	$0
Total Estimated Labor			2,970	$494,250

Expenses

Onsite Visit: CTG anticipates the potential for up to five (5) onsite trips with an estimated travel cost of $2,250 for each trip for a total estimate of $11,500. Meal Per diem to be based on the GSA rates for Abilene, Texas. https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025&state=TX&city=abilene&zip=

As CTG anticipates there will be travel associated with this engagement, in addition to invoicing for the professional fees noted above, CTG will pass through all reasonable out-of-pocket expenses incurred by CTG personnel during engagement-related travel. CTG will only incur expenses necessary for successful completion of this engagement and will make every effort to reduce travel expenses, when possible, throughout the course of the engagement.

"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.

This Change Order is hereby subject to the terms and conditions incorporated into and made a part of the Authorizing Document and amends the Authorizing Document as stated above. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, the parties agree to the changes listed above. By signing below, the parties indicate their acceptance of this Change Order and the terms and conditions in the Authorizing Document. Either party may terminate this Change Order, with or without cause, by providing the other party with no less than 60 days' prior written notice.

	City of Abilene	Computer Task Group, Incorporated, a Cegeka Company
By:		
Name:		Graham "Scooter" Beachum
Title:		Senior Client Partner
Date:		December 11, 2025

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Appendix A

Scope Document: Department SharePoint HUB Migration Plan

Purpose and Objective

The goal of this initiative is to migrate all departments from temporary archive SharePoint sites to newly designed Department Hub sites with associated sub-sites and document libraries. This includes applying custom permissions, providing governance, and delivering user education to ensure successful adoption.
This project supports the broader organizational transition from Google Workspace to Microsoft 365, focusing on usability, security, and collaboration.

Scope Overview

This effort encompasses planning, development, migration, permissions configuration, and user enablement for SharePoint Department Hub sites.

Key Focus Areas:

- Build Department Hub sites with standardized navigation and branding.
- Configure associated sub-sites and document libraries per department needs.
- Apply custom permissions for sites and libraries based on departmental roles.
- Migrate content from temporary archive sites to new Hub sites.
- Provide instruction, explanation, and guidance on SharePoint best practices and platform fundamentals.

Project Deliverables

Deliverable	Description
Department Hub Site Design	Create and configure Hub site with branding, navigation, and core libraries.
Associated Sub-Sites	Build sub-sites for projects, teams, or resources based on departmental input.
Document Library Setup	Configure libraries with metadata, views, and permissions.
Custom Permissions	Apply role-based access controls for sites and libraries.
Content Migration	Move files from temporary archive sites to new Hub sites; validate accuracy.
Governance & Best Practices	Provide guidance on permissions, versioning, and document lifecycle.
Training & Documentation	Deliver quick-start guides, FAQs, and orientation sessions for users.

Implementation Steps

(Note: These steps are being executed concurrently across departments—requirements gathering and migration activities may overlap.)

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- Assessment & Planning – Inventory existing content, confirm departmental requirements, and map permissions.
- Design Phase – Architect Hub site structure, sub-sites, and libraries; review with department leads.
- Migration & Permissions
- Move content from temporary archive sites to new Hub sites.
- Apply custom permissions for sites and libraries.
- Optimization – Validate navigation, metadata, and permissions; apply branding and governance standards.
- Validation & Documentation – Confirm migrated content accuracy, permissions integrity, and provide user training.

Out of Scope

- Migration of non-business-related content.
- Advanced automation or Power Platform integrations (unless separately scoped).
- Custom development beyond standard SharePoint features.

Success Criteria

- All departments have active Hub sites with required sub-sites and libraries.
- Permissions are correctly applied and documented.
- Users understand SharePoint basics and best practices post-training.

Dependencies

- Completion of Hub site build and approval by department leads.
- Availability of departmental content inventory.
- Coordination between migration team, IT, and department representatives.

Timeline (Initial Phase Example)

Department	Requirement Gathering Initiation	RG Status	Cutover Initiation	Cutover Status
Information Technology	10/6/2025	Complete	10/10/2025	Complete
Library	10/6/2025	Complete	10/24/2025	Complete
Zoo	11/14/2025	Complete	11/21/2025	Complete
Human Resources	11/7/2025	Complete	11/26/2025	Migration in Progress

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Parks & Recreation	11/24/2025	Waiting on Info	12/5/2025	Preparing for Cutover
Public Health	11/24/2025	Waiting on Info	12/12/2025	Not Started
City Management	11/14/2025	Waiting on Info	12/19/2025	Not Started
Finance	11/21/2025	Waiting on Info	12/19/2025	Not Started
Police	11/24/2025	Waiting on Info	12/22/2025	Not Started
Fire	12/1/2025	Contact Made - Meeting To Come	12/29/2025	Not Started
Water Utilities	12/1/2025	Contact Made - Meeting To Come	12/29/2025	Not Started
City Attorney/Legal	12/8/2025	No Response Yet	1/12/2026	Not Started
Communications	12/8/2025	No Response Yet	1/12/2026	Not Started
Office of Professional Standards	12/8/2025	No Response Yet	1/19/2026	Not Started
Planning & Development	12/8/2025	No Response Yet	1/26/2026	Not Started
Public Works	12/8/2025	No Response Yet	2/2/2026	Not Started
Transportation	12/8/2025	No Response Yet	2/9/2026	Not Started

This schedule is dependent on and may change based on the following:

- *How quickly we can work with each department to obtain requirements and prepare them to use their new sites.*
  - *(Response times, meeting attendance, facilitating needed requirements, gaining general understanding)*
- *Amount of data they would like migrated to new HUB sites.*
  - *(Each department will differ in what data they need moved after cleaning out files)*

Future State Overview

- Centralized Department Hub sites for all departments.
- Standardized navigation and branding across sites.
- Secure, role-based permissions applied consistently.
- Users trained on SharePoint fundamentals and best practices.

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Change Order

Client Legal Name:	City of Abilene		
Change Order Name:	Change Order - Google Migration Timeline and SharePoint Inclusion		
Authorizing Document Description:	Statement of Work – Google Workspace Migration to Microsoft 365 Exchange		
CTG Project Number:	11902257	**Authorizing Document Date:**	April 10, 2025
Client PO Number or Agreement Number: (if applicable)	00252468	**Initiated By:**	Curtis Kogelman
Effective Change Date:	July 1, 2025	**Change Order Number:**	01

Reason for Change

The City of Abilene had a cybersecurity event and requested that the migration for google mail be expedited. This expeditated schedule required more time from the Architect Resources and required less coordination and communications to users. In addition to an Expedited Schedule, The City of Abilene has requested that the SharePoint components of M365 be reviewed and restructured to meet the needs of Google Migrations and department data security and organizations.

Impact on Scope

The Scope of work will Have the following Scope for M365 SharePoint Online included in the migration activities.

- SharePoint Discovery: Conduct a comprehensive discovery phase to assess the current environment, requirements, and readiness for SharePoint implementation. This includes stakeholder interviews, documentation review, and recommendations for optimal SharePoint configuration.
- Planning and Build: Develop a detailed migration plan, build the necessary SharePoint architecture, and prepare for data migration. Activities include mapping source data, setting up SharePoint sites/libraries, and configuring permissions and integrations.
- Execution of Data Moves: Migrate data from Google Drive to SharePoint according to the approved migration plan. Perform testing, validation, and provide post-migration support up to the allocated hours.

Impact on Schedule

The overall Project Duration Schedule will remain the same. Tasking and activities will be adjusted within the original planned Schedule.

Impact on Fees

The Professional Services Contract dated April 10, 2025, along with Purchase Order 0252468 and the Statement of Work – Google Workspace Migrations to Microsoft 365 Exchange dated May 12, 2025, outlines an approximate total Professional Fees and Expenses of $317,125. This change order reduces the approximate total of Professional Fees and Expenses to $314,400 (a $2,750 reduction). A revised table of hours and associated costs is provided below. Of the Total Professional Fees an estimated $63,926 has been utilized since April 25, 2025.

The information below will replace Section 6 - Professional Fees in the Statement of Work – Google Workspace Migrations to Microsoft 365 Exchange Statement of Work. This revised table calls for a shift in resources for the new Scope and identifies resources no longer needed with the scope changes.

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Professional Fees

All services will be performed on a time and materials basis. CTG will invoice the City of Abilene for actual hours expended monthly at the rate listed in the table below. We anticipate the cost of labor to be approximately $303,150.

These estimates are for budgetary purposes only and should not be construed as a fixed-fee. Hours estimates are for planning and budgetary purposes. Hours may adjust within the estimated cost.

CTG Resources	CTG Standard Hourly Rate	CTG Preferred Client Discounted Rate	Estimated Hours	Estimate Total Cost
Project Manager	$150	$145	350	$50,750
Technical Architect	$195	$190	880	$167,200
M365 Specialist	$165	$160	400	$64,000
Google Specialist	$180	$175	0	$0
Training Consultant	$140	$135	80	$10,800
Change Management Lead	$135	$130	80	$10,400
Support Engineer	$135	$85	0	$0
Compliance Specialist	$180	$180	0	$0
Total Estimated Labor			1,790	$303,150

Expenses

Onsite Visit: CTG anticipates the potential for up to five (5) onsite trips with an estimated travel cost of $2,250 for each trip for a total estimate of $11,250. Meal Per diem to be based on the GSA rates for Abilene, Texas. https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025&state=TX&city=abilene&zip=

As CTG anticipates there will be travel associated with this engagement, in addition to invoicing for the professional fees noted above, CTG will pass through all reasonable out-of-pocket expenses incurred by CTG personnel during engagement-related travel. CTG will only incur expenses necessary for successful completion of this engagement and will make every effort to reduce travel expenses, when possible, throughout the course of the engagement.

“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.

This Change Order is hereby subject to the terms and conditions incorporated into and made a part of the Authorizing Document and amends the Authorizing Document as stated above. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, the parties agree to the changes listed above. By signing below, the parties indicate their acceptance of this Change Order and the terms and conditions in the Authorizing Document. Either party may terminate this Change Order, with or without cause, by providing the other party with no less than 60 days’ prior written notice.

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	City of Abilene	Computer Task Group, Incorporated, a Cegeka Company
By:	Troy Swanson Troy Swanson (Jul 7, 2025 09:50 CDT)	Graham "Scooter" Beachum Graham "Scooter" Beachum (Jul 7, 2025 09:54 CDT)
Name:	Troy Swanson	Graham “Scooter” Beachum
Title:		Senior Client Partner
Date:	07/07/2025	July 7, 2025

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CTG Change Order 01 for Google Workspace Migration to Microsoft 365 Prepared for the City of Abilene - 07-07-25

Final Audit Report 2025-07-07

Created:	2025-07-07
By:	Melissa Huber (mhuber@ctg.onmicrosoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC0-0PFAzLLd9nzQrh7eI-8L732WwSo6v

"CTG Change Order 01 for Google Workspace Migration to Microsoft 365 Prepared for the City of Abilene - 07-07-25" History

Document created by Melissa Huber (mhuber@ctg.onmicrosoft.com)
2025-07-07 - 2:21:34 PM GMT

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2025-07-07 - 2:49:54 PM GMT

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Signer Graham Beachum (scooter.beachum@ctg.com) entered name at signing as Graham "Scooter" Beachum
2025-07-07 - 2:54:14 PM GMT

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Document e-signed by Graham "Scooter" Beachum (scooter.beachum@ctg.com)

Signature Date: 2025-07-07 - 2:54:16 PM GMT - Time Source: server

Agreement completed.

2025-07-07 - 2:54:16 PM GMT

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Computer Task Group, Inc.

Google to Microsoft Tenant Transition Services

December 18, 2025

CITY OF ABILENE TEXAS

Computer Task Group (CTG), Inc.

Professional Services Requirement:

- These services support the full implementation of the Microsoft M365 suite
  - Providing services and collaboration on the design and configuration of the Microsoft Tenant
  - Fully implementing Microsoft SharePoint
  - Supporting the City Departments during this transition

IT Department Recommendation

- Proposes the amendment of $191,305 to the current contract of $314,400
- Endorses the requested professional services acquisition, contract, and scope of work for a not-to-exceed amount of $505,705

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Emily Crawford, City Manager**
FROM: **Pamela Williams, Director**

ITEM: **13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Voya Financial, a Part of Reliastar Insurance Company, to Provide Stop Loss Insurance and Amwins Group, Inc. to Provide Gene Therapy Solutions *(Pamela Williams)***

GENERAL INFORMATION

The City conducted a Request for Proposal for Stop Loss Insurance (CB-2603) with the goal of partnering with a third-party vendor for Stop Loss Insurance. We were looking for a vendor to partner with who will match our existing plan benefits unless otherwise specified and agree to contract provisions to include lasers, no new lasers contract, and rate caps.

The Human Resources department generated an RFP in October 2025. This notice was published on October 9, 2025, with a proposal deadline of October 24, 2025. Within that timeline, we received three responses to the RFP, and they were evaluated by the Employee Benefits and Human Resources team.

FUNDING/FISCAL IMPACT

The Stop Loss Insurance will be funded using the Self-Insurance fund.

STAFF AND/OR BOARD RECOMMENDATION

The Human Resources staff recommend awarding the contract to Voya Financial, a part of Reliastar Insurance Company and Amwins Group, Inc.

ATTACHMENTS:

1. Stop Loss Insurance Resolution
2. SG 12-7-2025 Stop Loss Marketing Analysis for 2026
3. Stop Loss Bid List - 2026
4. Amwins GTS Agreement
5. Voya Stop Loss Agreement
6. Stop Loss City Council Presentation Slides

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AN AGREEMENT WITH VOYA FINANCIAL, PART OF RELIASTAR INSURANCE COMPANY, TO PROVIDE STOP LOSS INSURANCE AND AMWINS GROUP, INC. TO PROVIDE GENE THERAPY SOLUTIONS.

WHEREAS, the Human Resources Department went out for an RFP on October 9, 2025, seeking proposals for Stop Loss Insurance. They received three responses and reviewed for the best-fit candidate.

WHEREAS, it is the staff's recommendation that the City accept the proposal from Voya Financial, a part of Reliastar Insurance Company, to perform the services of Stop Loss Insurance and Amwins Group, Inc, to perform the services of Gene Therapy Solutions. Additionally, we request the City Managers endorsement to execute the final contracts.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with Voya Financial, part of Reliastar Insurance Company and Amwins Group, Inc as set-forth above. Voya Financial and Amwins Group, Inc is a one-year agreement, and the cost is $1,653,068.00, and payments of $137,756 are made on a monthly basis.

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

ADOPTED this 18th day of December, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City of Abilene
January 1, 2026
Stop Loss Renewal - $225,000 Medical Rx

Stop Loss Carrier TPA / Network		Voya-Current *BCBS*	Voya - Renewal *BCBS*		Berkshire Hathaway *BCBS*		BCBS *BCBS*	
SPECIFIC RETENTION		**$225,000**	**$225,000**		**$225,000**		**$225,000**	
Contract		24/12	PAID		24/12		24/12	
Coverages		Medical & Rx	Medical & Rx		Medical & Rx		Medical & Rx	
Lifetime Maximum Reimbursement		Unlimited	Unlimited		Unlimited		Unlimited	
Specific Rates								
Single	0	$101.72	$147.49		$113.40		$147.31	
Family	0	$101.72	$147.49		$113.40		$147.31	
	921							
				% Incr.		% Incr.		% Incr.
Specific Monthly Premium		**$93,684.12**	**$135,838.29**		**$104,441.40**		**$135,668.46**	
Specific Annual Premium		**$1,124,209.44**	**$1,630,059.48**	**45.0%**	**$1,253,296.80**	**11.5%**	**$1,628,021.49**	**44.8%**
Aggregate Rate								
Composite		$2.10	$2.31		$2.19		$1.96	
Aggregate Monthly Premium		**$1,934.10**	**$2,127.51**		**$2,016.99**		**$1,805.16**	
Aggregate Annual Premium		**$23,209.20**	**$25,530.12**	**10.0%**	**$24,203.88**	**4.3%**	**$21,661.92**	**-6.7%**
AGGREGATE RETENTION								
Contract		24/12	PAID		24/12		24/12	
Coverages		Medical & Rx	Medical & Rx		Medical & Rx		Medical & Rx	
Maximum Reimbursement		$1,000,000	$100,000		$1,000,000		Unlimited	
Run-In Limit		n/a	n/a		n/a		n/a	
Aggregate Factors								
Single		$1,301.93	$1,691.23		$1,421.21		$1,439.10	
Family		$1,301.93	$1,691.23		$1,421.21		$1,439.10	
Monthly Attachment Factor		**$1,199,077.53**	**$1,557,622.83**		**$1,308,934.41**		**$1,325,411.10**	
Annual Attachment Factor		**$14,388,930.36**	**$18,691,473.96**	**29.9%**	**$15,707,212.92**	**9.2%**	**$15,904,933.20**	**10.5%**
TOTAL FIXED COSTS				**% Incr.**		**% Incr.**		**% Incr.**
TOTAL MONTHLY STOP LOSS PREMIUM		**$95,618.22**	**$137,965.80**		**$106,458.39**		**$137,473.62**	
TOTAL ANNUAL STOP LOSS PREMIUM		**$1,147,418.64**	**$1,655,589.60**	**44.3%**	**$1,277,500.68**	**11.3%**	**$1,649,683.41**	**43.8%**
Increase in Annual Premium		**n/a**	**$508,170.96**		**$130,082.04**		**$502,264.77**	
Firm Through Date			**11/14**		**11/26**		**11/25**	
Lasers		**None**	**None**		**Laser #1: $750,000 Laser #2, #3, #4: $400,000 each**			
Notes		**No New Laser Contract 45% Rate cap**	**No New Laser Contract 45% Rate cap**		**No New Laser Contract 45% Rate cap Assumes GTS18 Inforce**		**Includes Gene Therapy Protection**	

Amwins Gene Therapy 15: $4.75 PEPM $52,497 Annual
Amwins Gene Therapy 18: $4.75 PEPM $52,497 Annual

City of Abilene
2026 Stop Loss RFP Bid List

Stop Loss	A.M. Best	Comments
BCBS	A	Quoted
Berkshire Hathaway	A++	Quoted
Optum	A+	Quoted-Declined to Firm
QBE	A	Quoted-Declined to Firm
Voya	A	Quoted

Amwins Gene Therapy Solutions Application Form

Coverage Type: Contractual Liability Insurance Policy

Market: Berkshire Hathaway Specialty Insurance

Agent: Meredith Hunter, SVP Operations, Amwins

Active Broker Agency: McGriff, a Marsh & McLennan Agency LLC Broker: Scott Gibbs

GTS Program: GTS-18 $4.75 pepm

Effective Date: 1/1/2026

Expiration Date*:

**Match S/L Policy Expiration Date* 12/31/2026

Group Name: City of Abilene

Group HQ State:

**Additional Forms w/ Signature Required* TX

Group Contact Name: Rose M. Jones

Group Contact Phone:

Group Contact Email: benefits@abilenetx.gov

Terms and Conditions:

1. The Amwins Gene Therapy Solutions Policy will be issued to you upon receipt of this executed application in addition to any state mandated documents as a requirement of distribution of the Amwins Gene Therapy Solutions policy.

2. The Amwins Gene Therapy Solutions Policy is subject to cancellation should premiums be past due 90 days or more.

3. The Amwins Gene Therapy Solutions Policy is subject to cancellation should the Group terminate their active stop loss policy.

4. Stealth Partner Group will collect premium associated with the Amwins Gene Therapy Solutions Policy and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Program. Stealth Partner Group will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Insurer of the

Amwins Gene Therapy Solutions Policy and will not be liable or responsible to any party for such disbursements and reimbursements unless they are received.

5. The Group will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by the Group or Group's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions, or premiums, or can void applicability.

6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations, or legal relationship between the parties.

The application provided herein is based upon information provided by Group or Group's broker. Upon submission of the signed application, it will be reviewed and a Policy will be issued as of the Effective Date defined in this application. By signing below, the Group's Authorized Signer agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of Group:

Group Authorized Signer Name and Title:

Group Authorized Signer Signature:

Group Authorized Signer Signature Date:

Stop Loss Insurance Renewal Offer

Voya Health Solutions

Prepared for:
City of Abilene

Effective Date
01/01/2026

Policy Number
743500

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Issued by ReliaStar Life Insurance Company
A member of the Voya® family of companies

PLAN
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VOYA FINANCIAL

Stop Loss Proposal for City of Abilene

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2025	January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		$ 225,000	$ 225,000	$ 250,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2023 or after	Paid in 12 Months and incurred Jan 01, 2023 or after	Paid in 12 Months and incurred Jan 01, 2023 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Advantage (No New Laser)		Included	Included	Included
Renewal Rate Cap		45.00 %	45.00 %	45.00 %
Plan Mirroring		Included	Included	Included
ASO Expedited Reimbursement		Included	Included	Included
Coverage Description	**Enrollment**			
Composite	934	$ 101.72	$ 147.49	$ 144.85
Cost				
Estimated Monthly Costs		$ 95,006	$ 137,756	$ 135,290
Estimated Annual Costs		$ 1,140,077	$ 1,653,068	$ 1,623,479
% Change from Current			45.00%	42.40%

Issued by ReliaStar Life Insurance Company
A member of the Voya® family of companies

PLAN
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PROTECT

VOYA® FINANCIAL

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2025	January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		$ 225,000	$ 225,000	$ 250,000
Maximum Annual Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2023 or after	Paid in 12 Months and incurred Jan 01, 2023 or after	Paid in 12 Months and incurred Jan 01, 2023 or after
Rates Include Commissions of:		None	None	None
Coverage Description	**Enrollment**			
Composite	934	$ 2.10	$ 2.03	$ 2.18
Monthly Aggregate Corridor*				
PEPM	934	$ 1,301.93	$ 1,485.12	$ 1,497.87
Aggregate Deductible		$ 14,592,031	$ 16,645,225	$ 16,788,127
Minimum Aggregate Deductible at 85%		$ 12,403,227	$ 14,148,441	$ 14,269,908
Select Acceptance Choice			☐	☐

**Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.*

Individual Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2026
Coverages		Medical, Rx
Individual Deductible		$ 275,000
Policy Year Maximum		Unlimited
Lifetime Maximum		Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2023 or after
Benefit Percentage		100%
Rates Include Commissions of:		None
Endorsements		
Renewal Advantage (No New Laser)		Included
Renewal Rate Cap		45.00 %
Plan Mirroring		Included
ASO Expedited Reimbursement		Included
Coverage Description	**Enrollment**	
Composite	934	$ 133.22
Cost		
Estimated Monthly Costs		$ 124,427
Estimated Annual Costs		$ 1,493,130
% Change from Current		30.97%

Aggregate Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2026
Coverages		Medical, Rx
Aggregate Adjustment Corridor		125 %
Individual Deductible		$ 275,000
Maximum Annual Reimbursement		$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2023 or after
Rates Include Commissions of:		None
Coverage Description	**Enrollment**	
Composite	934	$ 2.28
Monthly Aggregate Corridor*		
PEPM	934	$ 1,506.92
Aggregate Deductible		$ 16,889,559
Minimum Aggregate Deductible at 85%		$ 14,356,125
Select Acceptance Choice		☐

**Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.*

Stop Loss Proposal for City of Abilene

Account Assumptions

Renewal As Of Date	November 17, 2025
Renewal Good Through	November 21, 2025
Situs State	Texas
Claim Administrator	BlueCross BlueShield (TX)
Network	2026-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- Any FDA approved cell and gene therapies are covered under our Stop Loss policy, provided they are also covered under the group's medical plan and used for the purpose for which they were approved. This includes any new approvals that occur mid-policy year. We also exclude these high-cost claims from the following year's renewal package, helping to lower the impact of this cutting-edge care on self-funded employer costs.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Coverage is included for eligible retirees up to age 65 only.

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

Authorized Signature _____ Date _____

City of Abilene

01/01/2026

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2025 (may vary by state).

Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

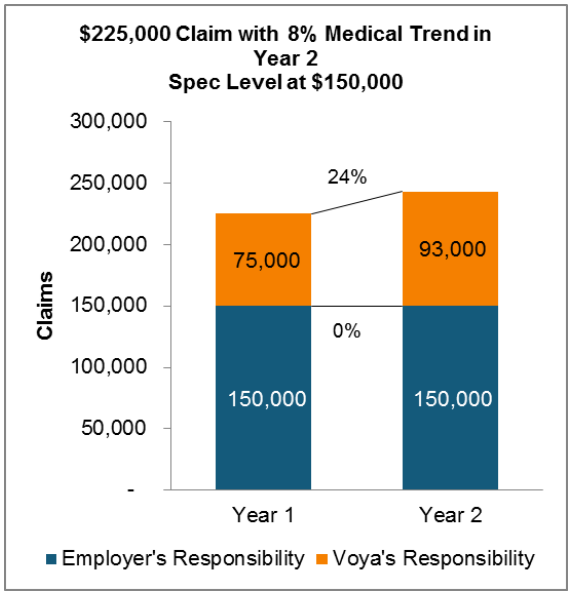
Components of medical trend include:

Plan Design	Technology	Network
Utilization Patterns	Demographics	Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a $150,000 individual stop loss deductible. If there is an individual claim of $225,000, the first $150,000 is the employer's responsibility and the remaining $75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been $225,000 in Year 1 now costs $243,000. If the deductible doesn't change, the first $150,000 is the employer's responsibility and the remaining $93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Insurance & Gene Therapy Solutions

December 18, 2025

Background

- Stop Loss Insurance is a risk management tool that provides financial protection against catastrophic or unexpected medical claims.
- Adding Gene Therapy to Stop Loss Insurance manages financial risk, enhances care access, and supports innovative, compliant healthcare benefits.
- We are seeking collaboration with a vendor who will match our existing plan.

CITY OF ABILENE TEXAS

Selection Process

- Notices were published for RFP CB-2603 on October 9, 2025, with three companies responding.

- Our rating evaluation criteria consisted of:
  - Industry Experience and Servicing Governmental Entities/References (15%)
  - Services Rendered and Support Offered (10%)
  - Rates/Pricing (60%)
  - Plan Design and Features (15%)

CITY OF ABILENE TEXAS

Recommendation - Voya Financial

Recommendation

One-Year Service Agreement effective 1/1/2026

CITY OF ABILENE TEXAS

Recommendation - Amwins Group, Inc.

Recommendation

One-Year Service Agreement effective 1/1/2026

CITY OF ABILENE TEXAS

Why Voya Financial?

- Voya Financial is a division of ReliaStar Life Insurance Company.
- Voya Financial is one of the nation's largest direct writers of excess risk (stop loss) insurance for more than 40 years.

- Selected as the best fit candidate based on RFP criteria.

- Agreed to all contract provisions requested:
  - No New Lasers
  - Rate Caps

CITY OF ABILENE TEXAS

Why Amwins Group, Inc?

- Amwins Group, Inc is a global specialty insurance distributor.
- Amwins Group, Inc was founded in 1998, marking over 25 years in business.

- Selected as the best fit candidate.
- City of Abilene has partnered with Amwins since December 31, 2023.

- Amwins Group offers Gene Therapy Solutions:
  - GTS-15
  - 15 FDA Approved Treatments

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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 a Economic Development Agreement with West Texas Custom Builders for 1310 Locust St. *(Tim Littlejohn)***

GENERAL INFORMATION

West Texas Custom Homes is building a new single family residence at 1310 Locust St as part of the Rebuild abi program.

FUNDING/FISCAL IMPACT

up to $30,450.00

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. 1310 Locust St RESOLUTION (1)
2. 1310 Locust_New Construction Ch 380 agreement (1)
3. 1310 locust - plans (1)
4. 1310 Locust presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

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 WEST TEXAS CUSTOM BUILDERS FOR 1310 LOCUST ST

This Economic Development Agreement ("Agreement") is effective as of the 18th day of December, 2025 ("Effective Date"), by and between West Texas Custom Builders Homes, ("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 1310 Locust 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 18th day of December, 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
West Texas Custom Builders

This Economic Development Agreement ("Agreement") is effective as of the_18th_day of ___ December_, 2025 ("Effective Date"), by and between _ West Texas Custom Builders _("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 1310 Locust 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.

11. DEFINITIONS

2.01. **Proa;ram** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means _West Texas Custom Builders,==- its successors or assigns.

ill. 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 4.0l(c).

V. DEVELOPER'S OBUGATIONS AND DUF/ES

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 Empowennent 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 21'11 Street.

VI CITYOBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any tenns 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 perfonnance 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, NEGLECT 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 circwnstances 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 theexpress 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

West Texas Custom Builders
Tim Akens
286 Pilgrim Rd
Abilene, TX 79602
325-665-5327
wtcb uddenlink.net

By (signature): _____

Name (printed): --T◆im-=---Ak=en=s◆----------

Title: ---=-P-=rin=ci=p=al'---------- _

CITYOF ABILENE

ATTEST:

_____

City Manager

City Secretary

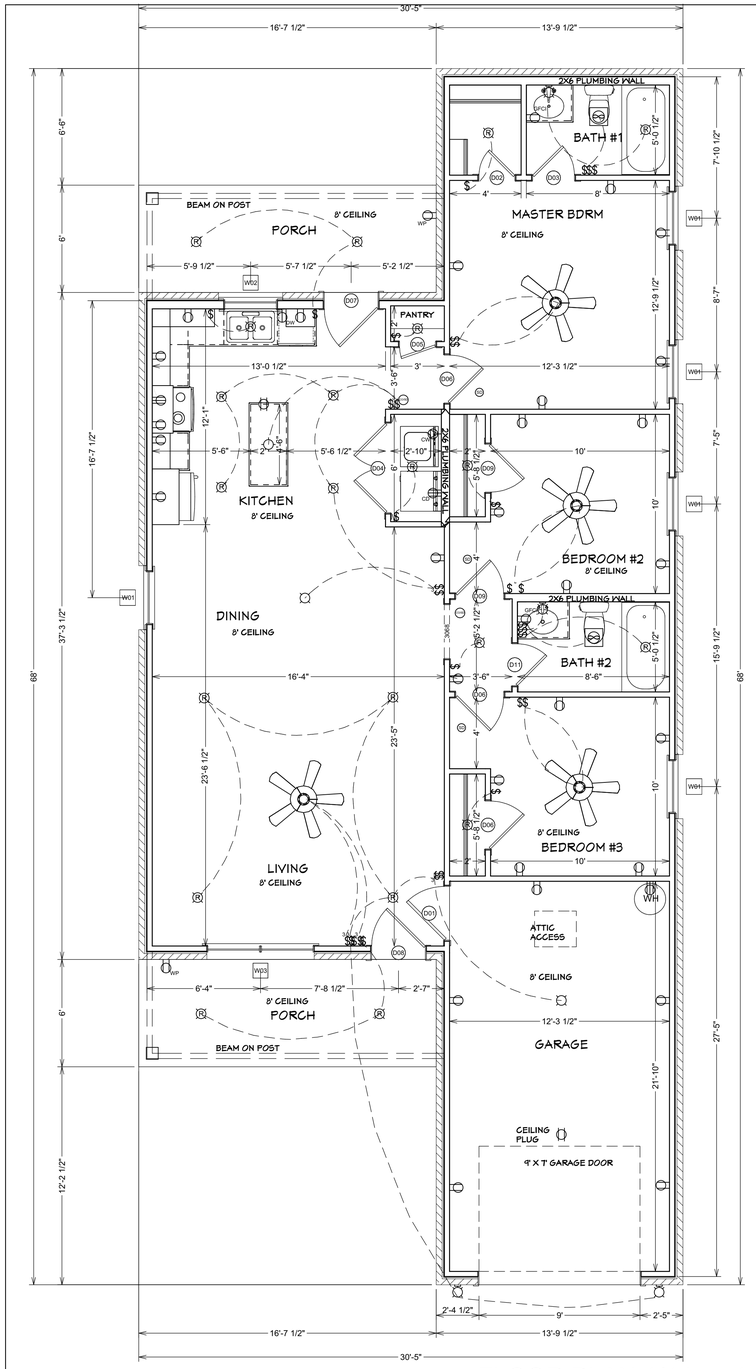
APPROVED AS TO FORM:

_____

City Attorney

ATTACHMENT A

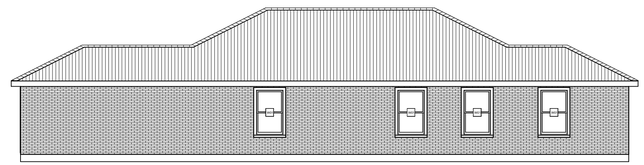
Attached- Developers building plans.



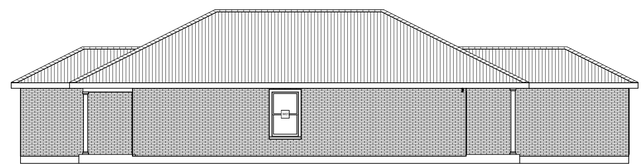
FLOOR PLAN 1/4 in = 1 ft

REAR ELEVATION 1/8 in = 1 ft

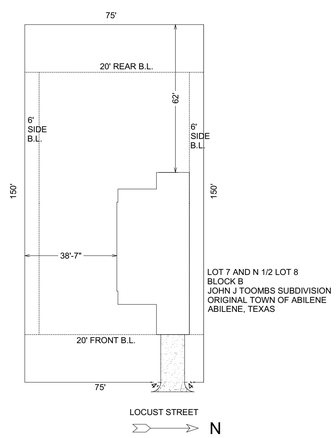
FRONT ELEVATION 1/8 in = 1 ft



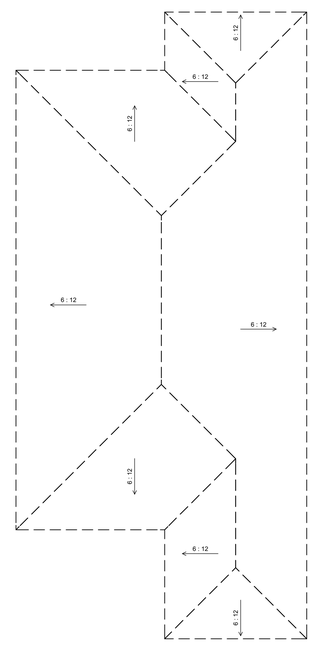
RIGHT ELEVATION



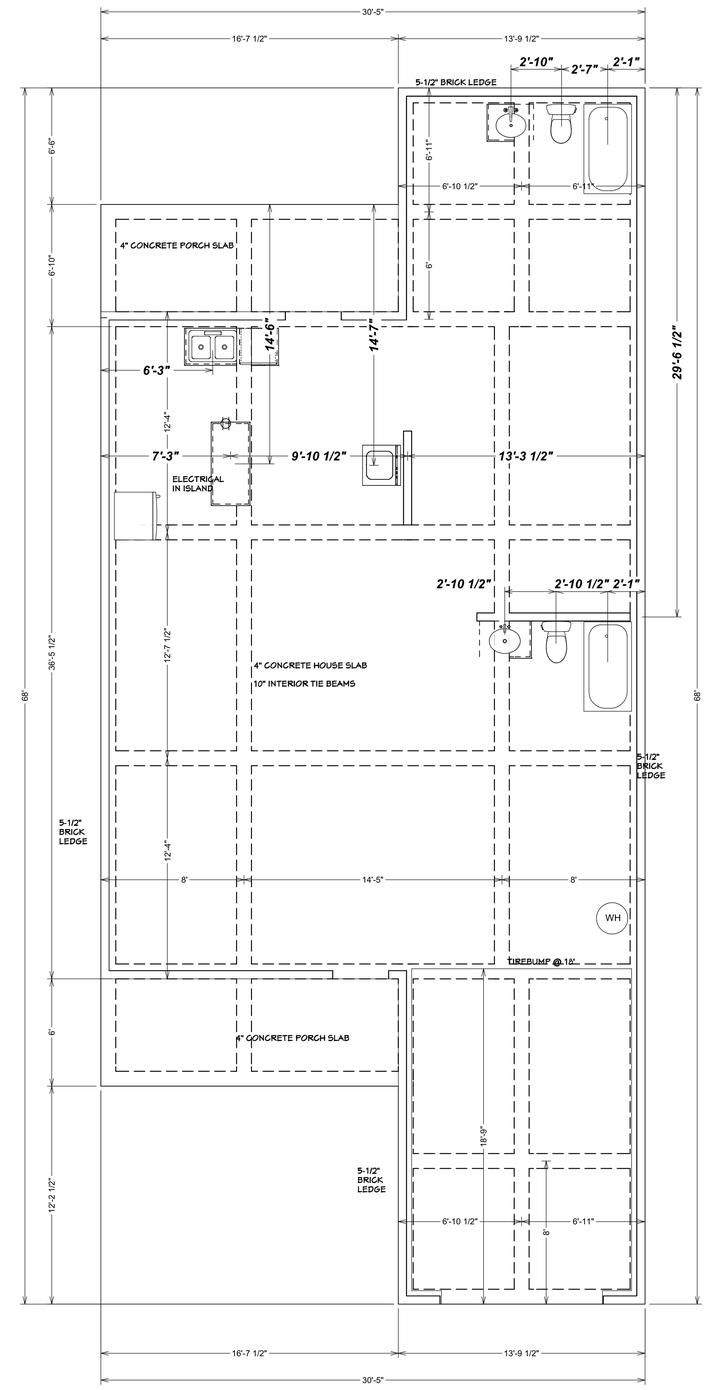
LEFT ELEVATION



plot plan 1 in = 30 ft



ROOF PLAN 1/8 in = 1 ft



CONCRETE AREA
1757 SQ FT

DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D02	2068 R IN	HINGED	1 3/8"		1
D03	2468 L IN	HINGED	1 3/8"		1
D04	5068 L/R IN	DOUBLE HINGED	1 3/8"		1
D05	2068 L IN	HINGED	1 3/8"		1
D06	2868 R IN	HINGED	1 3/8"		3
D07	3068 L EX	HINGED	1 3/8"	GLASS	1
D08	3068 R EX	HINGED	1 3/8"	FRONT ENTRY	1
D09	2868 L IN	HINGED	1 3/8"		2
D11	2468 R IN	HINGED	1 3/8"		1

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	5	3050	84"		SINGLE HUNG
W02	1	3030	84"		SINGLE HUNG
W03	1	6050	84"	TWIN	MULLED UNIT

NOTES:

1. ALL 8' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. STEEL LINTELS OVER APPLICABLE OPENINGS TO SUPPORT/BRICK ROCK.
3. HVAC IN ATTIC.
4. 2X6 WALLS DIMENSIONED AT 5-1/2". 2X4 WALLS DIMENSIONED AT 3-1/2".
5. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.

TOTAL SQUARE FOOTAGE: 1250
PORCHES: 199
GARAGE: 308
TOTAL SLAB SQ FT: 1757

1310 LOCUST STREET

WEST TEXAS CUSTOM BUILDERS

Date: JULY 2024	Scale: 1/4" = 1'	1250 Sq. Ft.	gpr

FLOOR, ROOF, FOUNDATION PLAN & ELEVATIONS

Page #: 1 OF 1	Drawing #: WTCB-24-1250

Economic Development Agreement
1310 Locust St.

CITY OF
ABILENE
TEXAS

- West Texas Custom Builders is proposing to build a newly constructed affordable home located at 1310 Locust St.
- Home is approximately 1250 sq.ft.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price shall not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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 a Economic Development Agreement with Habitat for Humanity for 1217 Plum St. *(Tim Littlejohn)***

GENERAL INFORMATION

Habitat for Humanity is building a new single family residence as part of the Rebuild Abi program at 1217 Plum St.

FUNDING/FISCAL IMPACT

up to $30,450

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. 1217 Plum St Resolution
2. 1217 Plum 380 agreement
3. 1217 Plum St Presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

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 HABITAT FOR HUMANITY REGARDING 1217 PLUM ST

WHEREAS, the Economic Development Agreements ("Agreements") are effective as of the 18th day of December, 2025, by and between Habitat for Humanity, ("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 1217 Plum 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 18th day of December, 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

Habitat for Humanity Abilene

This Economic Development Agreement ("Agreement") is effective as of the _18th__day of _____December_, 2025 ("Effective Date"), by and between ___ Habitat for Humanity Abilene ___("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 ___1217 Plum 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 Deve1opment 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:

Docusign Envelope ID: 0B14A6AA-3E71-449A-B627-EE2DC4376F47

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 ___Habitat for Humanity Abilene_____ 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 4.0l(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.

Docusign Envelope ID: 0B14A6AA-3E71-449A-B627-EE2DC4376F47

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, SUI TS 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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FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT 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.]

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AGREED:

DEVELOPER
Habitat for Humanity Abilene
Rosten Callarman
101 Fulwiler Rd
Abilene, TX 79603
325-670-0489
rosten@habitatabi.org

By (signature): Signed by: 44495EFC81D5467...

Name (printed): Rosten Callarman

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

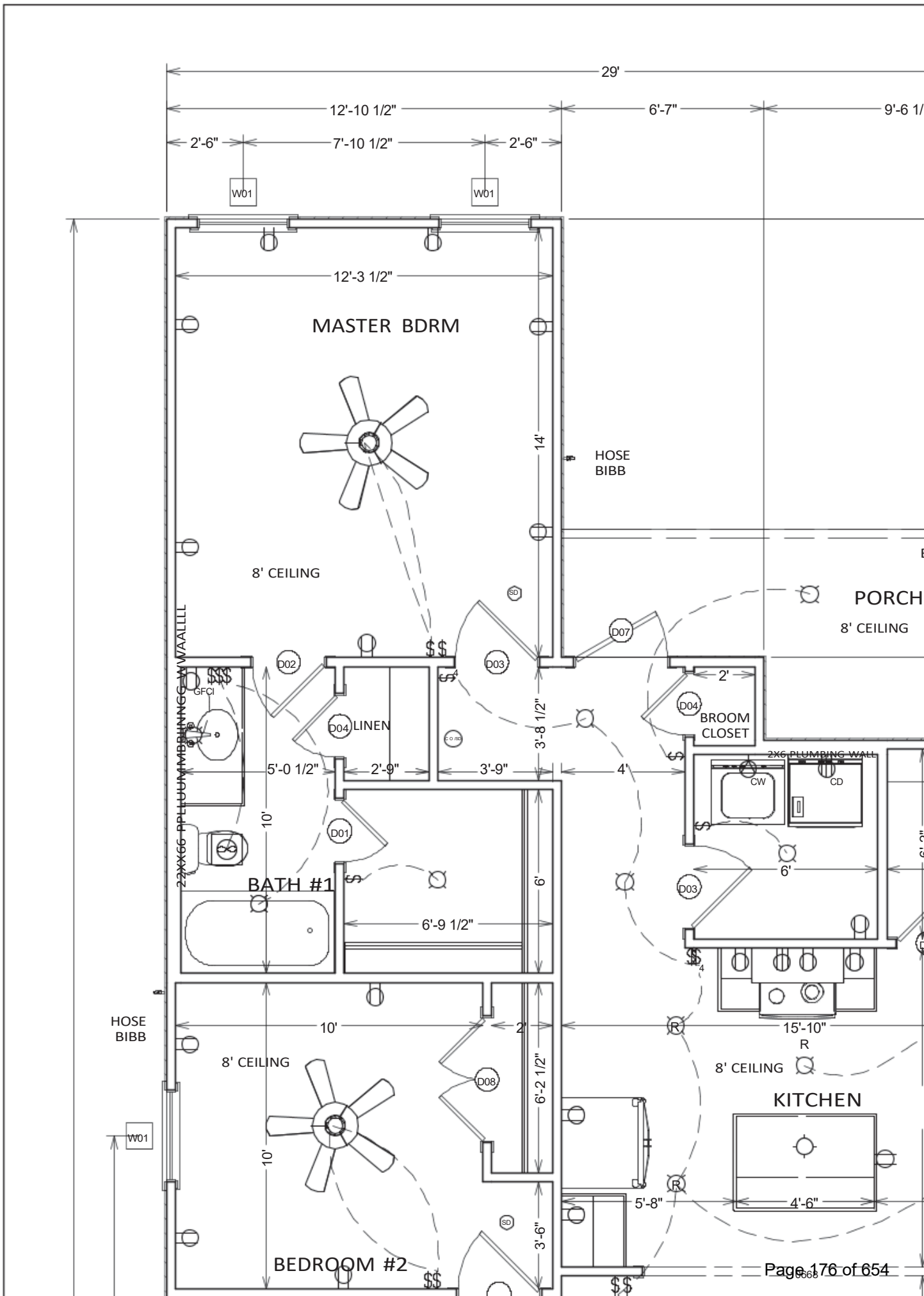
City Attorney

Docusign Envelope ID: 0B14A6AA-3E71-449A-B627-EE2DC4376F47

ATTACHMENT A

Attached- Developers building plans.

Docusign Envelope ID: 0B14A6AA-3E71-449A-B627-EE2DC4376F47



City Council Meeting

Economic Development Agreement
1217 Plum St.

CITY OF
ABILENE
TEXAS

- Habitat for Humanity is proposing to build a newly constructed affordable home located at 1217 Plum St.
- Home is approximately 1290 sq.ft.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Brick and Mortar Properties for 2826 Roberts St. *(Tim Littlejohn)***

GENERAL INFORMATION

Brick and Mortar Properties is going to build a new single family residence located at 2826 Roberts St. as part of the Rebuild Abi program

FUNDING/FISCAL IMPACT

up tp $30,450

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Brick and Mortar RESOLUTION
2. 2826 Roberts 380 agreement
3. Brick and Mortar City Council Presentation

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 BRICK AND MORTAR PROPERTIES REGARDING 2826 ROBERTS ST.

WHEREAS, the Economic Development Agreements ("Agreements") are effective as of the 18th day of December, 2025, by and between Brick and Mortar Properties, ("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 2826 Roberts 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 18th day of December, 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

Brick and Mortar Properties

This Economic Development Agreement ("Agreement") is effective as of the _18th__day of _____December____, 2025 ("Effective Date"), by and between _____ Brick and Mortar Properties ____("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___2826 Roberts___ 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 ___Brick and Mortar Properties_____ 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 Two 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, NEGLECT 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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AGREED:

DEVELOPER

Brick and Mortar Properties, LLC
23211 Gate Creek Crt
Katy, TX 77494-2107
brickandmortar325@gmail.com
325-232-1111

DocuSigned by:

By (signature): Brian Bedingfield
773E036B74584F0...

Name (printed): Brian Bedingfield

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

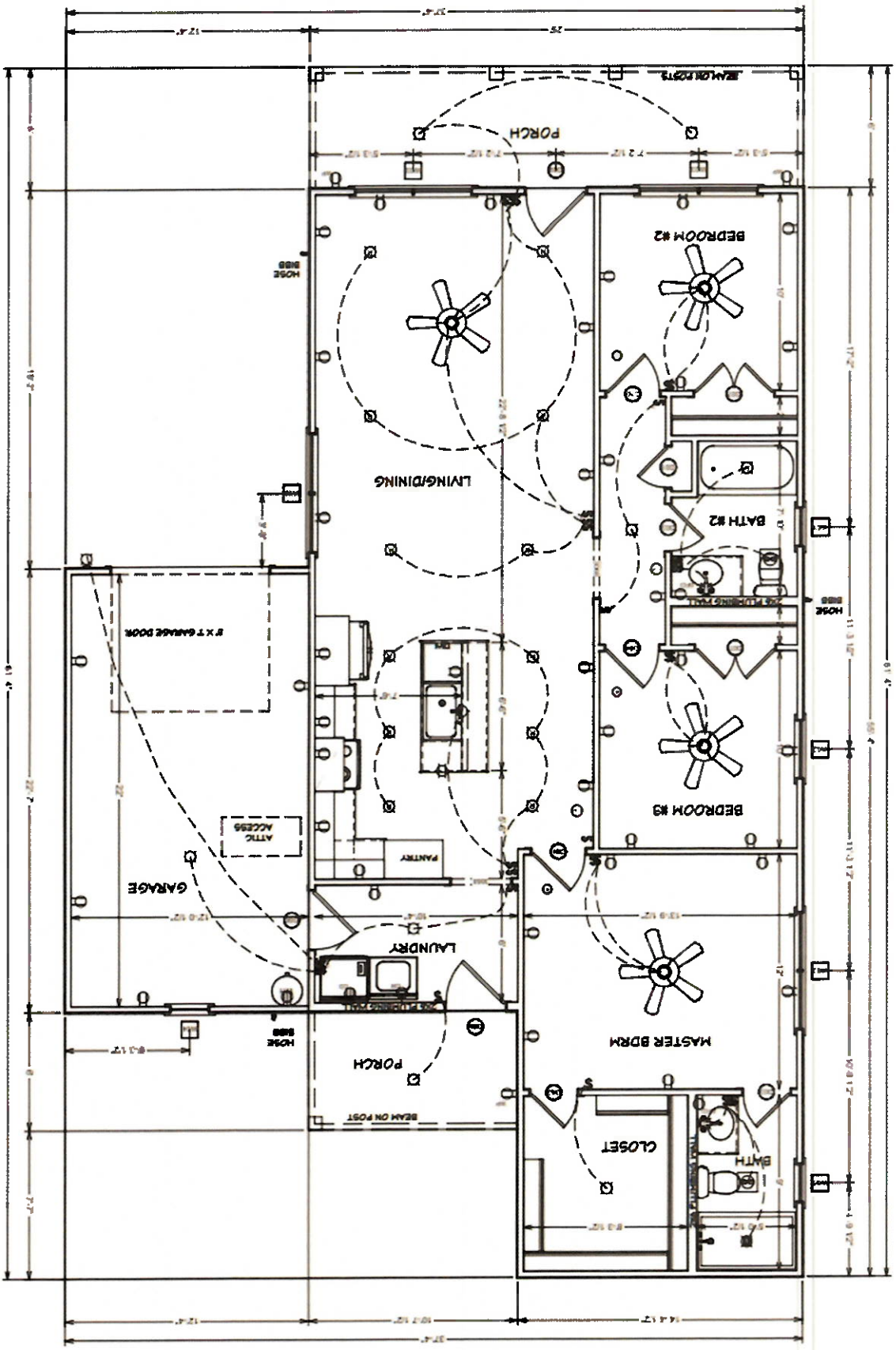
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: 937CFEA9-936B-4BE4-8E37-71057F89211B

ATTACHMENT A

Attached- Developers building plans.


BEAM ON POSTS
PORCH
BEDROOM #2
LIVING/DINING
BATH #2
HOSE BIBB
8' X 7' GARAGE DOOR
BEDROOM #3
ATTIC ACCESS
PANTRY
GARAGE
LAUNDRY
MASTER BDRM
PORCH
BEAM ON POST
CLOSET
BATH

City Council Meeting

Economic Development Agreement

CITY OF
ABILENE
TEXAS

- Brick and Mortar Properties is proposing to build a newly constructed affordable home located at 2826 Roberts St.
- Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Summit SCVS Inc. for 1425 Cedar St. *(Tim Littlejohn)***

GENERAL INFORMATION

Summit SCVS is going to build a new single famile residence located at 1425 Cedar St. as part of the rebuild Abi program

FUNDING/FISCAL IMPACT

up to $30,450

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Summit RESOLUTION
2. 1425 Cedar St_Summit SVCS Inc_New Construction Ch 380 agreement (1)
3. Summit City Council Presentation

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 SUMMIT SCVS INC. REGARDING 1425 CEDAR St.

WHEREAS, the Economic Development Agreements ("Agreements") are effective as of the 18th day of December, 2025, by and between Summit SCVS Inc., ("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 1425 Cedar 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 18th day of December, 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

Summit SVCS Inc

This Economic Development Agreement ("Agreement") is effective as of the _18th__day of _____December___, 2025 (“Effective Date"), by and between _____ Summit SVCS Inc ____("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 ___1425 Cedar 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 Deve1opment 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:

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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 ___Summit SVCS Inc_____ 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 4.0l(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.

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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.

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VIII. GENERAL PROVISIONS

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FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT 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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AGREED:

DEVELOPER
Summit SVCS Inc
5214 89th St.
Lubbock, TX 79424
907-654-4801
summitsvcsinc@gmail.com

By (signature): Signed by: Jeffery Murray 90EF0628375E4EA...

Name (printed): Jeffery Murray

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: E7392644-5D9D-4425-8089-54DC4D898ED5

ATTACHMENT A

Attached- Developers building plans.

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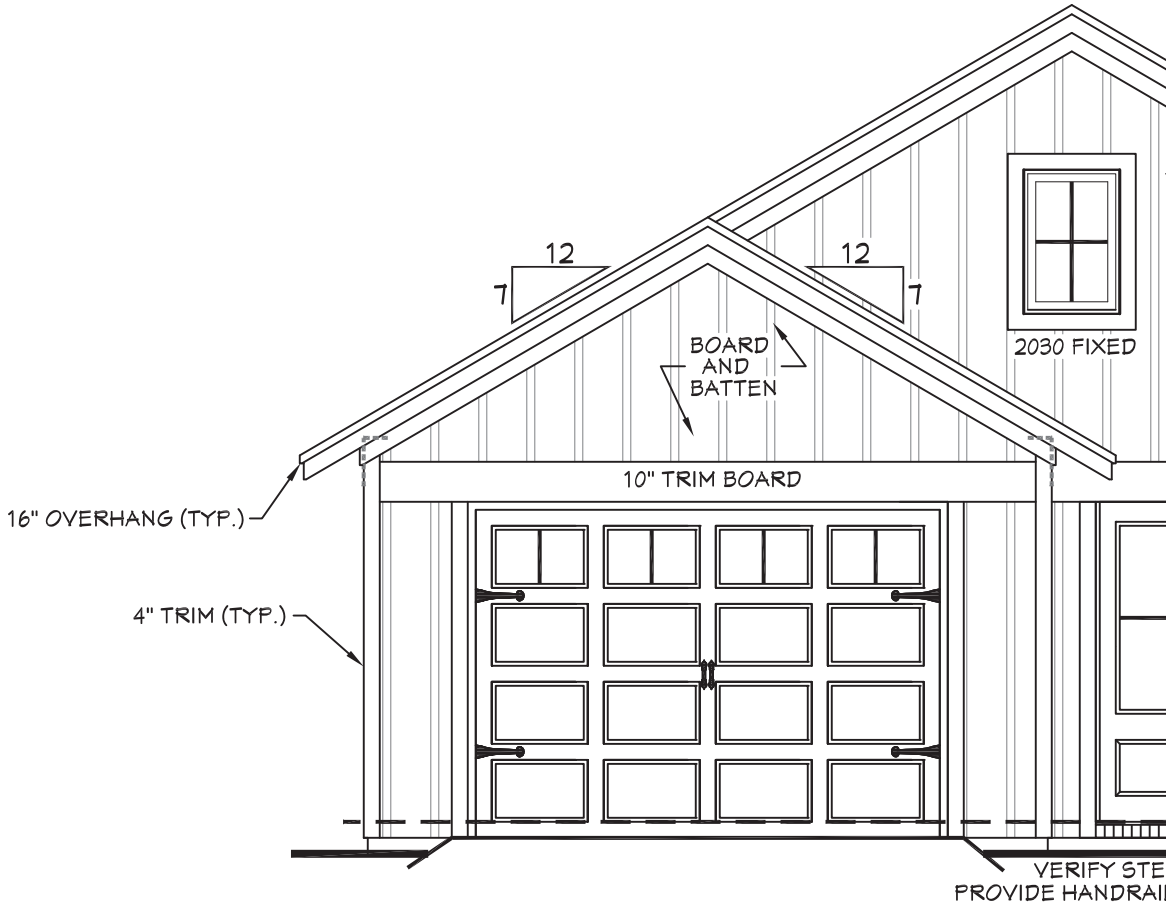
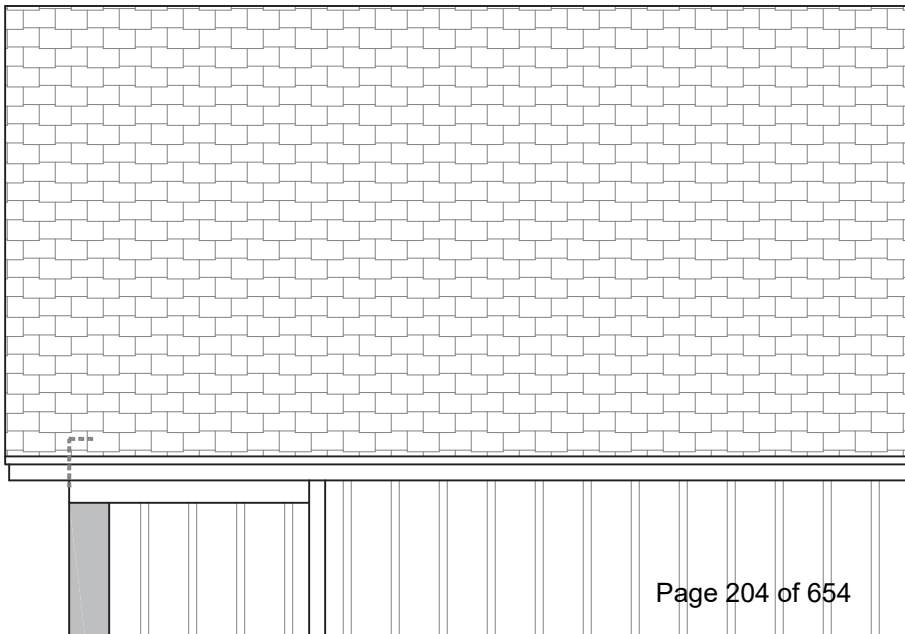


FRONT

401

SCALE----------



City Council Meeting

Economic Development Agreement

CITY OF
ABILENE
TEXAS

- Summit SCVS Inc. is proposing to build a newly constructed affordable home located at 1425 Cedar St.
- Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **18. Ordinance (First Reading) OAM-2025-01: Receive a Report, Hold a Discussion and Take Action on an Amendment to Chapter 4, Article 2, Division 11 – Vacation Travel Trailer/Recreational Vehicle Parks of the Land Development Code (LDC). *(Tim Littlejohn)***

GENERAL INFORMATION

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

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Update Ordinance OAM
2. Vacation Travel Trailer Parks - Section 4.2.11 - final redline - desktop
3. Staff Report (17)
4. Presentation (18)

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 18th day of December, 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 25th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

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 = 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.

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.

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(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.

(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~~

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.

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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.

(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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ZONING CASE OAM-2025-01 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 9, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

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.

Staff Recommendation
Staff 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: December 9, 2025

City Council Hearing: December 18, 2025

January 8, 2026

CITY OF ABILENE TEXAS

PROPOSED AMENDMENTS

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

CITY OF ABILENE TEXAS

RECOMMENDATION

Planning & Zoning Recommendation:

Approval

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **19. Ordinance (First Reading) Z-2025-42: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 17.11 Acres From Agricultural Open (AO) And Medium Density (MD) To Multi Family (MF). Located At 2242 Oakland Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 17.11 acres from Agricultural Open (AO) and Medium Density (MD) to Multi Family (MF) located at 2242 Oakland Drive.

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. Staff Report
3. Application
4. 117139
5. 2320 & 2330
6. Presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2026

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 18th day of December, 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 14th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

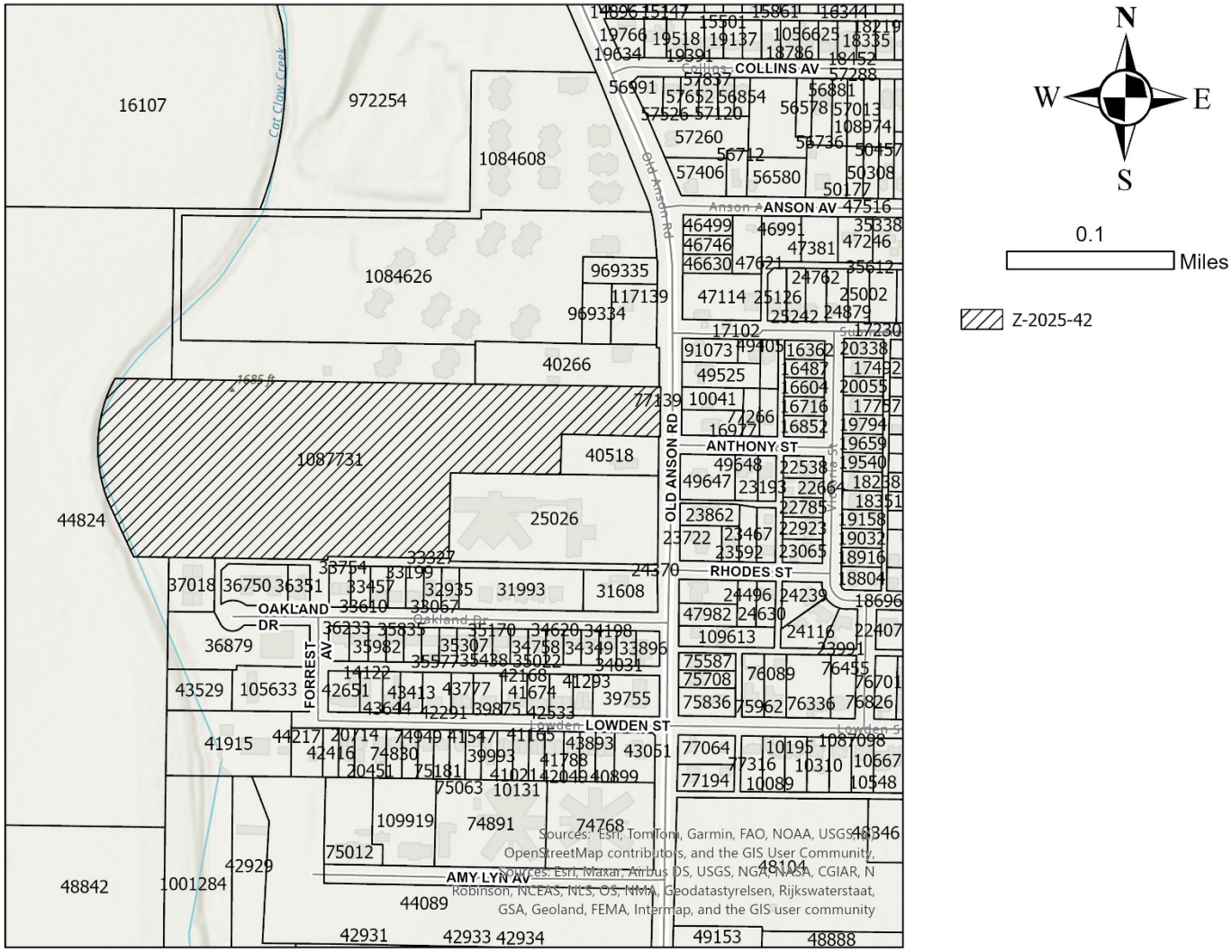
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 17.11 acres from Agricultural Open (AO) and Medium Density (MD) to Multi Family (MF).

Legal description as follows: Approximately 17.11 acres of Block A, Lot 202, Venugopala Addn., Abilene, Taylor County, Texas.

Located at 2242 Oakland Drive.



END

ZONING CASE
Z-2025-42
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Agent: Dean Family Partnership, LLC
Owner: 3101 Stamford LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 17.11 acres from Agricultural Open (AO) and Medium Density (MD) to Multi Family (MF).

Location
Located at 2242 Oakland Drive. Legal description being approximately 17.11 acres of Block A, Lot 202, Venugopala Addn., Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1954 and is currently zoned Agricultural Open (AO), Medium Density (MD), and Multi Family (MF). The subject property has remained vacant since its annexation into the city limits.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MF/AO	Residence/Apartment
East	AO	Northern Oaks Living & Rehabilitation
South	MD/MF	Multi Family Residence
West	AO	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 Comprehensive Plan.

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

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

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property is platted and will be subject to site plan review. During the site plan review, any and all required utilities and infrastructure will be addressed.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Application

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 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
263 HOLDINGS LLC	33754	2284 OAKLAND DR	
263 HOLDINGS LLC	33754	2290 OAKLAND DR	
3101 STAMFORD LLC	1087731	2322 OAKLAND DR	
3101 STAMFORD LLC	1087731	2242 OAKLAND DR	
ANSON HEALTH HOLDINGS LLC	25026	2722 OLD ANSON RD	
BAYVIEW FINANCIAL PROPERTY TRUST	36351	2300 OAKLAND DR	
CARPENTER LEONARD STANLEY &	77139	2801 OLD ANSON RD	
DALZELL FAMILY LP	33457	2260 OAKLAND DR	
GOSPEL RESTORATION CHURCH	36879	2317 FORREST AV	
GRASS MOUNTAIN HOLDINGS LLC	33067	2226 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	33067	2224 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	32935	2212 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	32935	2214 OAKLAND DR	
HAMED FAUD	969334		
HANKINS WINNETTA L	10041	2809 OLD ANSON RD	
HANKINS WINNETTA L	33199	2236 OAKLAND DR	
HANKINS WINNETTA L	33327	2248 OAKLAND DR	
HERRING JANICE	49647	2797 OLD ANSON RD	
HOWISON DAVID & DENISE	117139	2836 OLD ANSON RD	O
JWDW PROPERTIES II LLC	1084626	2934 OLD ANSON RD	
JWDW PROPERTIES II LLC	1084608		
LEE RANSOM LLC	33610	2278 OAKLAND DR	
LEE RANSOM LLC	33610	2280 OAKLAND DR	

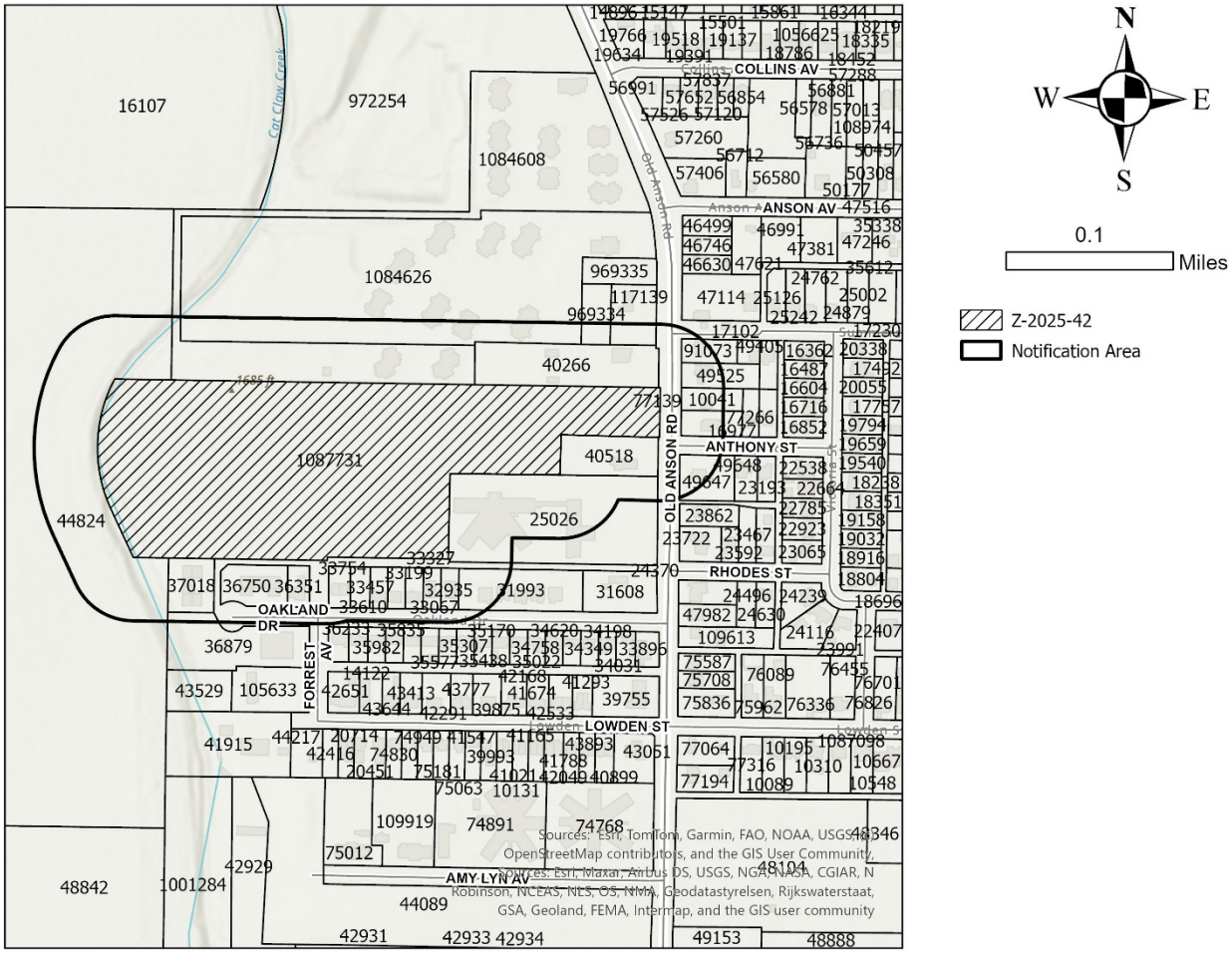
LEE RANSOM LLC	33610	2282 OAKLAND DR	
LEE RANSOM LLC	33610	2274 OAKLAND DR	
LEE RANSOM LLC	33610	2276 OAKLAND DR	
LEE RANSOM LLC	33610	2272 OAKLAND DR	
LIFE CHURCH ABILENE	40518	2802 OLD ANSON RD	
MCCARTHY JOHN	49525	2817 OLD ANSON RD	
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 2	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 5	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 4	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 1	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 6	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 3	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 4	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 1	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 2	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 6	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 3	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 5	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR	O
SPARKS REALTY INVESTMENTS LLC	44824	3101 W STAMFORD ST	
STOWE TODD & KATERYNA	91073	2841 OLD ANSON RD	
TORRES SANDRA SERRANO	31993	2132 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2140 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2148 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2156 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2164 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2172 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2200 OAKLAND DR	
WESTBROOK GARY W & DEBRA K	40266	2828 OLD ANSON RD	

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HANKINS WINNETTA L	10041	2809 OLD ANSON RD	
ANSON HEALTH HOLDINGS LLC	25026	2722 OLD ANSON RD	
TORRES SANDRA SERRANO	31993	2132 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2140 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2148 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2156 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2164 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2172 OAKLAND DR	
TORRES SANDRA SERRANO	31993	2200 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	32935	2212 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	32935	2214 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	33067	2226 OAKLAND DR	
GRASS MOUNTAIN HOLDINGS LLC	33067	2224 OAKLAND DR	
HANKINS WINNETTA L	33199	2236 OAKLAND DR	

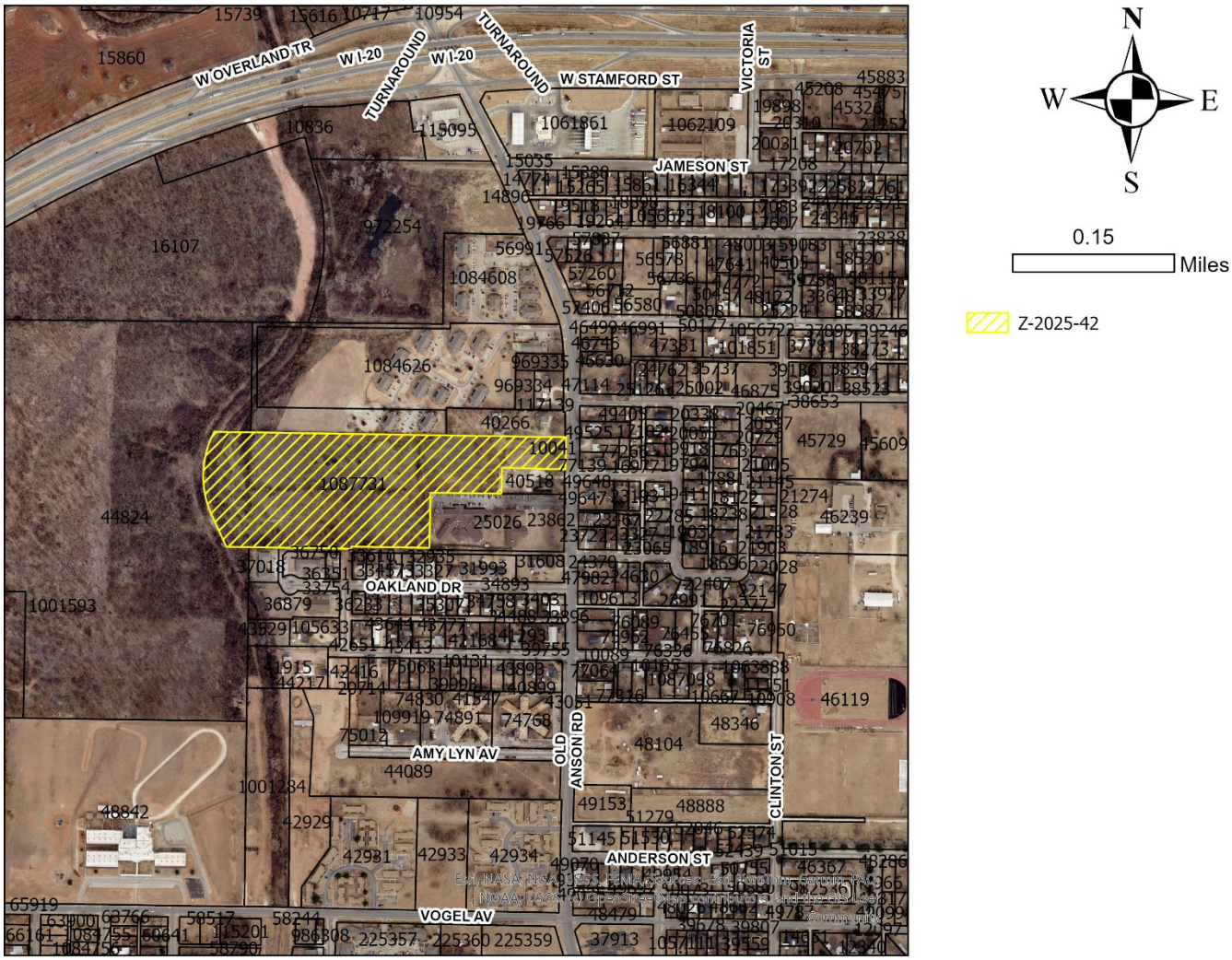
HANKINS WINNETTA L	33327	2248 OAKLAND DR	
DALZELL FAMILY LP	33457	2260 OAKLAND DR	
LEE RANSOM LLC	33610	2278 OAKLAND DR	
LEE RANSOM LLC	33610	2280 OAKLAND DR	
LEE RANSOM LLC	33610	2282 OAKLAND DR	
LEE RANSOM LLC	33610	2274 OAKLAND DR	
LEE RANSOM LLC	33610	2276 OAKLAND DR	
LEE RANSOM LLC	33610	2272 OAKLAND DR	
263 HOLDINGS LLC	33754	2284 OAKLAND DR	
263 HOLDINGS LLC	33754	2290 OAKLAND DR	
BAYVIEW FINANCIAL PROPERTY TRUST	36351	2300 OAKLAND DR	
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 4	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 1	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 2	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 6	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 3	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR APT 5	O
SOUTHWEST C & R LLC	36750	2320 OAKLAND DR	O
GOSPEL RESTORATION CHURCH	36879	2317 FORREST AV	
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 2	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 5	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 4	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 1	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 6	O
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR APT 3	O
WESTBROOK GARY W & DEBRA K	40266	2828 OLD ANSON RD	
LIFE CHURCH ABILENE	40518	2802 OLD ANSON RD	
SPARKS REALTY INVESTMENTS LLC	44824	3101 W STAMFORD ST	
MCCARTHY JOHN	49525	2817 OLD ANSON RD	
HERRING JANICE	49647	2797 OLD ANSON RD	
CARPENTER LEONARD STANLEY &	77139	2801 OLD ANSON RD	
STOWE TODD & KATERYNA	91073	2841 OLD ANSON RD	
HOWISON DAVID & DENISE	117139	2836 OLD ANSON RD	O
HAMED FAUD	969334		
JWDW PROPERTIES II LLC	1084608		
JWDW PROPERTIES II LLC	1084626	2934 OLD ANSON RD	
3101 STAMFORD LLC	1087731	2322 OAKLAND DR	
3101 STAMFORD LLC	1087731	2242 OAKLAND DR	

NOTIFICATION MAP



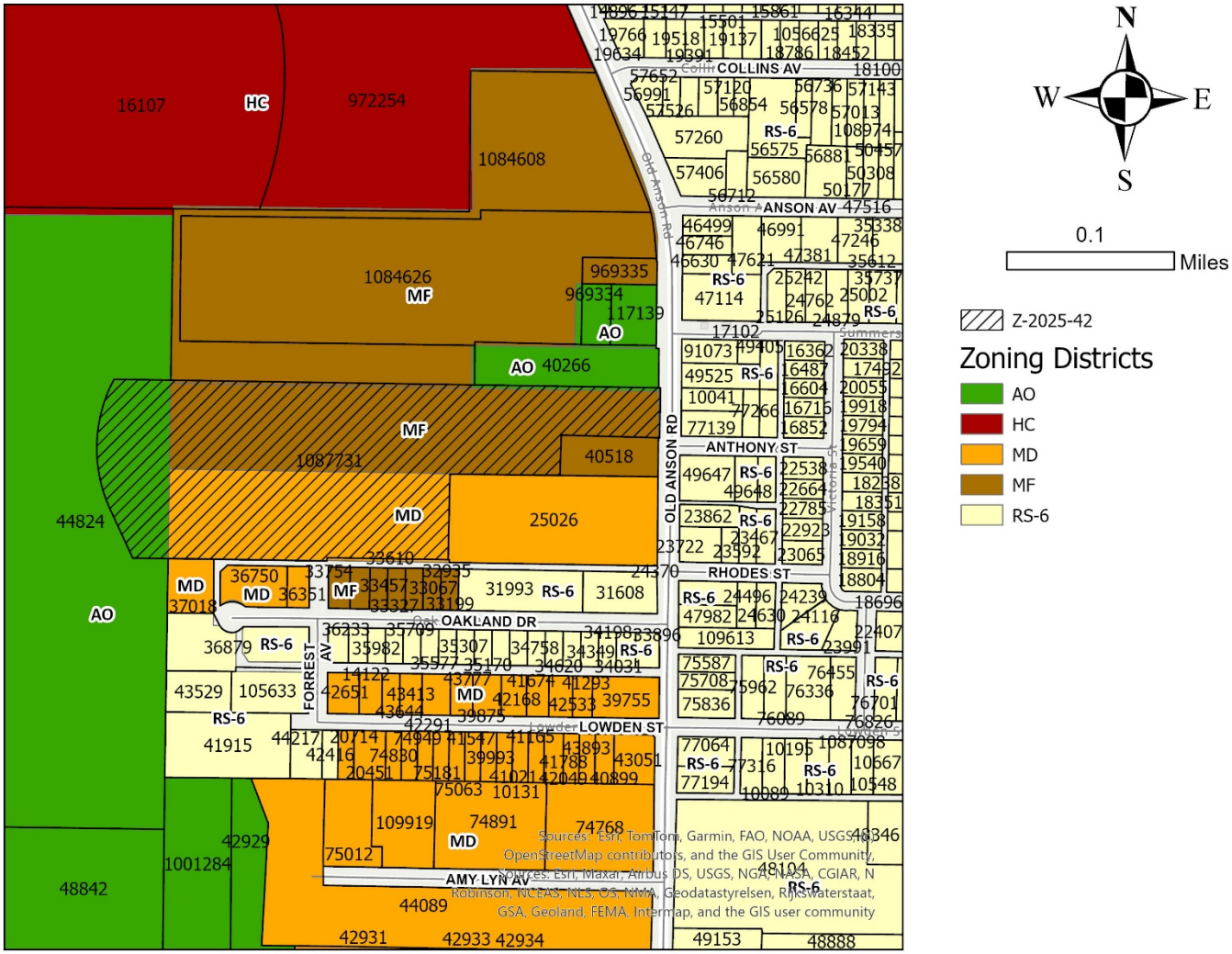
Case # Z-2025-42
November 17, 2025

LOCATION MAP



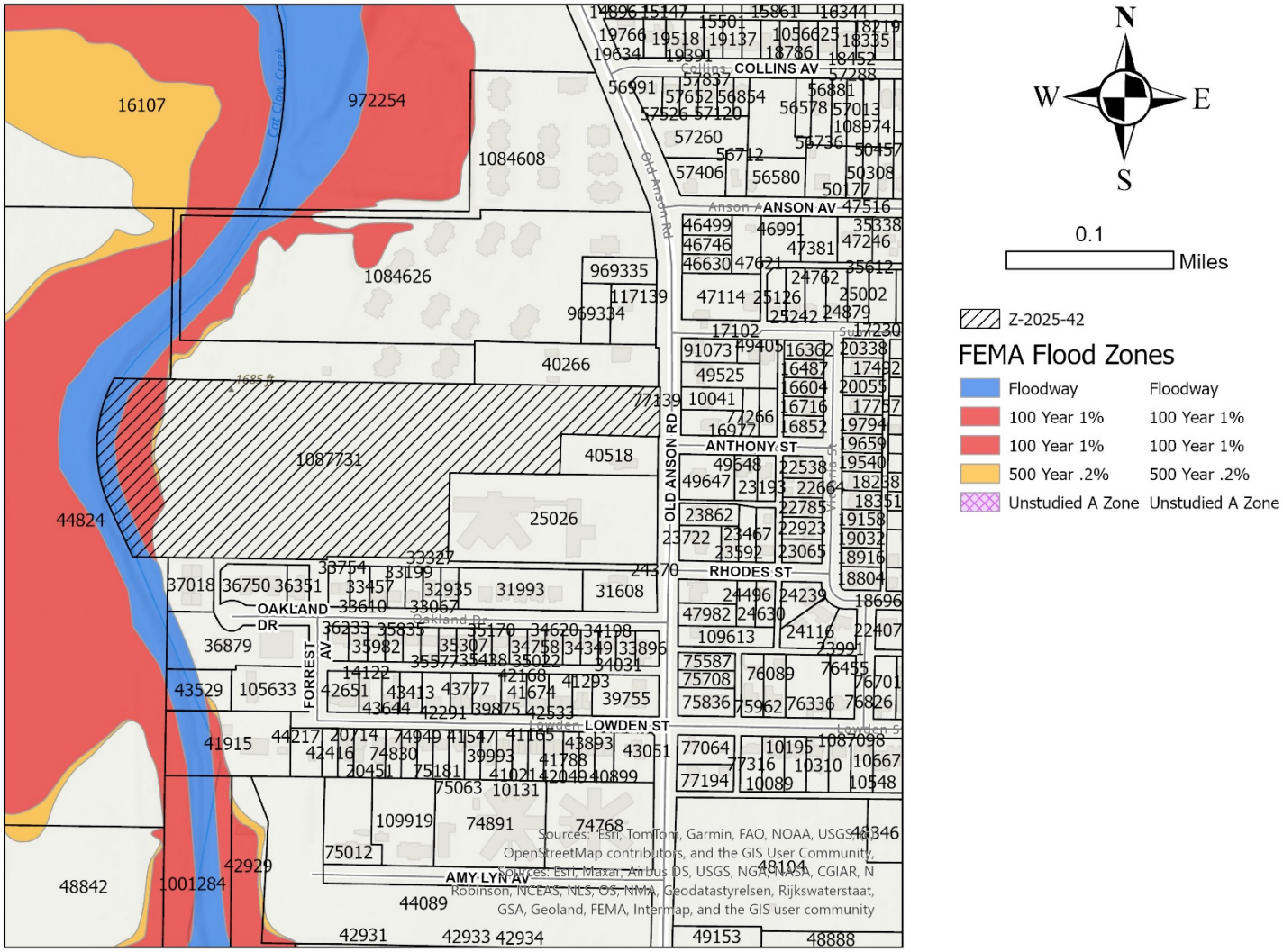
Case # Z-2025-42
November 17, 2025

ZONING MAP



Case # Z-2025-42
November 17, 2025

FLOOD MAP



Case # Z-2025-42
November 17, 2025

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Steffens Subdivision of Merchants Pasture (Lots) Total Number of Acres: 17.112
Zoning Classification(s): MF, MD, AO Total Number of Lots: 1
Location: Tax ID: 1087731 Parcel ID: 1087731 Alt. Tax ID: 64190000100 Block A Venugopala ADDN, Block A, LOT 202 Acres 17.112

Property Owner Information & Authorization

Name/Company: 3101 Stamford LLC
Address: 510 Sunset Vista Dr. Apt 5215
City: Georgetown State: TX Zip Code: 78628
Phone: 480-487-3180 Email: ilg1992@msn.com

Project Representation (check one):

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

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

Property Owner's Signature: Ian Bore **Date:** 10-17-2025

STATE OF: Texas

COUNTY OF: Williamson

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

SUBSCRIBED AND SWORN TO before ~~me~~ this the 17th day of October, 2025

NOTARY PUBLIC STATE OF TEXAS
Dixie Jo Forkl
Exp. 4/29/2028
ID No. 134875802

Dixie Jo Forkl
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Brad Dean Company: Dean Family Partnership, LLC
Address: 3900 American Dr. City: Plano State: TX
Zip Code: 75075 Number: _____ Email: braddean6@gmail.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☒ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

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

_____

_____

_____

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

Name of Certifying Person *(print)*: Austin Porter

Property Owner ☐ Project Representative X

Signature of Certifying Person: _____

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

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 10/20/25

CITY OF ABILENE TEXAS

HOWISON DAVID & DENISE
2836 OLD ANSON RD
ABILENE, TX 79603-1836

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-42 **November 7, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **December 2, 2025, at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The owner or the owner's agent is requesting to change the zoning of approximately 17.11 acres from Agricultural Open (AO) and Medium Density (MD) to Multi Family (MF). Located at 2242 Oakland Drive. Legal description being Venugopala Addn., Block A, Lot 202, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone 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 a final reading with a public hearing on **January 8, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-42

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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.

NOV 26 PM 3:07

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

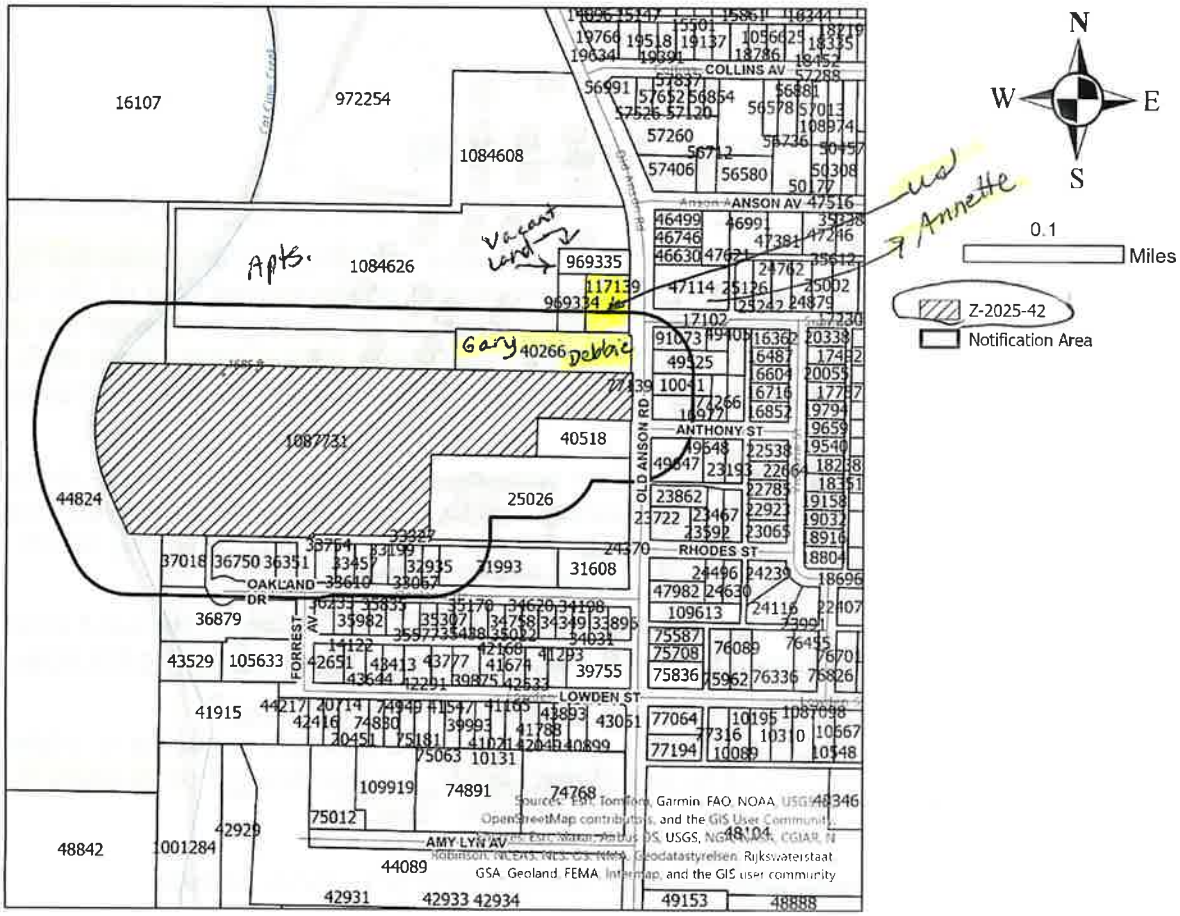
Requestor's Property Zoning:	AO & MD	Your Name:	HOWISON DAVID &	I am in favor ☐
Requestor's Proposed Zoning:	MF	Your Address:	2836 OLD ANSON RD	
Requestor's Parcel ID:	1087731	Your Parcel ID:	117139	I am opposed ☒

Signature: David R Howison + Denise Howison

Over please

CITY OF ABILENE TEXAS

Z-2025-42



If opposed, please provide comments:

We have lived here for 9 years.

Dear City Staff and City Council,

We are opposed only because more apartments on our road will probably bring more traffic, more crime, and more trash to pick up in our yard (which is almost a daily occurence). There is already a lot of traffic noise, partly because frequently, people go too fast (way over the posted 40 mph sign). We realize this 17 acre parcel could be used for a lot of apartments. If done right, it could possibly improve the area, which has a lot of run down homes, traffic + crime already. So we have mixed feelings about this zoning change. Nice single family homes would be better! thanks, Dave + Denise Harrison

Outlook

Zoning Applicaiton A-2025-42

From Jessy Horton <southwestconstruction@hotmail.com>
Date Mon 11/17/2025 2:54 PM
To Planning Services <planning@abilenetx.gov>

I am strongly opposed to this plan.

1) The Utility right of way to the south of this property has been abandoned and is in need of great repair. Many over grown trees and water drainage issues plague this area for the length of the south side of the property in the notice.
2) A large fence should be built with the neighbors in mind if you are going to allow any type of commercial multi family residence here. 7 to 8 feet in height minimum.
3) Drainage and creek maintenance. No creek maintenance has been done in the area in 7 plus years. The erosion along this creek bed to the west has been ongoing and continues to encroach into the area adjacent to my properties at 2320 and 2330 Oakland.
4) Street Lighting needs to be addressed and adjacent neighbors need to be advised of height and potential areas of illumination coming into the backyards.
5) The infrastructure of the sewer and water in this area is limited and has had numerous issues over the years. The need to upgrade this at tax payer costs in not needed at this time.

Jessy Horton

SOUTHWEST CONSTRUCTION

Southwest, LLC
2442 N 1st Street
Abilene, Texas 79603
325-704-2541
Southwestconstruction@hotmail.com

REZONE REQUEST

Case: Z-2025-42

Agent: Dean Family Partnership, LLC

Owner: 3101 Stamford LLC

Request: Change the zoning of approximately 17.11 acres from Agricultural Open (AO) and Medium Density (MD) to Multi Family (MF).

Location: Located 2242 Oakland

Notification: 0 in Favor, 3 in Opposition

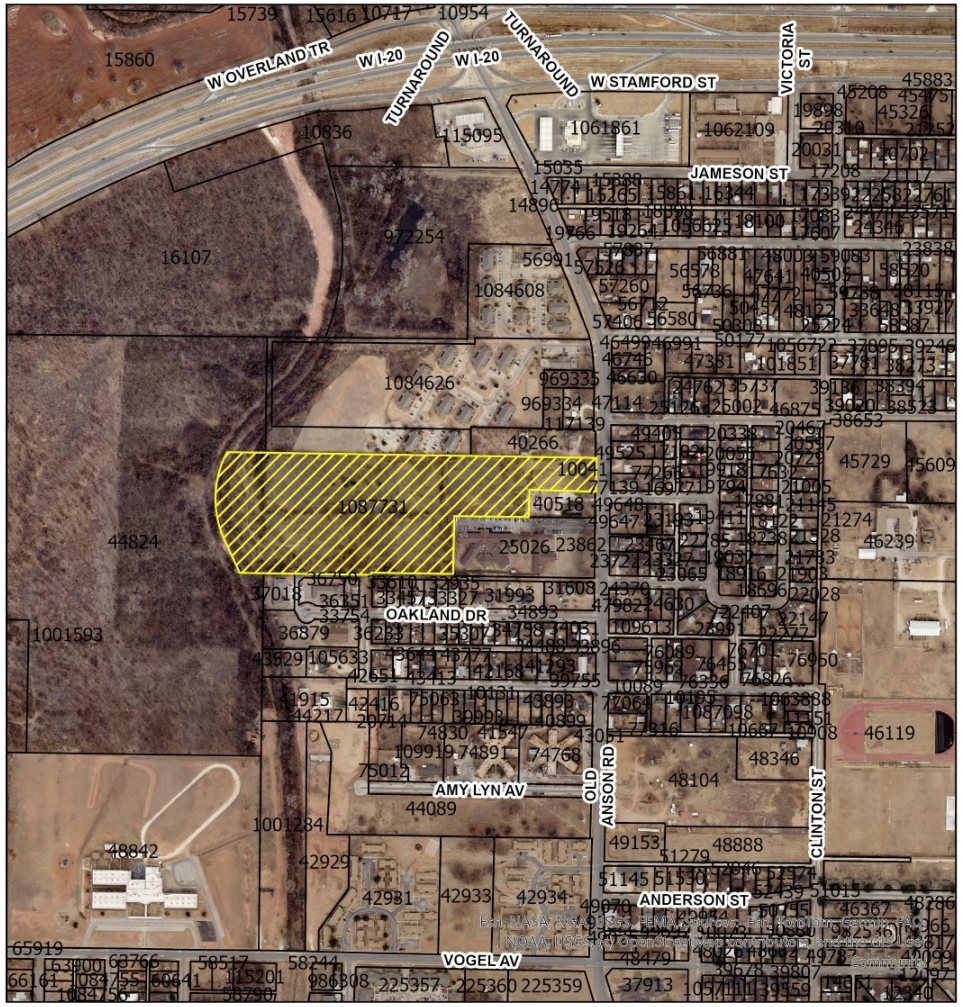
Planning & Zoning: December 2, 2025

Council Hearing: December 18, 2025

January 8, 2026

CITY OF ABILENE TEXAS

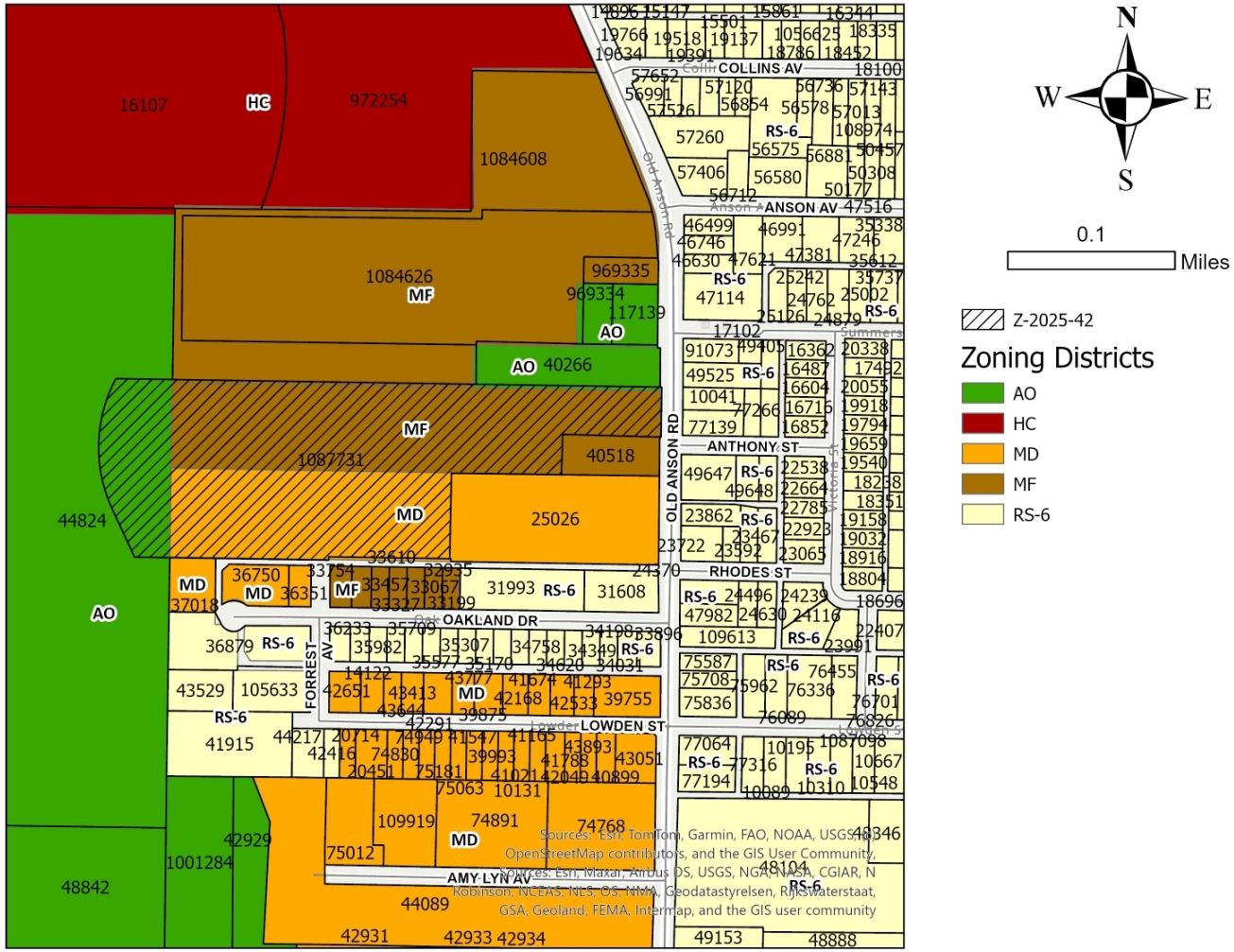
AERIAL LOCATION MAP



Z-2025-42

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING 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**

CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

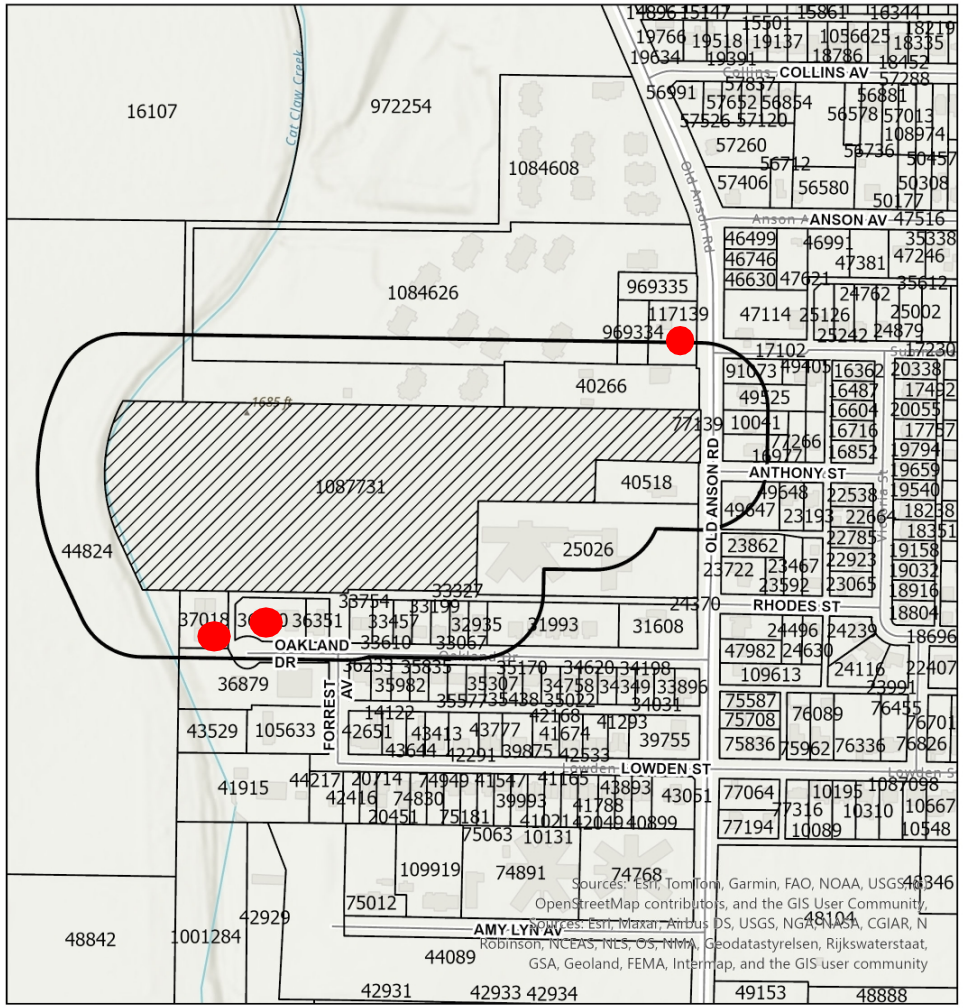
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

0.1
Miles

Z-2025-42
Notification Area

0 - in Favor -

3 - in Opposition –

6% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **20. Ordinance (First Reading) Z-2025-43: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.1 Acres From Heavy Industrial (HI) To Light Industrial (LI) Zoning. Located At 2258 South Treadaway Boulevard. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 5.1 acres from Heavy Industrial (HI) to Light Industrial (LI) located at 2258 S. Treadaway Boulevard.

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. Staff Report
3. Application
4. Presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, 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 18th day of December, 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 14th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

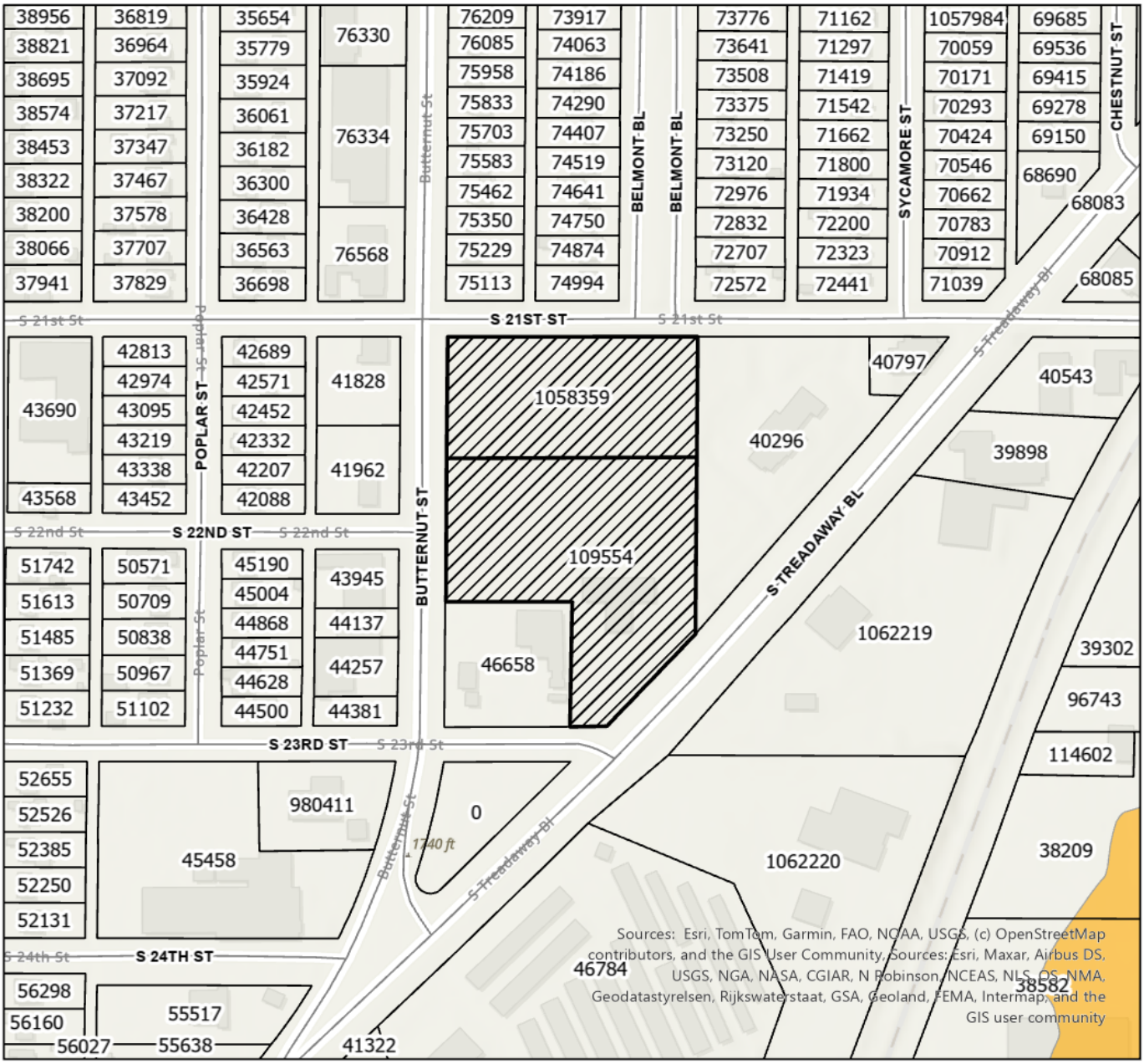
_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 5.1 acres from Heavy Industrial (HI) to Light Industrial (LI).
Legal description as follows: Lot 1, Block A, Chittum Subdivision, Abilene, Taylor County, Texas.

Located at 2258 S Treadaway Boulevard



END

ZONING CASE
Z-2025-43
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Owner: Hit Ventures, LLC

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 5.1 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location
Located at 2258 S Treadaway Blvd. Legal description being Lot 1, Block A, Chittum Subdivision, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1951. The owner intends to keep the current business and use a portion of the property for automotive sales.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC&RS-8	Residences
East	HI	Vacant/Automotive
South	HC	Self-storage
West	HI	Equipment Sales/Rental

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.

Planning and Zoning Commission Recommendation
The Planning and Zoning Commission 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 November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
BLU PROPERTIES & INVESTMENT LLC	76568	2074 BUTTERNUT ST	
BLU PROPERTIES & INVESTMENT LLC	76568	2082 BUTTERNUT ST	
CHEEK GARY LEE	72572	2073 BELMONT BL	
CHEEK GARY LEE	72707	2065 BELMONT BL	
CHRISTIANSON DAVID PAUL	72832	2057 BELMONT BL	
DUMIS SHANNON KYLE	74994	2074 BELMONT BL	
FIRST STATE BANK	40296	2118 S TREADAWAY BL	
GLR LEASING INC	74750	2058 BELMONT BL	
HALL PAUL A & DEVEN M	43945	2202 BUTTERNUT ST	
HIT VENTURES LLC	109554	2258 S TREADAWAY BL	
HIT VENTURES LLC	1058359		
MOORE ABILENE HOLDINGS LP	44381	2250 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44257	2232 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44137	2222 BUTTERNUT ST	
ODIS ZONE E	74874	2066 BELMONT BL	
PHOENIX COLLISION INC.	41962	2150 BUTTERNUT ST	
PINNACLE PARTNERS ABILENE LLC	1062220	956 S 25TH ST	
PINNACLE PARTNERS ABILENE LLC	1062219	2271 S TREADAWAY BL	
PINNACLE PARTNERS ABILENE LLC	1062219	2249 S TREADAWAY BL	
PINNACLE PARTNERS ABILENE LLC	1062219	2257 S TREADAWAY BL	
SITZES APB LP	46658	1222 S 23RD ST	
SITZES STEVEN O	46784	2433 S TREADAWAY BL	
SITZES STEVEN O	46784	2449 S TREADAWAY BL	
TAUSTEP INVESTMENTS LLC	41828	2102 BUTTERNUT ST	
TEXAS MIDWEST HOLDINGS LLC	75229	2065 BUTTERNUT ST	
TEXAS MIDWEST HOLDINGS LLC	75350	2057 BUTTERNUT ST	
WILLIAMS GLENDA G THORNTON	72441	2074 SYCAMORE ST	
YASHANAWONG THOM &	75113	2073 BUTTERNUT ST	

PROPERTY ID Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
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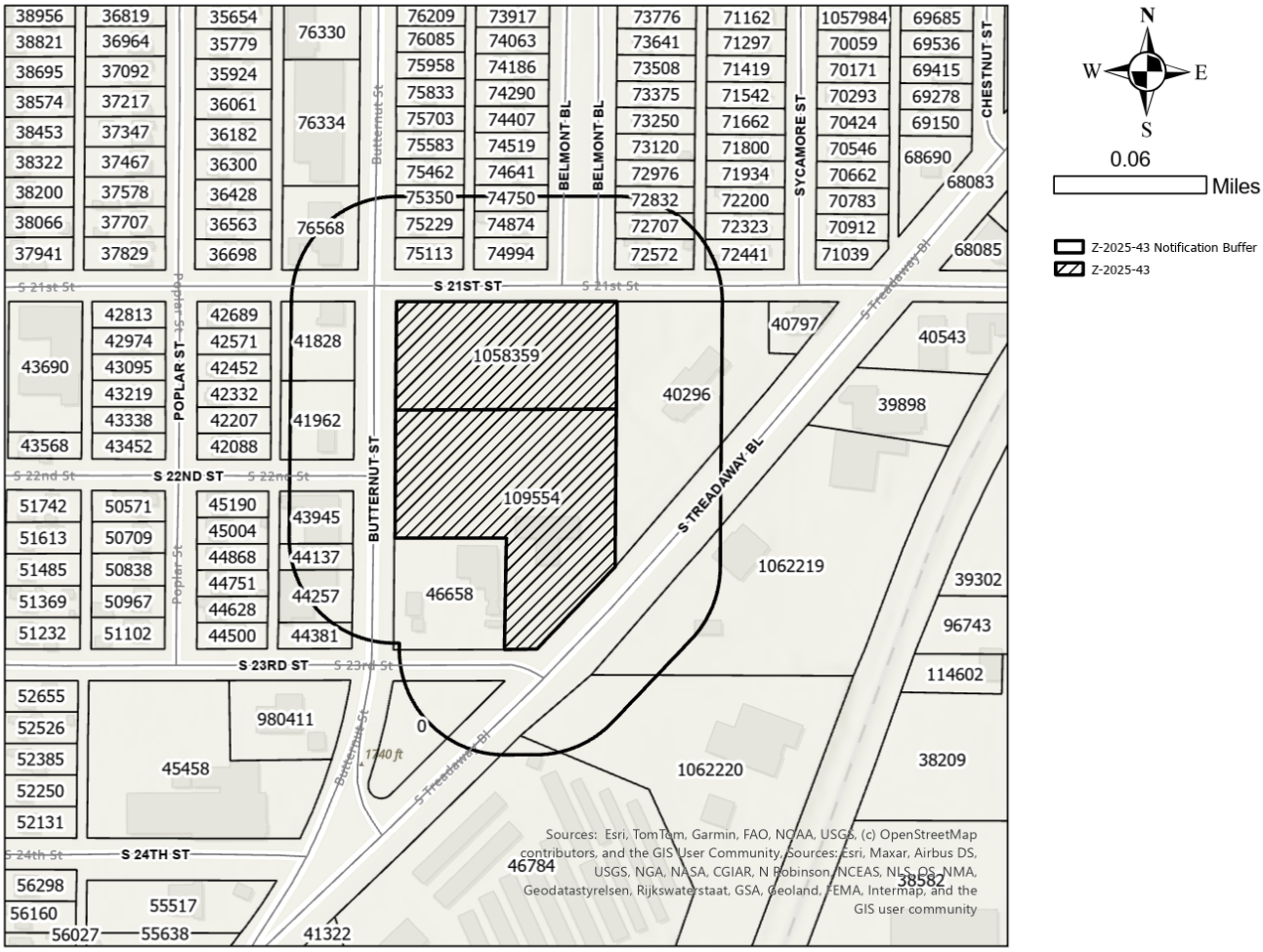
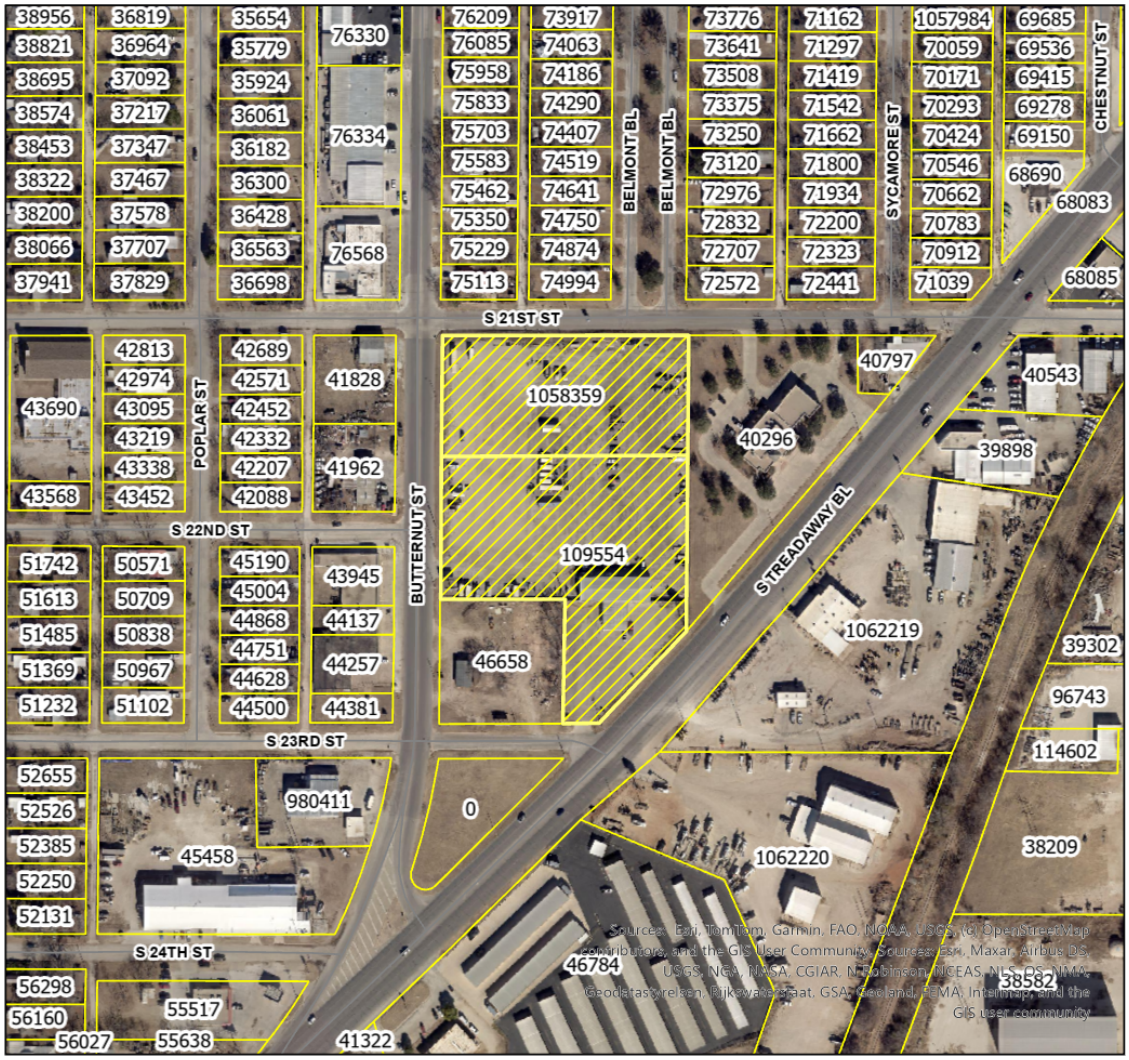
PINNACLE PARTNERS ABILENE LLC	1062220	956 S 25TH ST	

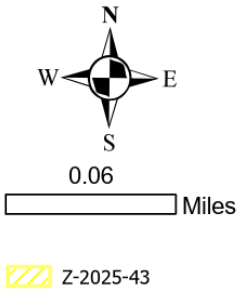
NOTIFICATION MAP



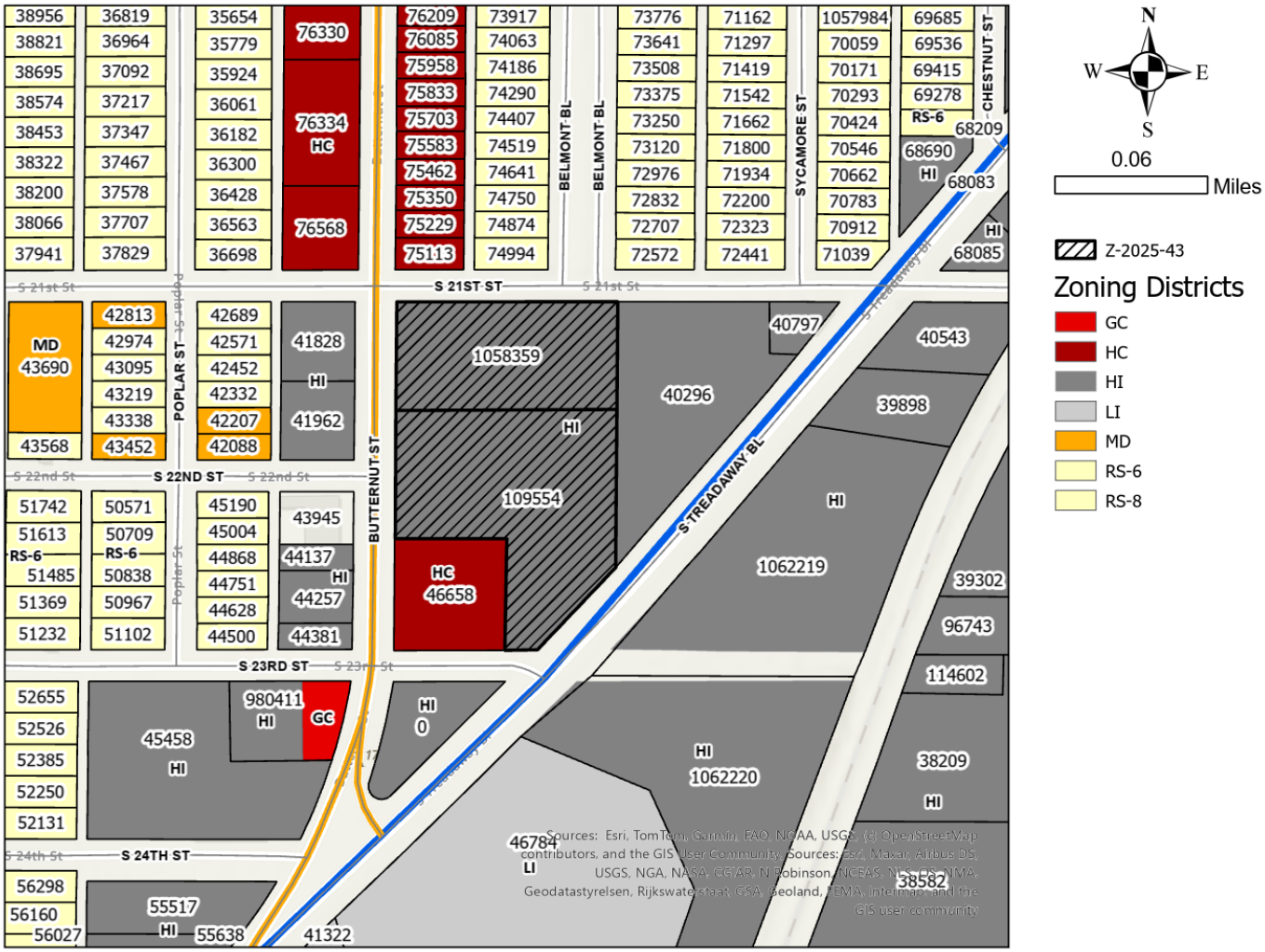
Case # Z-2025-43
November 12, 2025

LOCATION MAP





ZONING MAP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Z-2025-43
Zoning Districts
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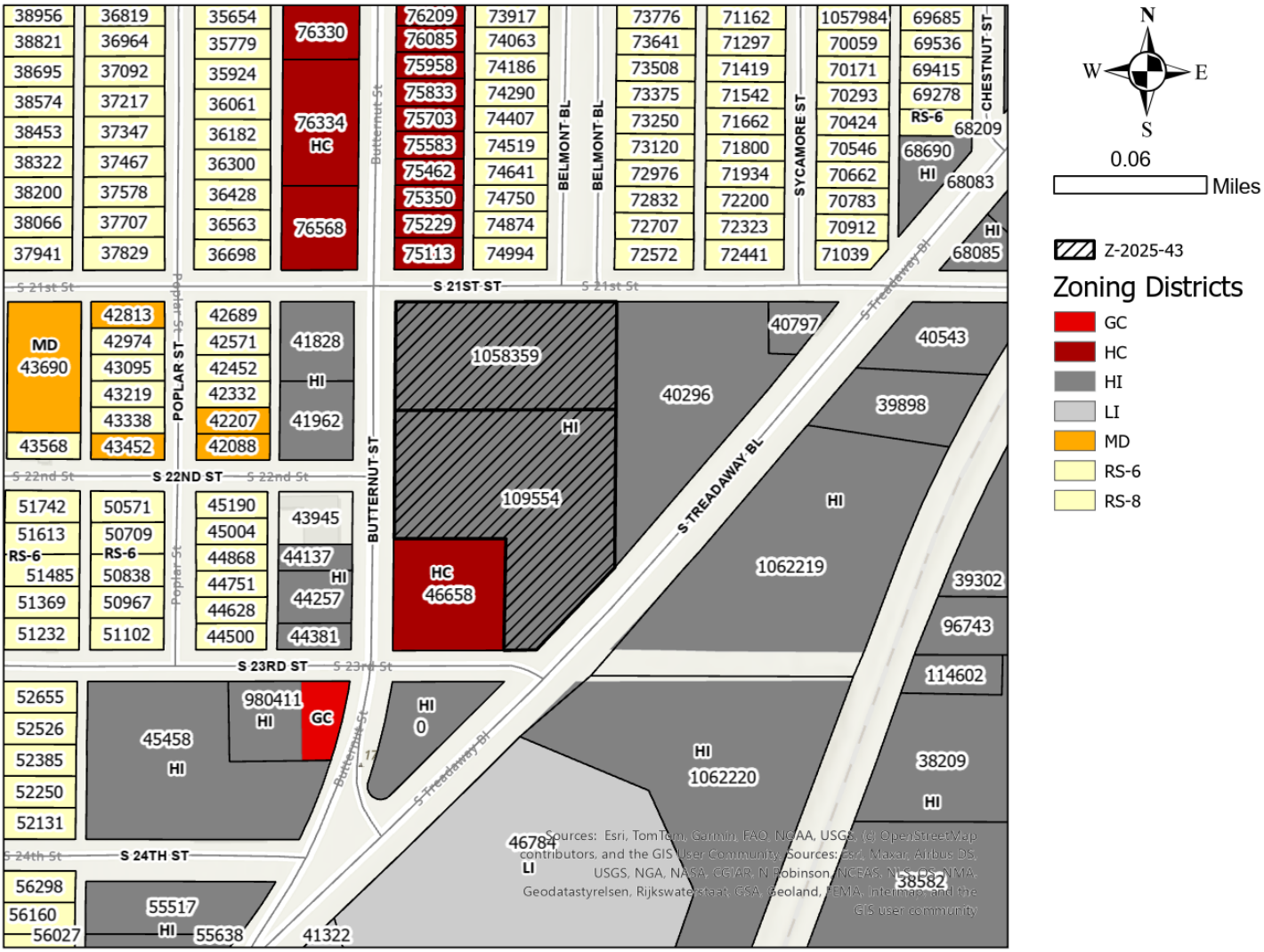
POPLAR ST
BUTTERNUT ST
BELMONT BL
SYCAMORE ST
CHESTNUT ST
S TREADAWAY BL
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

FLOOD MAP



Case # Z-2025-43
November 12, 2025

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:

Address: 2258 South treadaway Blvd Number of Lots: 1 Acreage: 5.1

Legal Description: CHITTUM SUB, Block A, LOT 1, Acres 3.097

Subdivision Name: CHITTUM SUB Block: A Lot: 1

Current Zoning: HI Proposed Zoning (if applicable): LI

OWNER AND AUTHORIZATION

Owner Name: Hit Ventures LLC

Address: P.O. Box 6006

City, State, Zip: Abilene, TX, 79608 Fax:

Phone: 325-829-5160 Email: harleyburnett@gmail.com

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

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

Signature of Owner: Harley Burnett Date: 10-14-25

FOR OFFICE USE ONLY

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

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

Wanting to rent the space on treadway and building for a used car dealership.

Fees

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

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

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

Yes, The property's location and access make it suitable for retail and automotive-related business use.

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, The proposed zoning district allows for an automotive sales lot. The surrounding areas includes other commercial and business uses, making it appropriate and consistent with nearby properties.

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. All necessary public utilities and street access are already available to the properties. No infrastructure improvements are required for this use.

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

No. The proposed car lot will not negatively affect public health or safety.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: 5.1

Zoning Classification(s): HI Total Number of Lots: 1

Location: 2258 South treadaway Blvd., Abilene TX 79602

Property Owner Information & Authorization

Name/Company: Harley Burnett / Hit Ventures LLC

Address: P.O. Box 6006

City: Abilene State: TX Zip Code: 79602

Phone: 325-829-5160 Email: HarleyBurnett@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: Harley Burnett **Date:** 10-14-25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Harley Burnett (*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 14th day of October, 2025

CYNTHIA ALLISON
ID #132129873
My Commission Expires
November 06, 2027

Cynthia Allison
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: _____ Company: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Number: _____ Email: _____

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☒ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

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

_____

_____

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

Name of Certifying Person *(print)*: Harley Burnett

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: Harley Burnett

*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: Harley Bunett

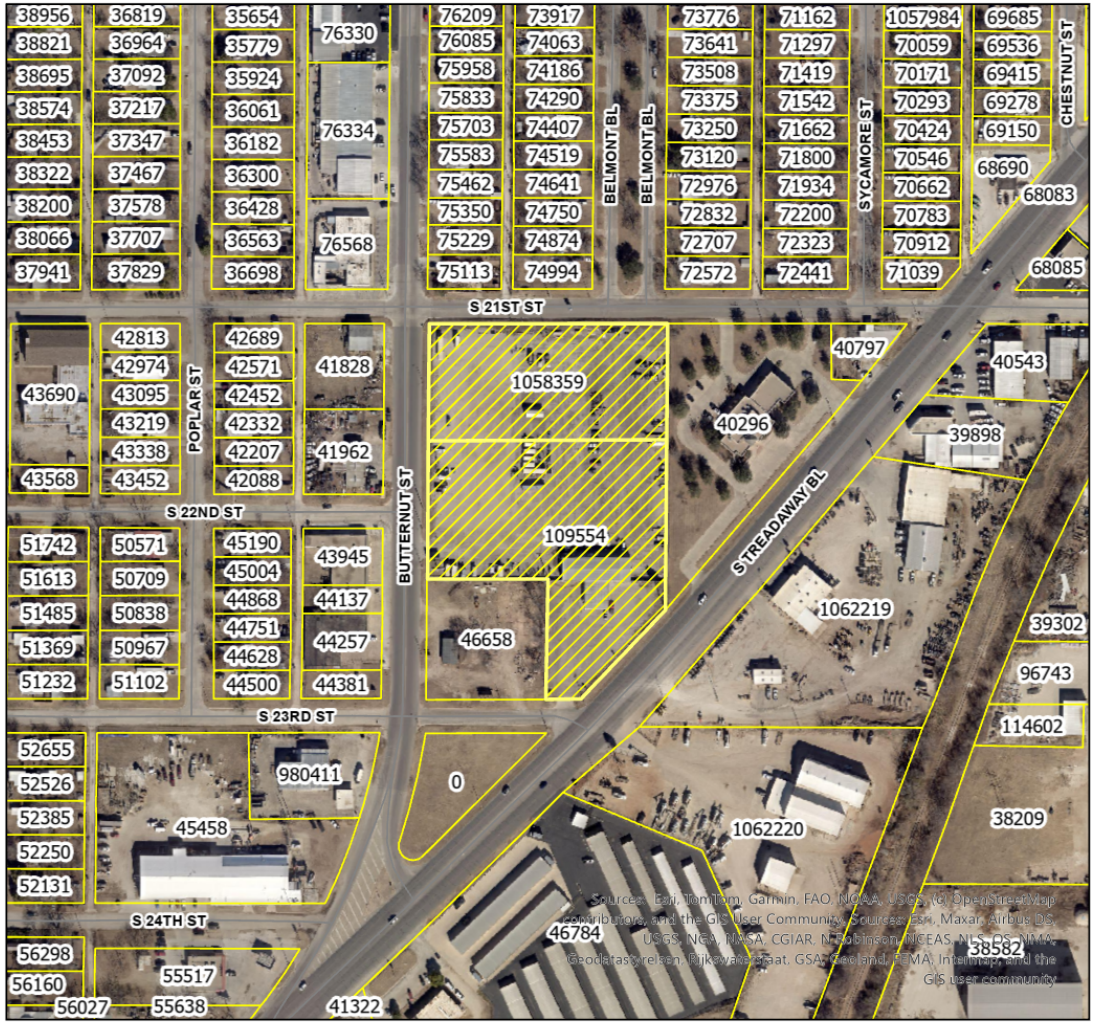
DATE: 10-14-25

REZONE REQUEST

Case:	Z-2025-43
Owner:	Hit Ventures, LLC
Request:	Change the zoning of approximately 5.1 acres from Heavy Industrial (HI) to Light Industrial (LI).
Location:	2258 S Treadaway Blvd
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



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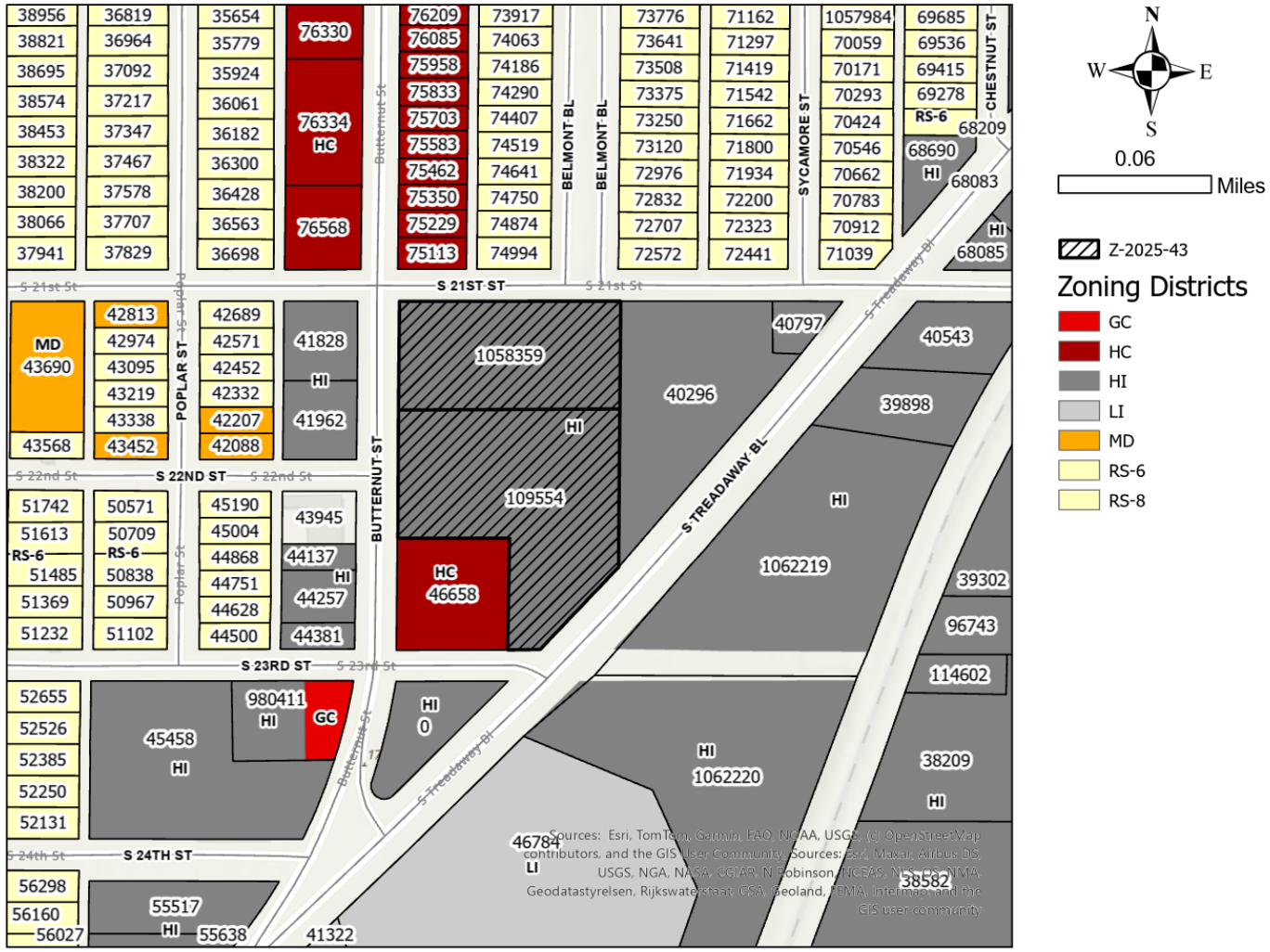
Z-2025-43

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

Subject Property

South Neighboring Property

North Neighboring Property

East Neighboring Properties

West Neighboring Property

CITY OF ABILENE TEXAS

USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recycling Collection Point
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Post Office
P	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private

SERVICE:

P	Contractor Services
P	Recycling Collection and Processing Center
P	Scales (public)
P	Wrecker/Towing

TRADE – RETAIL USES:

P	Head Shop
C	Scrap and Waste Material

TRADE – WHOLESALE USES:

C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Manufacturing (heavy)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
C	Sanitary Landfill

SERVICE:

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

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

TRADE – RETAIL USES:

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

TRADE – WHOLESALE USES:

P	Liquor, Wholesale/Distribution
C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

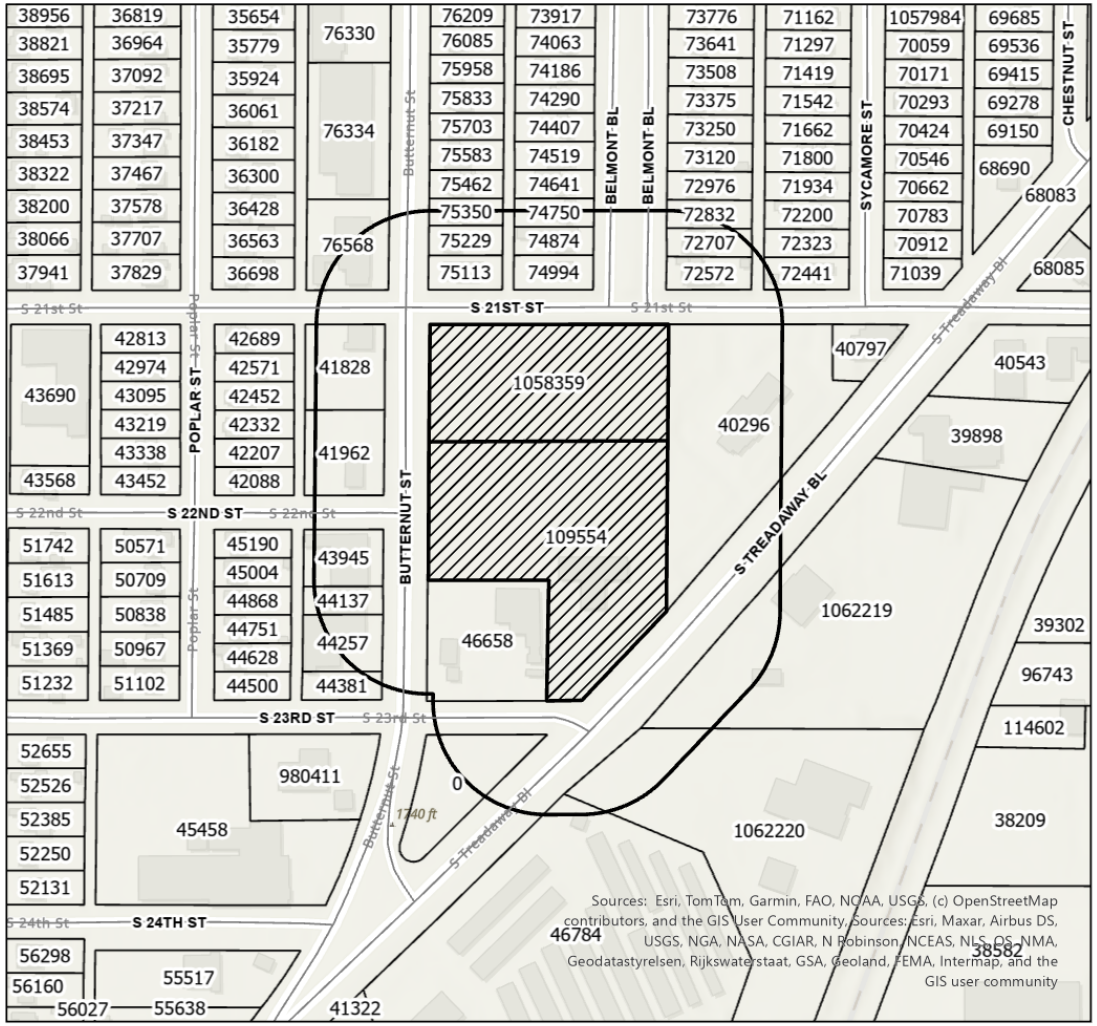
C	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



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

N
W E
S

0.06 Miles

Z-2025-43 Notification Buffer
Z-2025-43

0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **21. Ordinance (First Reading) Z-2025-44: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, to Change the Zoning of Approximately 109.8 Acres from Light Industrial (LI) to General Commercial (GC). Located at 1202 Elmdale Road.** ***(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 109.8 acres from Light Industrial (LI) to General Commercial (GC) located at 1202 Elmdale Road.

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. Staff Report
3. Metes & Bounds
4. Elmdale SF Community (No Signatures)
5. 1257 Elmdale Rd - Opposed
6. 1233 Elmdale Rd - Opposed
7. 1181 Elmdale Rd - Opposed
8. 1125 Elmdale Rd - Opposed
9. Presentation (2)

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 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 18th day of December, 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 14th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 109.8 acres from Light Industrial (LI) to General Commercial (GC).

Legal description as follows:

BEING a 109.8 acre tract out of the southeast quarter of Section 44, Blind Asylum Lands, Taylor County, Texas, same being recorded as a 109.61 acre tract in Volume 2113, Page 472 and Volume 2113, Page 476, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

Basis of Bearing is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a point for the northwest corner of this tract, where a found 3/8 inch iron rod at the northeast corner of Lot 1, Block B, Continuation No. 1, H&W Tool Addition, recorded in Cabinet 1, Slide 115, Plat Records, Taylor County, Texas bears 629.5' N 00°36'44" E;

THENCE South 89 degrees 29 minutes 55 seconds East, at 2595.4' passing a 7 1/2 inch wood fence corner post, continuing a total distance of 2638.89 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 34 minutes 53 seconds West a distance of 2228.24 feet to a point for the southeast corner of this tract, same being fifty (50') feet from the center of the Texas & Pacific Railway Company right of way;

THENCE North 72 degrees 29 minutes 44 seconds West a distance of 1375.76 feet to a point for a southern corner of this tract;

THENCE North 17 degrees 32 minutes 44 seconds East a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;

THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.67 feet to a point for a southern corner of this tract;

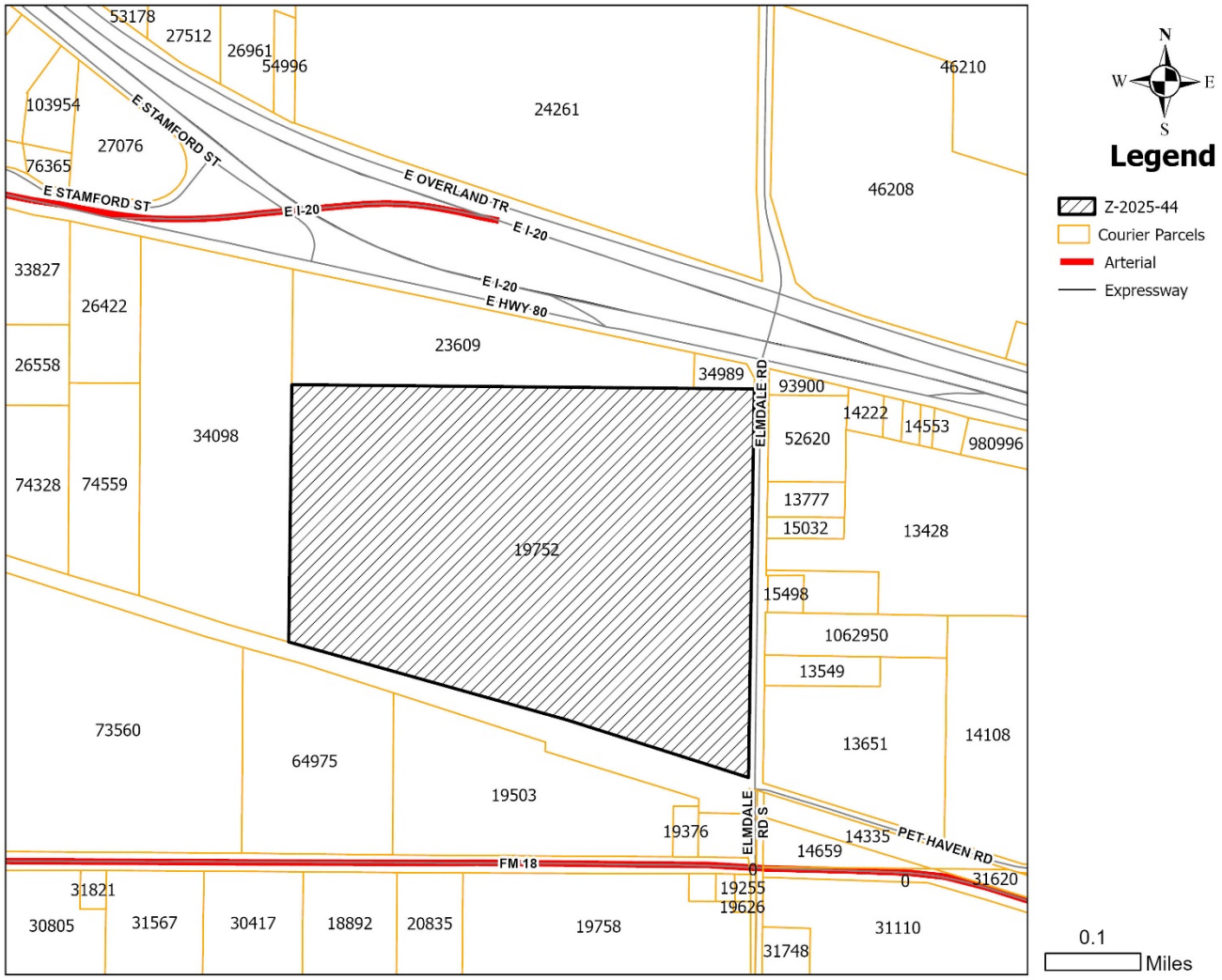
THENCE South 17 degrees 32 minutes 44 seconds West a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;

THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.70 feet to a point for the southwest corner of this tract, same being the southeast corner of said Lot 1, Block B;

THENCE North 00 degrees 36 minutes 44 seconds East, along the east boundary line of said Lot 1, Block B, a distance of 1421.40 feet to the Point of Beginning containing an area of 109.8 acres. Surveyed in October 2025.

ORDINANCE NO. _____

Located at 1202 Elmdale Rd



-END-

ZONING CASE
Z-2025-44
STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Owner: Walter Henderson Blackburn, III
Agent: Corder Norris - eHT

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 109.8 acres from Light Industrial (LI) to General Commercial (GC).

Location
Located at 1202 Elmdale Road. Legal description being approximately 109.8 acres out of the Southeast Quarter of Section 44, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The applicant is seeking to rezone the property to be able to obtain a Conditional Use Permit that would allow an RV park. The Conditional Use Permit is to immediately follow this request (CUP-2025-18).

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	LI	Residential
East	LI	Venue and Residential
South	HI	Bridgestone Bandag
West	LI	Manufacturing (Rentech)

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

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

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

The proposed zoning would be appropriate with the surrounding area.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property will be subject to platting and official site plan review. All required utilities will be addressed during these review processes.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning & Zoning Commision Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Application
- Metes & Bounds Description
- Opposition Letters

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 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
AEP TEXAS INC	1090773	1211 ELMDALE RD	
BANDAG INC	64975	4750 FM 18	
BLACKBURN RUTH BROOKS	34989	5197 E HWY 80	
BLACKBURN RUTH BROOKS	34989	5191 E HWY 80	
BLACKBURN RUTH BROOKS	19752	1202 ELMDALE RD	
BLACKBURN W H	23609		
BRIDGESTONE BANDAG LLC	19503	4962 FM 18	
C S ADVENTURES REAL EST	34098	5025 C E HWY 80	
C S ADVENTURES REAL EST	34098	5025 B E HWY 80	
C S ADVENTURES REAL EST	34098	5025 A E HWY 80	
C S ADVENTURES REAL EST	34098	5025 E HWY 80	
~~CITY OF ABILENE~~	~~15032~~	~~1181Y ELMDALE RD~~	
~~CITY OF ABILENE~~	~~15032~~	~~1300 ELMDALE RD~~	
HARKINS WARREN	1062950	1233 ELMDALE RD	O
MOORE CUTTER & ALISHA	13777	1149 ELMDALE RD	
OWENS TONY & BARBARA	13549	1257 ELMDALE RD	O
OWENS TONY & BARBARA	13651		O
PRICE JAN MARIE	52620	1125 ELMDALE RD	O
PRICE JAN MARIE	93900	5257 E HWY 80	O
PRICE JAN MARIE	13428	1181 ELMDALE RD	O
T & P RY CO	14335		

WEST TEXAS UTILITIES CO	15498	1225 ELMDALE RD	

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	Response
PRICE JAN MARIE	13428	1181 ELMDALE RD	O
OWENS TONY & BARBARA	13549	1257 ELMDALE RD	O
OWENS TONY & BARBARA	13651		O
MOORE CUTTER & ALISHA	13777	1149 ELMDALE RD	
T & P RY CO	14335		
~~CITY OF ABILENE~~	~~15032~~	~~1181Y ELMDALE RD~~	
~~CITY OF ABILENE~~	~~15032~~	~~1300 ELMDALE RD~~	
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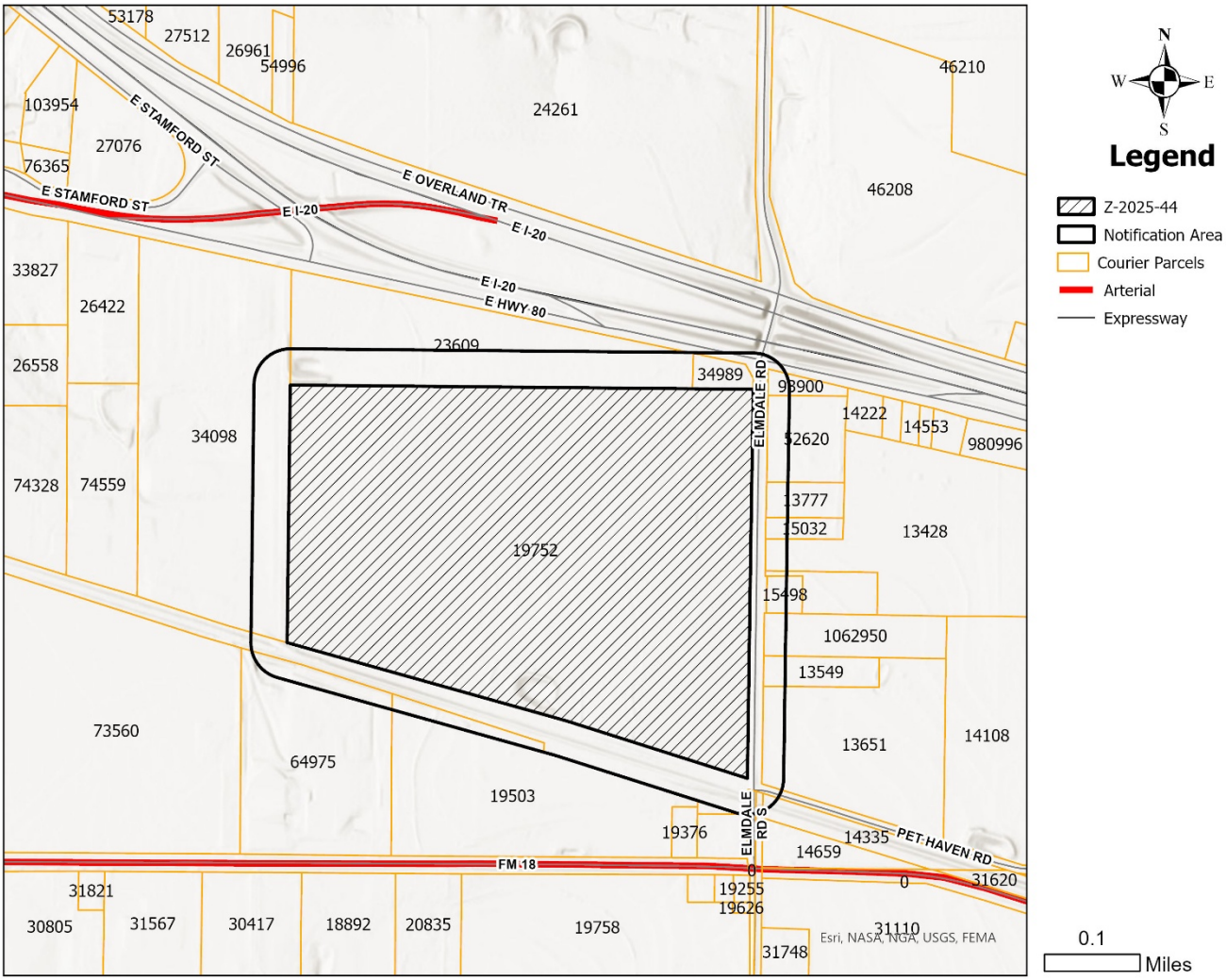
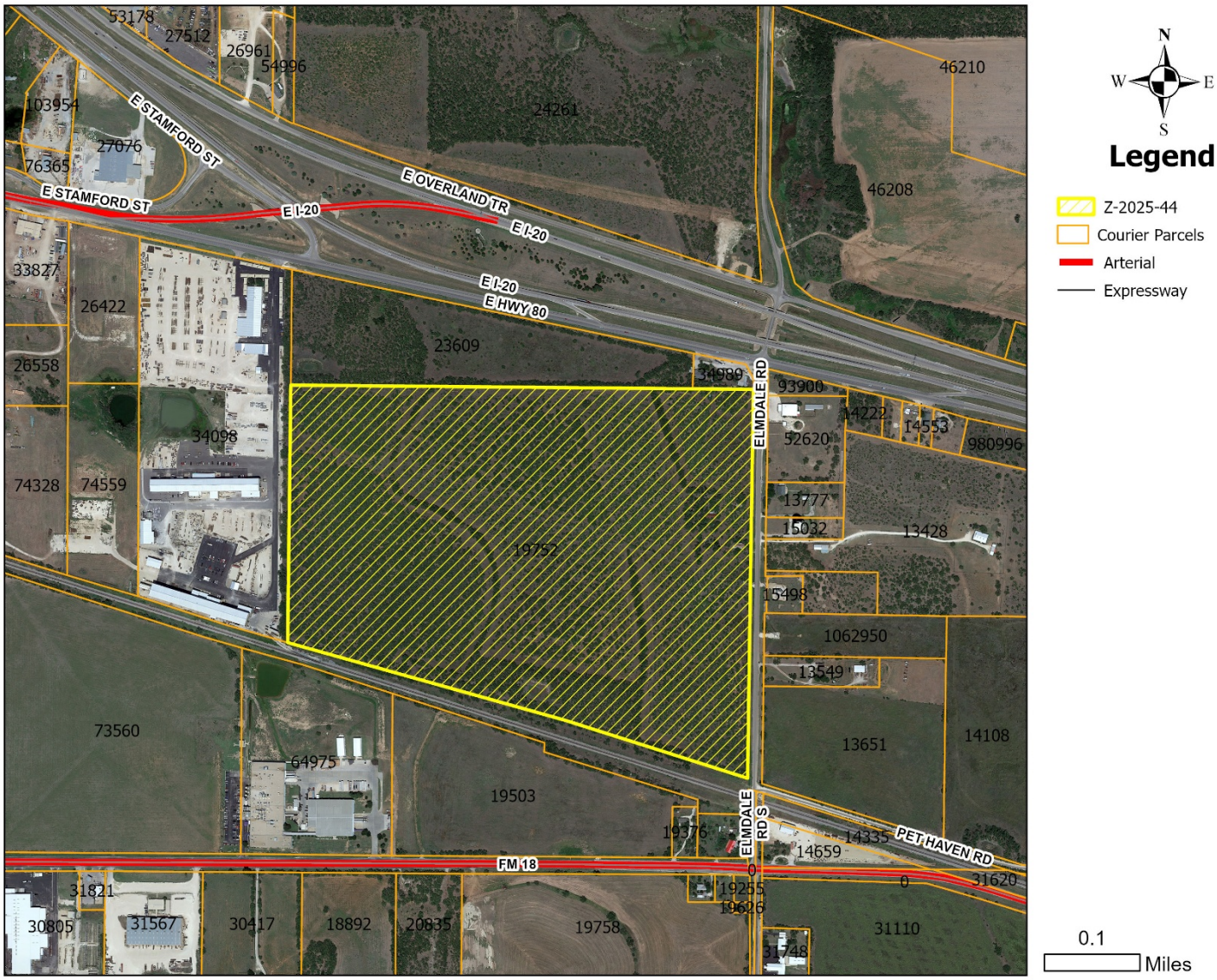
BLACKBURN RUTH BROOKS	34989	5191 E HWY 80	
PRICE JAN MARIE	52620	1125 ELMDALE RD	O
BANDAG INC	64975	4750 FM 18	
PRICE JAN MARIE	93900	5257 E HWY 80	O
HARKINS WARREN	1062950	1233 ELMDALE RD	O
AEP TEXAS INC	1090773	1211 ELMDALE RD	

NOTIFICATION MAP

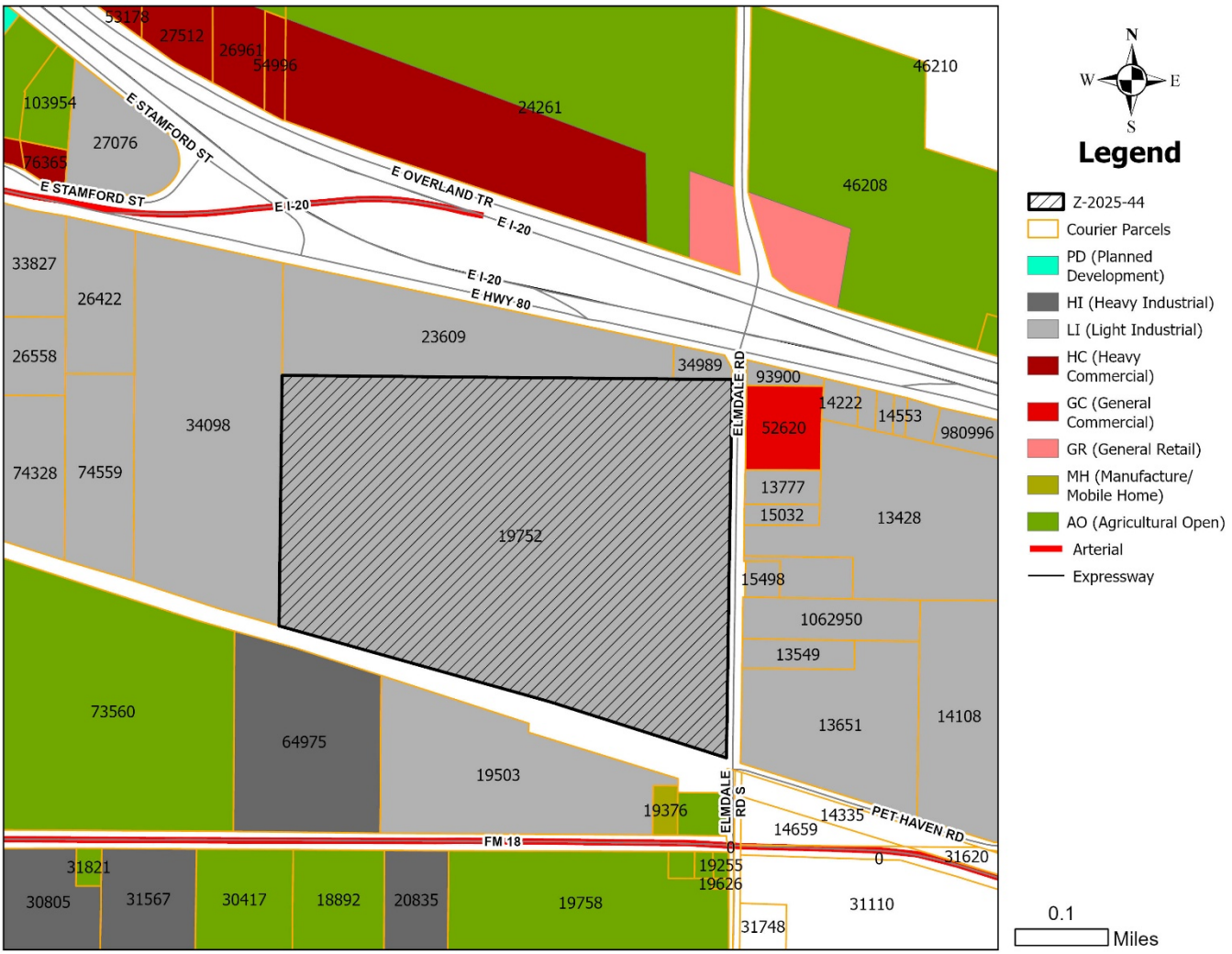


LOCATION MAP



Case # Z-2025-44
November 17, 2025

ZONING MAP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E HWY 80
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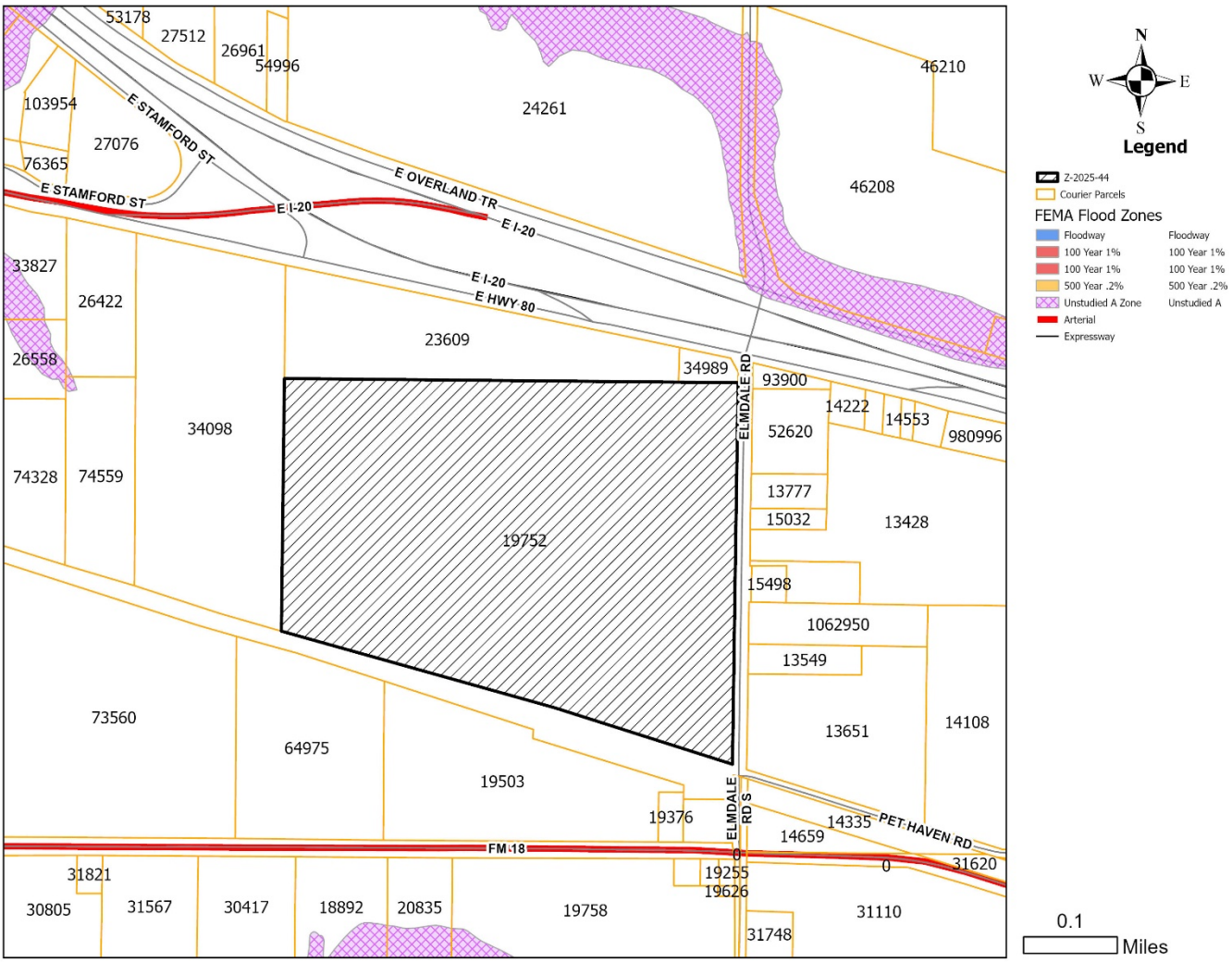
Legend
Z-2025-44
Courier Parcels
PD (Planned Development)
HI (Heavy Industrial)
LI (Light Industrial)
HC (Heavy Commercial)
GC (General Commercial)
GR (General Retail)
MH (Manufacture/ Mobile Home)
AO (Agricultural Open)
Arterial
Expressway
0.1
Miles

Flood Map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Z-2025-44
Courier Parcels
FEMA Flood Zones
Floodway
Floodway
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100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A
Arterial
Expressway
0.1
Miles

FIELD NOTES
FOR
A 109.8 ACRE TRACT
OUT OF THE SOUTHEAST QUARTER
OF SECTION 44, BLIND ASYLUM LANDS
TAYLOR COUNTY, TEXAS

BEING a 109.8 acre tract out of the southeast quarter of Section 44, Blind Asylum Lands, Taylor County, Texas, same being recorded as a 109.61 acre tract in Volume 2113, Page 472 and Volume 2113, Page 476, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

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THENCE North 00 degrees 36 minutes 44 seconds East, along the east boundary line of said Lot 1, Block B, a distance of 1421.40 feet to the Point of Beginning containing an area of 109.8 acres. Surveyed in October 2025.

Elmdale Single Family Community Against Perposal

1) Jan & Melvin Price
1181 + 1125 Elmdale Rd Abilene Tx 79601

2) Alisha + Cutter Moore
1149 Elmdale Rd Abilene Tx 79601

3) M/M Tony Owen
1057 Elmdale Rd Abilene Tx 79601

4) Kolby + Taylor Barnhill
5150 FM 18 Abilene Tx 79602

5) Erika Wreeland
144 Elmdale Road South Abilene Tx 79601

6) Matt and Miranda Heikes
498 Elmdale Road South Abilene Tx 79601

7) Karen Sanders
120 CR 511 Abilene Tx 79601 Pat Canadian Rd

8) Dustin + Dusti Ledbetter
110 CR 511 Abilene Tx 79601

9 Ramon + Veronica Campos
CR 510 Abilene Tx 79601

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	LI	Your Name:	OWENS TONY &	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1257 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	13549	I am opposed ☑

Signature: Tony Owens

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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Requestor's Proposed Zoning:	GC/CUP	Your Address:	1257 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	13549	I am opposed ☑

Signature: Tony Owens

Roads are not sufficient for traffic.

Numerous traffic accidents at the E Highway 80 and Elmdale intersection. Also, at the I-20 exit onto E Highway 80. It is hard to see traffic coming off I-20, especially if the grass is tall.

Traffic backs up at the railroad crossing coming from FM18 and Elmdale.

Elmdale Road needs repairs. People drive down the middle of the road to avoid rough road conditions.

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

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

Requestor's Property Zoning:	LI	Your Name:	HARKINS WARREN	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

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Requestor's Property Zoning:	LI	Your Name:	HARKINS WARREN	I am in favor ☐
Requestor's Proposed Zoning:	GC/CUP	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

Date: December 2, 2025

To: The City Council of Abilene

1. Property Value - This would devalue our residential properties.
2. Loss of neighborhood character. Residents feel a large-scale development will fundamentally alter the aesthetic, historic nature and community feel of this area. We moved here to have a rural place to live with peace and quiet.
3. It would be a disruption to our agriculture.
4. We have environmental concerns and this will have a negative impact on the local ecosystems, green spaces, air quality, and water systems.
5. We would like the number of tiny homes to 500 or less if approved.
6. We don't want this village to ever become section 8 housing. We would prefer single family homes or ag land.
7. Strain on Infrastructure. We have concerns about whether existing public services (sewers public transport, school, emergency services) can handle the added demand created by the new project.
8. Noise & pollution. The construction phase and the completed project may generate unacceptable levels of noise, dust and light pollution.
9. If it even gets approved, which we feel it shouldn't. We demand that there be berm barrier and 6-foot wooden fences & trash dumpsters not on Elmdale Rd.
10. The road would be unsafe with too much traffic and is unfit to accommodate this. A new large project will significantly increase local traffic leading to congestion, noise and safety concerns. There is abundance of western heritage, Fair & Coliseum traffic that drives down our road. This street is too short to accommodate that much traffic. The entrance should be off Business 20/Old 80 if approved.

Thank you,
Jan & Melvin Price and the Community neighbors of Elmdale
1181 & 1125 Elmdale Road

CITY OF ABILENE TEXAS

PRICE JAN MARIE
1181 ELMDALE RD
ABILENE, TX 79601-6705

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-44 **November 12, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **December 02, 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 owner or the owner's agent is requesting to change the zoning of approximately 109.8 acres from Light Industrial (LI) to General Commercial (GC). Located at 1202 Elmdale Rd. Legal description approximately 109.8 acres out of the southeast quarter of section 44, blind asylum lands, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone 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 a final reading with a public hearing on **January 08, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

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Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

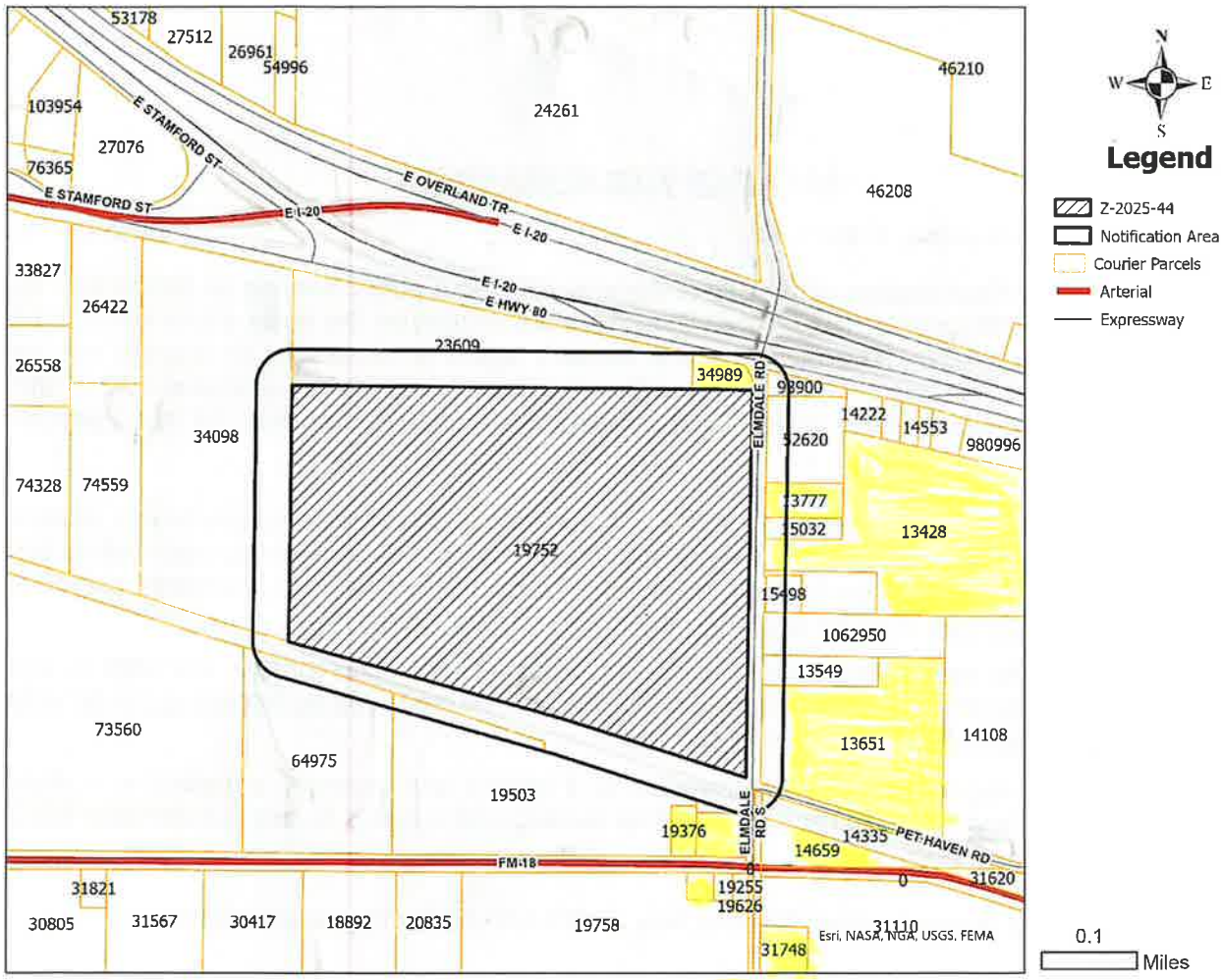
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	LI	Your Name:	PRICE JAN MARIE	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1125 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	52620	I am opposed ☑

Signature: Jan Price

CITY OF ABILENE TEXAS

Z-2025-44



If opposed, please provide comments:

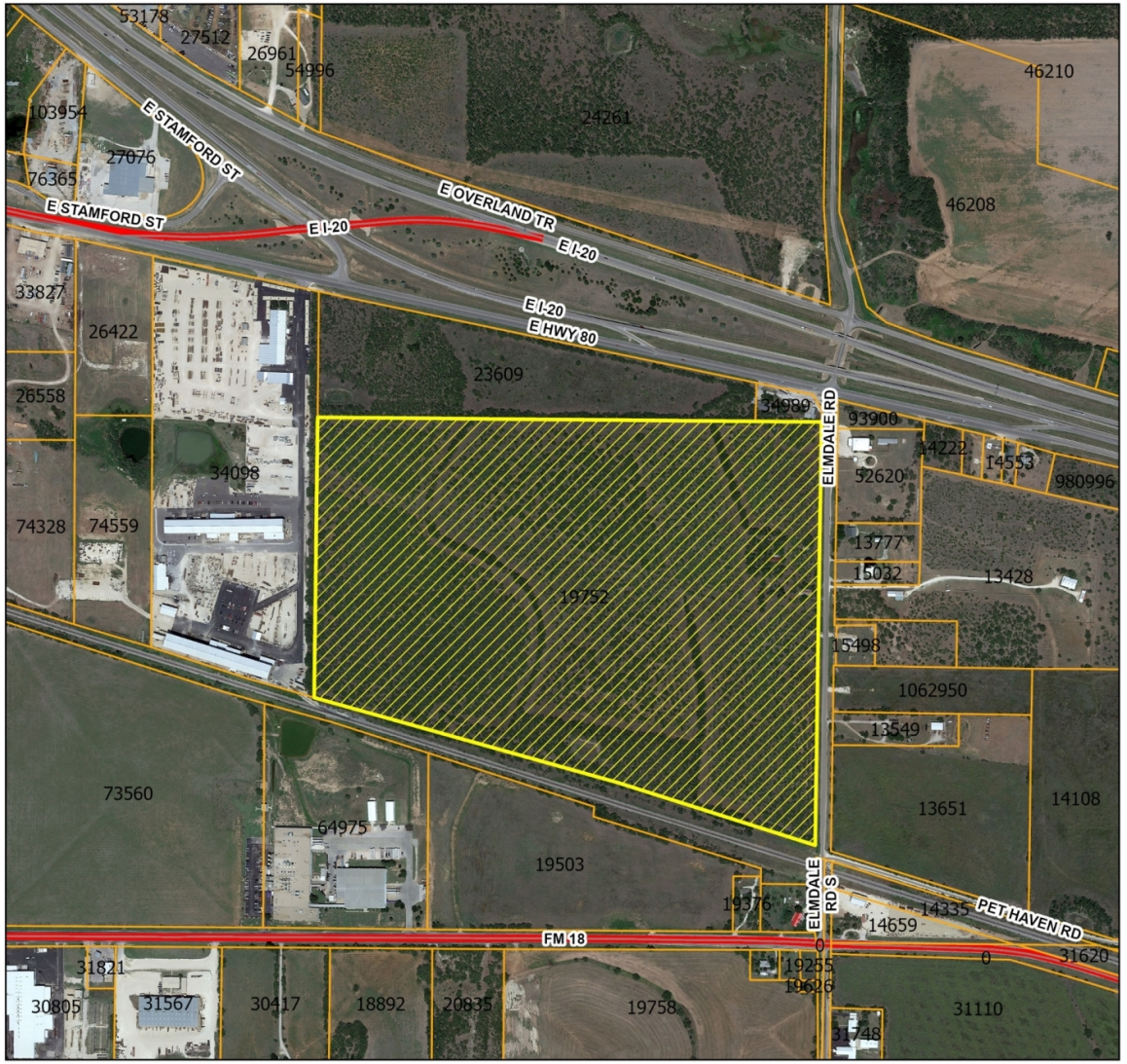
1) We pick up trash every week since this all has started
Pet Cemetary Road is a dump ground.
2) We do not want a failed project to become Section 8 housing
3) To much traffic between rail road tracks & I-20

REZONE REQUEST

Case:	Z-2025-44
Owner:	Walter Henderson Blackburn, III
Request:	Change the zoning of approximately 109.8 acres from Light Industrial (LI) to General Commercial (GC).
Location:	1202 Elmdale Road
Notification:	0 in Favor, 6 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

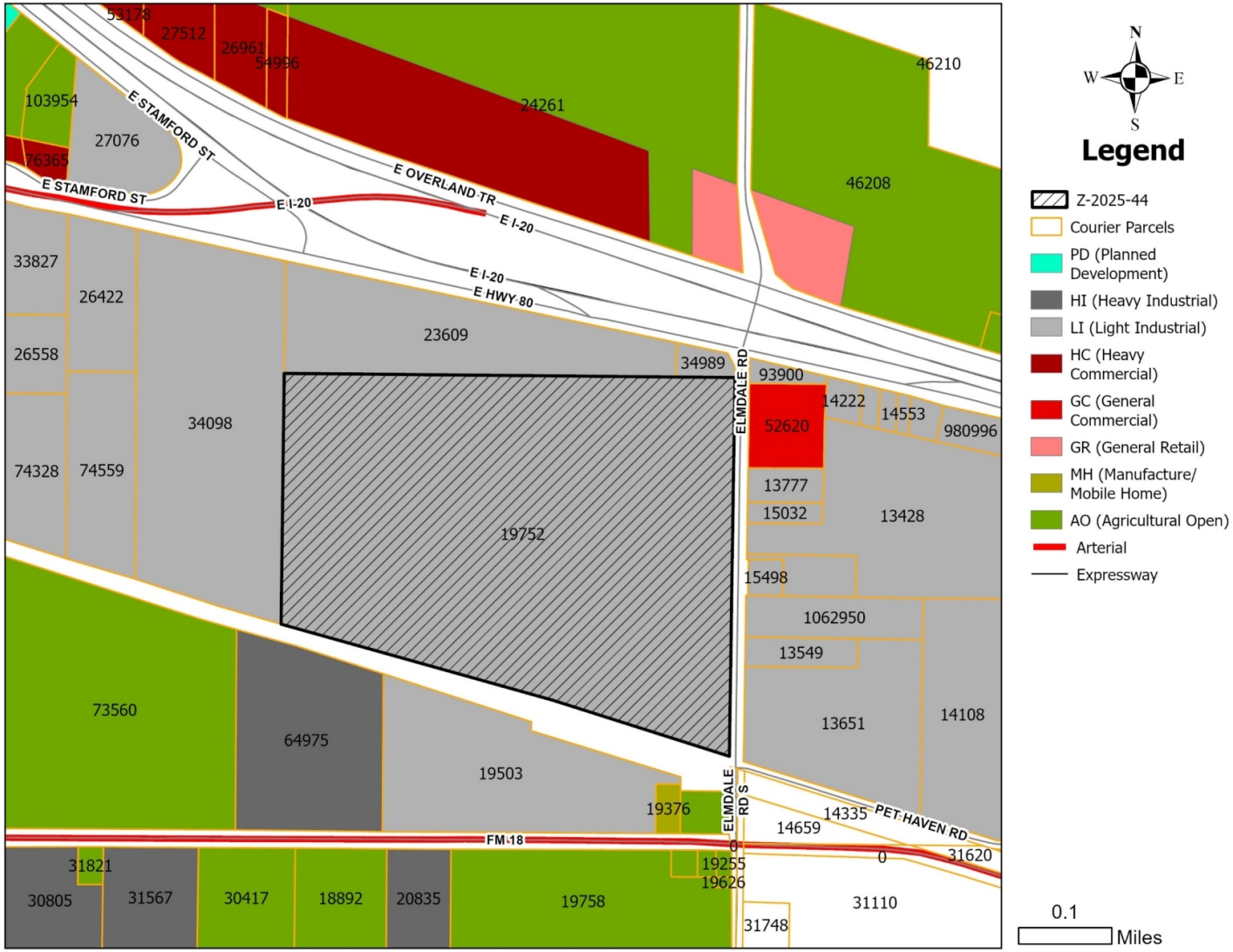
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
C	Sanitary Landfill

SERVICE:

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

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

TRADE – RETAIL USES:

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

TRADE – WHOLESALE USES:

P	Liquor, Wholesale/Distribution
C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

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:

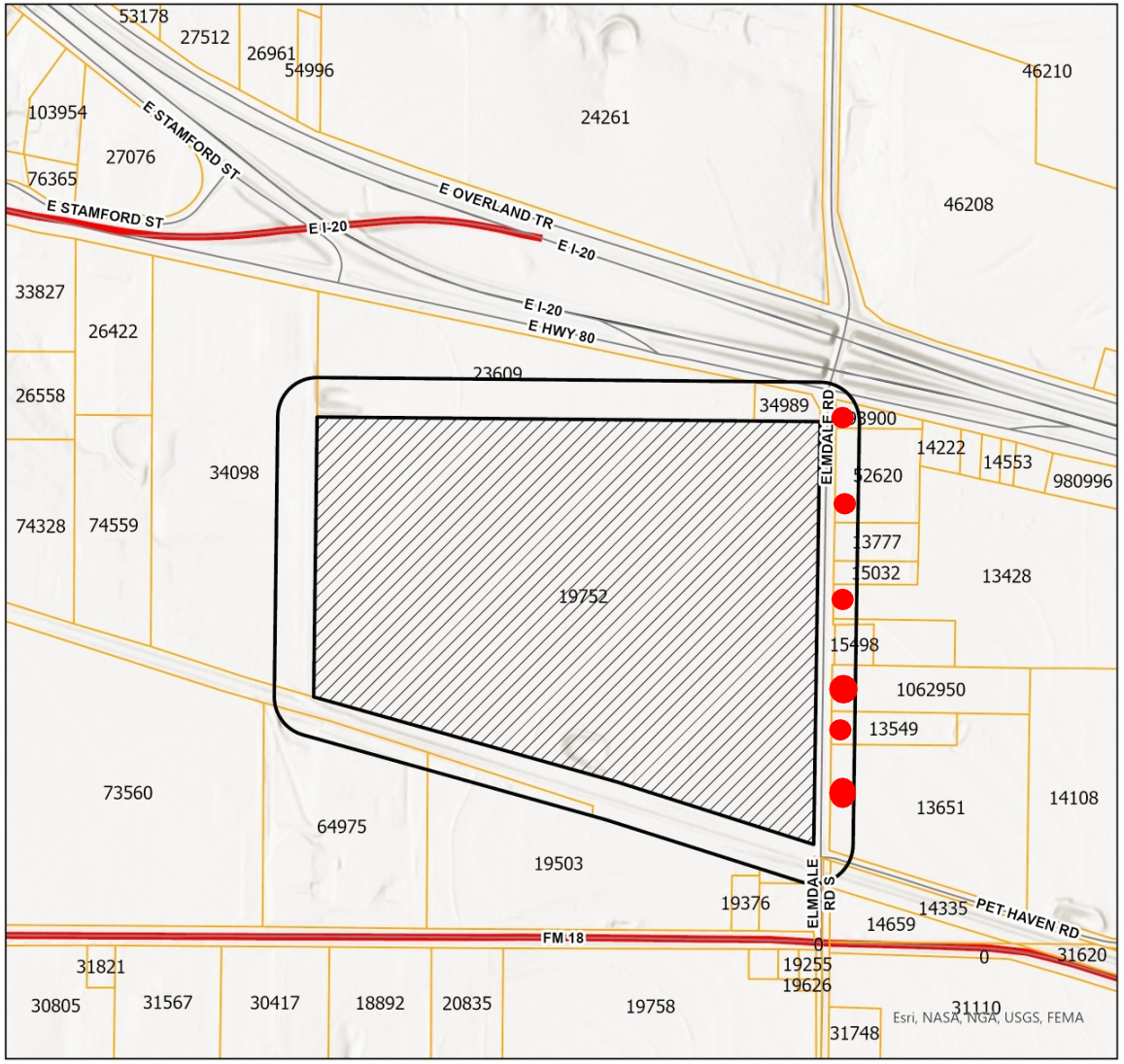
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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**

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Z-2025-44
- Notification Area
- Courier Parcels
- Arterial
- Expressway

0.1 Miles

0 - in Favor -

6 - in Opposition -

11.0% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommends: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **22. Ordinance (First Reading) CUP-2025-18: 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 an RV Park. Located At 1202 Elmdale Road. *(Tim Littlejohn)***

GENERAL INFORMATION

Apply a Conditional Use Permit to approximately 109.8 acres to allow for a Recreational Vehicle Park in General Commercial (GC) zoning located at 1202 Elmdale Road.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval of the Conditional Use Permit, subject to the plan of operation and concept plan by a vote of 7-0 in favor.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Metes & Bounds
4. Frontier Village Concept Plan
5. Elmdale SF Community (No Signatures)
6. Cottages Plan of Operation
7. Applicant Presentation
8. 1257 Elmdale Rd - Oppose
9. 1233 Elmdale Rd
10. 1181 Elmdale Rd - Opposed
11. 1125 Elmdale Rd - Opposed
12. 1233 Elmdale Rd
13. 1181 Elmdale Rd - Opposed
14. 1125 Elmdale Rd - Opposed
15. Presentation (1)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 12/16/2025

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, B and C, 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 18th day of December, 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 14th day of November, 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 10:00 a.m. on the 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 109.8 acres to allow for a Recreational Vehicle Park in General Commercial (GC) zoning.

Legal description as follows:

BEING a 109.8 acre tract out of the southeast quarter of Section 44, Blind Asylum Lands, Taylor County, Texas, same being recorded as a 109.61 acre tract in Volume 2113, Page 472 and Volume 2113, Page 476, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

Basis of Bearing is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a point for the northwest corner of this tract, where a found 3/8 inch iron rod at the northeast corner of Lot 1, Block B, Continuation No. 1, H&W Tool Addition, recorded in Cabinet 1, Slide 115, Plat Records, Taylor County, Texas bears 629.5' N 00°36'44" E;

THENCE South 89 degrees 29 minutes 55 seconds East, at 2595.4' passing a 7 1/2 inch wood fence corner post, continuing a total distance of 2638.89 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 34 minutes 53 seconds West a distance of 2228.24 feet to a point for the southeast corner of this tract, same being fifty (50') feet from the center of the Texas & Pacific Railway Company right of way;

THENCE North 72 degrees 29 minutes 44 seconds West a distance of 1375.76 feet to a point for a southern corner of this tract;

THENCE North 17 degrees 32 minutes 44 seconds East a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;

THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.67 feet to a point for a southern corner of this tract;

THENCE South 17 degrees 32 minutes 44 seconds West a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;

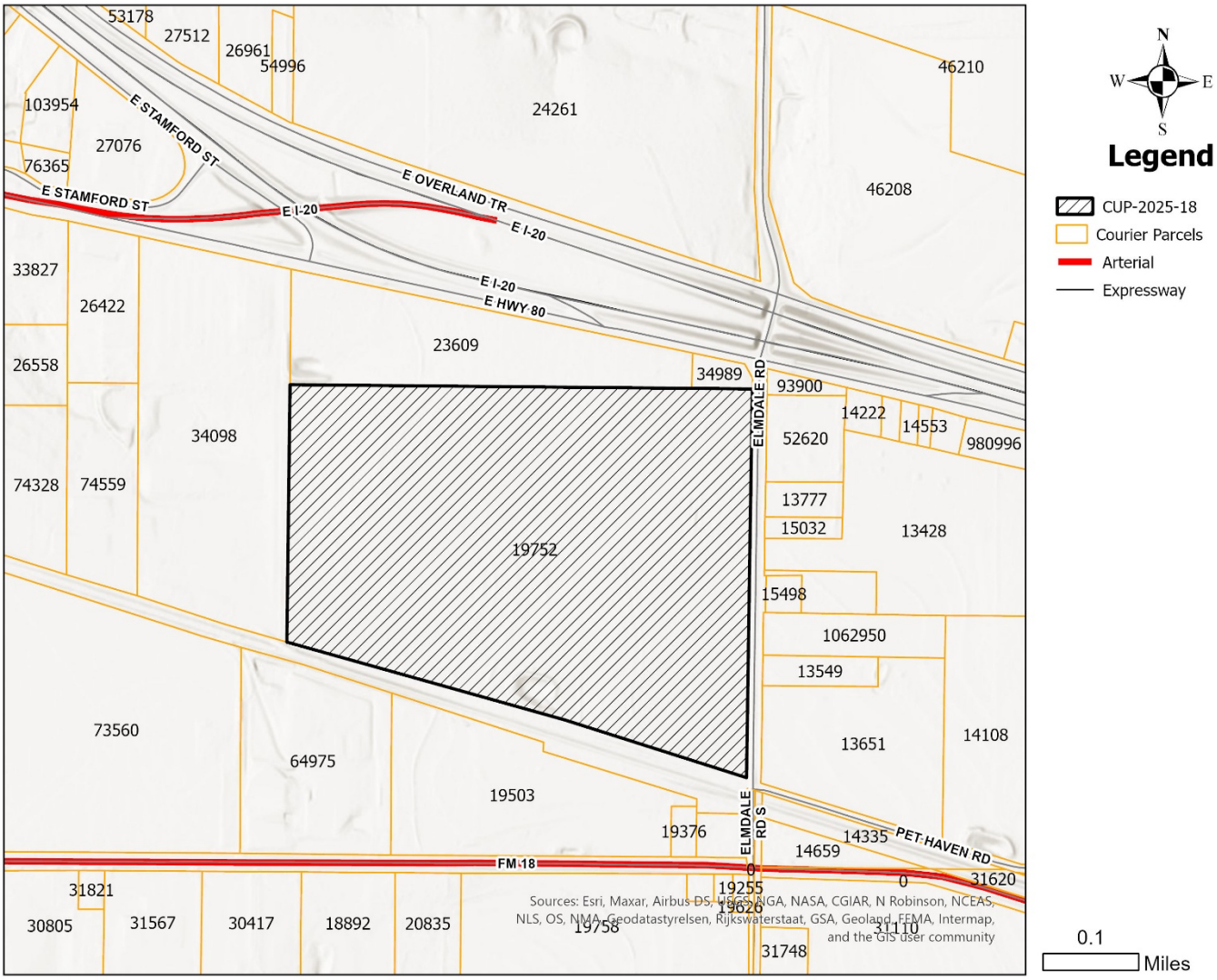
THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.70 feet to a point for the southwest corner of this tract, same being the southeast corner of said Lot 1, Block B;

THENCE North 00 degrees 36 minutes 44 seconds East, along the east boundary line of said Lot 1, Block B, a distance of 1421.40 feet to the Point of Beginning containing an area of 109.8 acres.

Surveyed in October 2025.

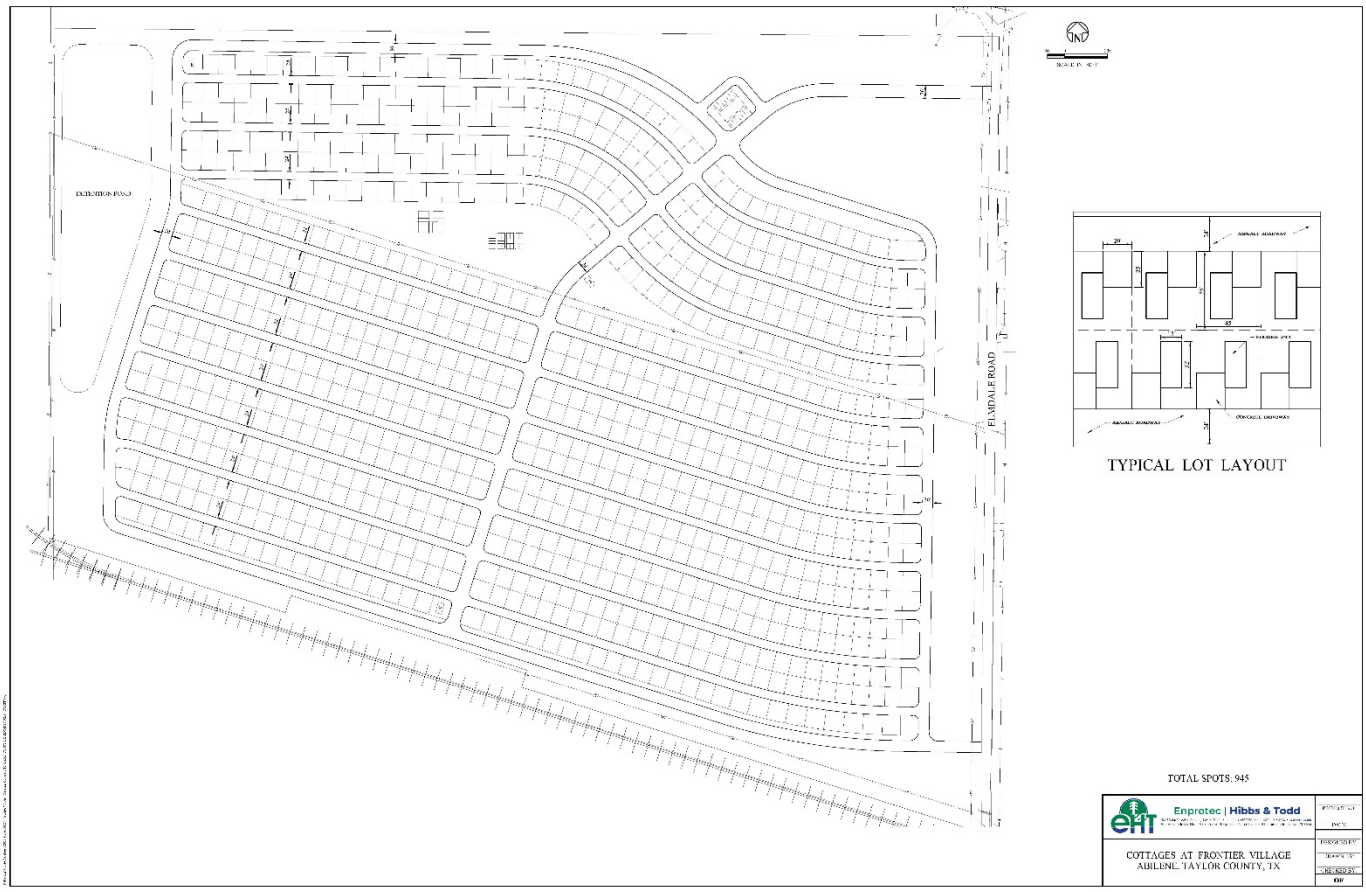
ORDINANCE NO. _____

Located at 1202 Elmdale Rd



ORDINANCE NO. _____

EXHIBIT B



ORDINANCE NO. _____

EXHIBIT C

Plan of Operation: Cottages at the Frontier
Location: Interstate 20 & Elmdale Rd. South, Abilene, TX **Applicant:** Elmdale Development, LLC
Proposed Use: Temporary Residential RV Park for Leadership Personnel **Associated Project:** Frontier Data Center Campus – Vantage / Kiewit Construction

1. Description of the Proposed Use

The proposed development is a **private, professionally managed residential RV park** designed exclusively to house **leadership staff and management personnel** employed by the construction company building the Frontier Data Center, as well as supervisory personnel of their clients and trade partners.

The park is intended as a **temporary workforce housing solution** during the data center's construction period and subsequent operations, as needed. The site will feature **high-quality, self-contained RV units** on **improved pads with full utility hookups**, internal circulation drives, landscaped buffers, and onsite management to ensure compliance with operational and city standards.

The park will serve as a **quiet, secure, and well-maintained residential environment**, operating similarly to a small, gated community rather than a traditional transient RV park.

2. Nature of the Proposed Use

- **Type of Use:** Private residential RV park (CUP required for long-term occupancy in RVs)
- **Duration:** Temporary use to support the active construction period, which is anticipated 36 months, and subsequent operations up to 20 years in totality.
- **Tenancy:** Dedicated for personnel for both the data center contractor, their trade partners, the owner, and their affiliates and clients.
- **Onsite Management:** Dedicated property management team to include: General Manager, Assistant General Manager, Accounting Clerk, Maintenance Supervisor, Maintenance Technicians, Assistant Maintenance Technicians, Maintenance Porter, Assistant Porter, and Security Guard. The on-site management team will be responsible for oversight, maintenance, and enforcement of park rules at all times.
- **Facilities:** Full-service RV pads with utilities (water, sewer, electric)
  - Internal roads built to fire and city access standards
  - Landscaped common areas
  - Gated entry
  - Solid waste collection area
  - On-site management
  - BBQ Pavilions, Sand Volleyball Court, Pickleball Court, Recreation and Workout Rooms, and Dog Parks for added amenities.
  - One-mile walking path

3. Hours and Days of Operation

- **Hours of Operation:** 24 hours a day, 7 days a week (residential use)
- **Management Office Hours:** Monday–Friday, 8:00 AM – 6:00 PM; Saturday – Sunday, 9:00 AM – 4:00 PM; after-hours contact available for emergencies

4. Indoor/Outdoor Use

- All activities are **residential in nature** and occur within individual RV units or designated recreation areas.
- No outdoor business, storage, or industrial activity will occur on-site.
- Outdoor spaces (lawns, driveways, landscaped areas) are limited to residential use such as parking, walking, and recreation.

5. Unique Characteristics and Stipulations

- **Restricted Occupancy:** Only approved residents may live in the park.
- **Temporary Use:** The lease terms will coincide with the data center construction schedule, and subsequent operation period, with a disposition requirement under the terms of the lease.
- **Code Compliance:** All RVs will be self-contained and meet state safety and sanitation standards, along with the RVIA Certification.
- **No Onsite Businesses:** No commercial or retail uses are proposed.

6. Mitigation and Compatibility Measures

To ensure compatibility with surrounding properties and to address potential concerns from neighbors or the City, the following measures are included:

a. Screening and Buffering

- Maintaining a **100' buffer from all public roads and property lines** to any unit location allowing the **existing trees** to visually screen the site.
- **Landscaped buffer yards** along property boundaries with native and drought-tolerant vegetation.
- **Lighting** designed to meet city dark-sky and shielding requirements to prevent light spillover.

b. Noise Mitigation

- Quiet hours enforced from **10:00 PM – 6:00 AM.**
- No amplified outdoor sound permitted.
- Generators prohibited (all units connected to grid power).

c. Traffic and Access

- Site designed for **safe ingress/egress** with adequate sight distances and internal circulation.
- Traffic impact minimal and limited to resident use; no heavy equipment or visitor traffic expected.
- Secondary **emergency vehicle** access.

d. Waste and Utilities

- Trash collected daily from each site, and stored in enclosed dumpsters serviced regularly by licensed providers.
- All utilities connected to municipal systems.

e. Safety and Management

- Onsite management to monitor compliance and address resident issues.
- Security measures including gated access, controlled entry, and appropriate lighting.
- Compliance with all fire, health, and building codes.

7. Anticipated Neighborhood Concerns & Responses

Potential Concern	Applicant Response / Mitigation
Increased traffic	Limited to residents; no commercial activity or visitor turnover.
Visual impact	Site design to blend with surroundings by maintaining large buffers with natural visual shields.
Noise	Enforced quiet hours and no construction or mechanical noise from the park.
Property values	Professionally managed, attractive site maintained to high standards.
Duration	Operation to coincide with Data Center construction and operations; all improvements removable at project completion.

8. Compatibility with Surrounding Uses

The subject property is located near existing infrastructure and along a corridor that supports light commercial and industrial uses. The proposed park is **transitional and compatible** in character, providing a **low-impact residential use**.

Upon project completion, the site can be **readily restored or redeveloped** consistent with city land use plans.

9. Summary Statement

This Plan of Operation outlines a **well-regulated, limited-duration residential use** that supports major regional economic development while ensuring **minimal impact to neighboring properties**.

Through comprehensive management, clear occupancy restrictions, and thoughtful design, the project will serve as an orderly, attractive, and temporary residential solution for professional staff — fully aligned with the City's expectations for conditional uses.

-END-

ZONING CASE
CUP-2025-18

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Owner: Walter Henderson Blackburn, III
Agent: Corder Norris - eHT

Case Manager
Clarissa Ivey – Planner

Request
Apply a Conditional Use Permit to approximately 109.8 acres to allow for a Recreational Vehicle Park in General Commercial (GC) zoning.

Location
Located at 1202 Elmdale Road. Legal description being approximately 109.8 acres out of the Southeast Quarter of Section 44, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The property was annexed in 1964 and has an abandoned structure that was built in 1926. The applicant is proposing 945 self-contained RV units on improved pads with full utility hookups. The Plan of Operation states that the park will serve as a quiet, secure, and well-maintained residential environment, operating similarly to a small, gated community rather than a traditional transient RV park. All structures on the property will be owned by the park owner.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	LI	Residential
East	LI	Venue and Residential
South	HI	Bridgestone Bandag
West	LI	Manufacturing (Rentech)

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

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**

The proposed request is consistent with the Comprehensive Plan.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**

The proposed request is consistent with the spirit and intent of General Commercial zoning.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed use would be appropriate with the surrounding uses. All required improvements and/or adverse impacts will be addressed during the site plan and platting stages.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use will generate additional traffic, but it will be on an arterial road that is subject to large traffic volumes. Additionally, there will not be 'large' vehicle traffic, as the cottages will stay in place, and the park will not see new RVs being constantly rotated out.

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.**

Any requirements for roadway and/or traffic adjustments will be addressed during the platting and site plan sages. If any devices are required, the applicant and/or owner will be responsible for placing that infrastructure before any final approvals are issued.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The applicant proposes many features to minimize effects on surrounding properties. They will also be subject to all Land Development Code requirements for such impacts, which may include buffering, screening, landscaping, fencing, etc.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The proposed RV Park complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

Planning & Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit, subject to the plan of operation and concept plan.

Attachments

- PowerPoint Presentation
- Applicant Presentation
- Plan of Operation
- Concept Plan
- Opposition Letters

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

Owner

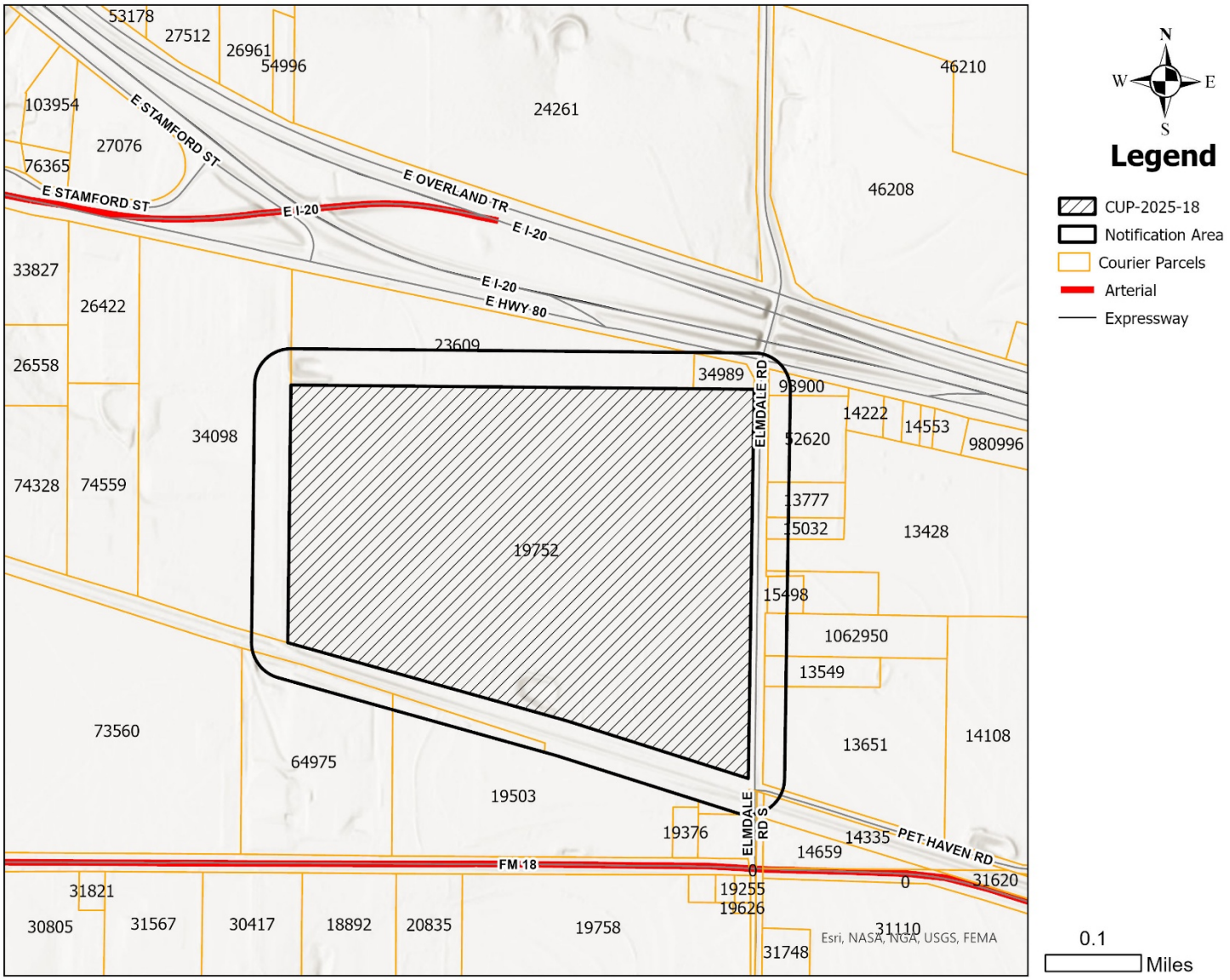
PROPERTY OWNER	PROPERTY ID	SITUS	Response
AEP TEXAS INC	1090773	1211 ELMDALE RD	
BANDAG INC	64975	4750 FM 18	
BLACKBURN RUTH BROOKS	34989	5197 E HWY 80	
BLACKBURN RUTH BROOKS	34989	5191 E HWY 80	
BLACKBURN RUTH BROOKS	19752	1202 ELMDALE RD	
BLACKBURN W H	23609		
BRIDGESTONE BANDAG LLC	19503	4962 FM 18	
C S ADVENTURES REAL EST	34098	5025 C E HWY 80	
C S ADVENTURES REAL EST	34098	5025 B E HWY 80	
C S ADVENTURES REAL EST	34098	5025 A E HWY 80	
C S ADVENTURES REAL EST	34098	5025 E HWY 80	
~~CITY OF ABILENE~~	~~15032~~	~~1181Y ELMDALE RD~~	
~~CITY OF ABILENE~~	~~15032~~	~~1300 ELMDALE RD~~	
HARKINS WARREN	1062950	1233 ELMDALE RD	O
MOORE CUTTER & ALISHA	13777	1149 ELMDALE RD	
OWENS TONY & BARBARA	13549	1257 ELMDALE RD	O
OWENS TONY & BARBARA	13651		O
PRICE JAN MARIE	52620	1125 ELMDALE RD	O
PRICE JAN MARIE	93900	5257 E HWY 80	O
PRICE JAN MARIE	13428	1181 ELMDALE RD	O
T & P RY CO	14335		
WEST TEXAS UTILITIES CO	15498	1225 ELMDALE RD	

Prop ID

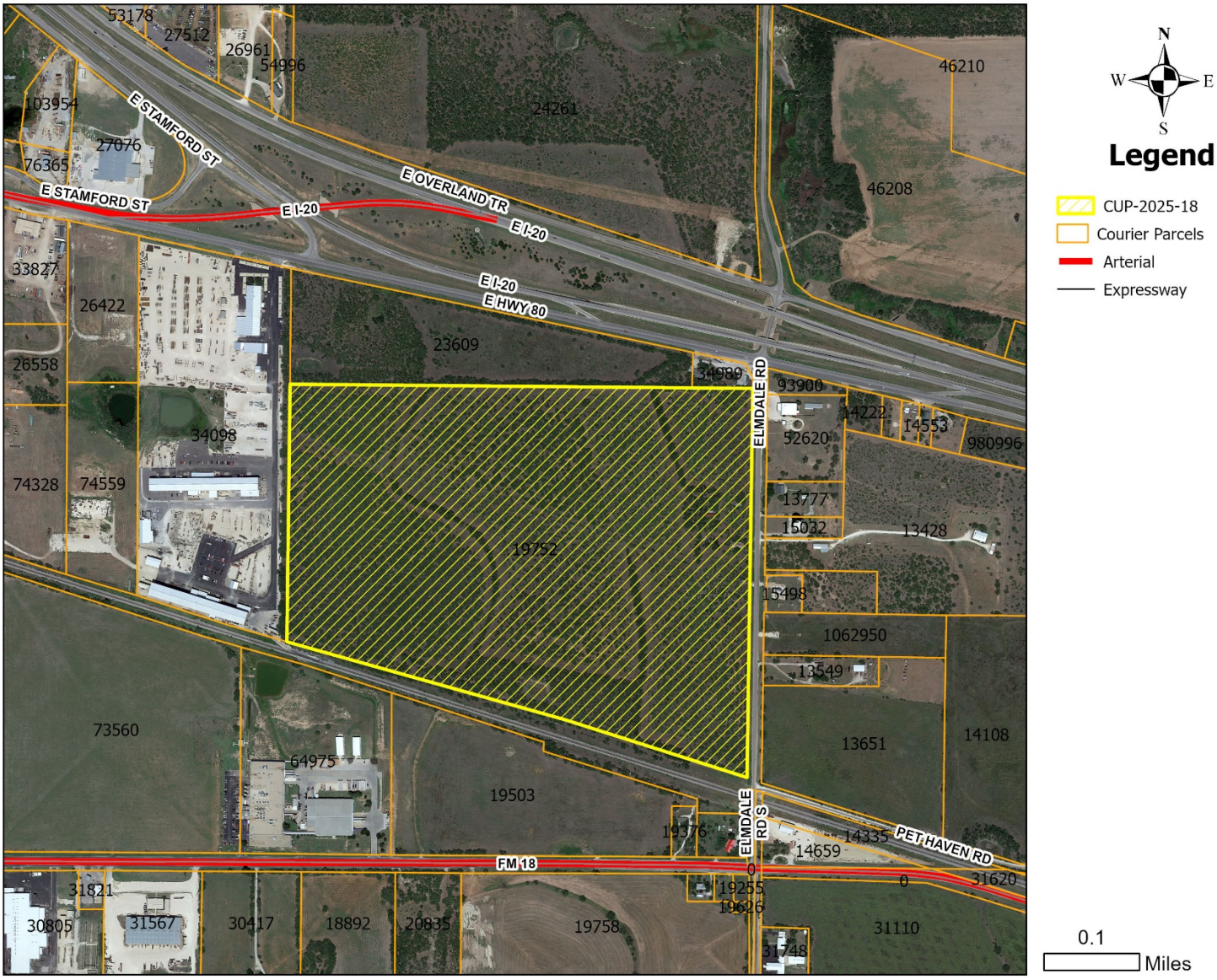
PROPERTY OWNER	PROPERTY ID	SITUS	Response
PRICE JAN MARIE	13428	1181 ELMDALE RD	O
OWENS TONY & BARBARA	13549	1257 ELMDALE RD	O
OWENS TONY & BARBARA	13651		O
MOORE CUTTER & ALISHA	13777	1149 ELMDALE RD	
T & P RY CO	14335		
~~CITY OF ABILENE~~	~~15032~~	~~1181Y ELMDALE RD~~	
~~CITY OF ABILENE~~	~~15032~~	~~1300 ELMDALE RD~~	
WEST TEXAS UTILITIES CO	15498	1225 ELMDALE RD	
BRIDGESTONE BANDAG LLC	19503	4962 FM 18	
BLACKBURN RUTH BROOKS	19752	1202 ELMDALE RD	
BLACKBURN W H	23609		
C S ADVENTURES REAL EST	34098	5025 C E HWY 80	
C S ADVENTURES REAL EST	34098	5025 B E HWY 80	
C S ADVENTURES REAL EST	34098	5025 A E HWY 80	
C S ADVENTURES REAL EST	34098	5025 E HWY 80	
BLACKBURN RUTH BROOKS	34989	5197 E HWY 80	
BLACKBURN RUTH BROOKS	34989	5191 E HWY 80	
PRICE JAN MARIE	52620	1125 ELMDALE RD	O
BANDAG INC	64975	4750 FM 18	
PRICE JAN MARIE	93900	5257 E HWY 80	O

HARKINS WARREN	1062950	1233 ELMDALE RD	O
AEP TEXAS INC	1090773	1211 ELMDALE RD	

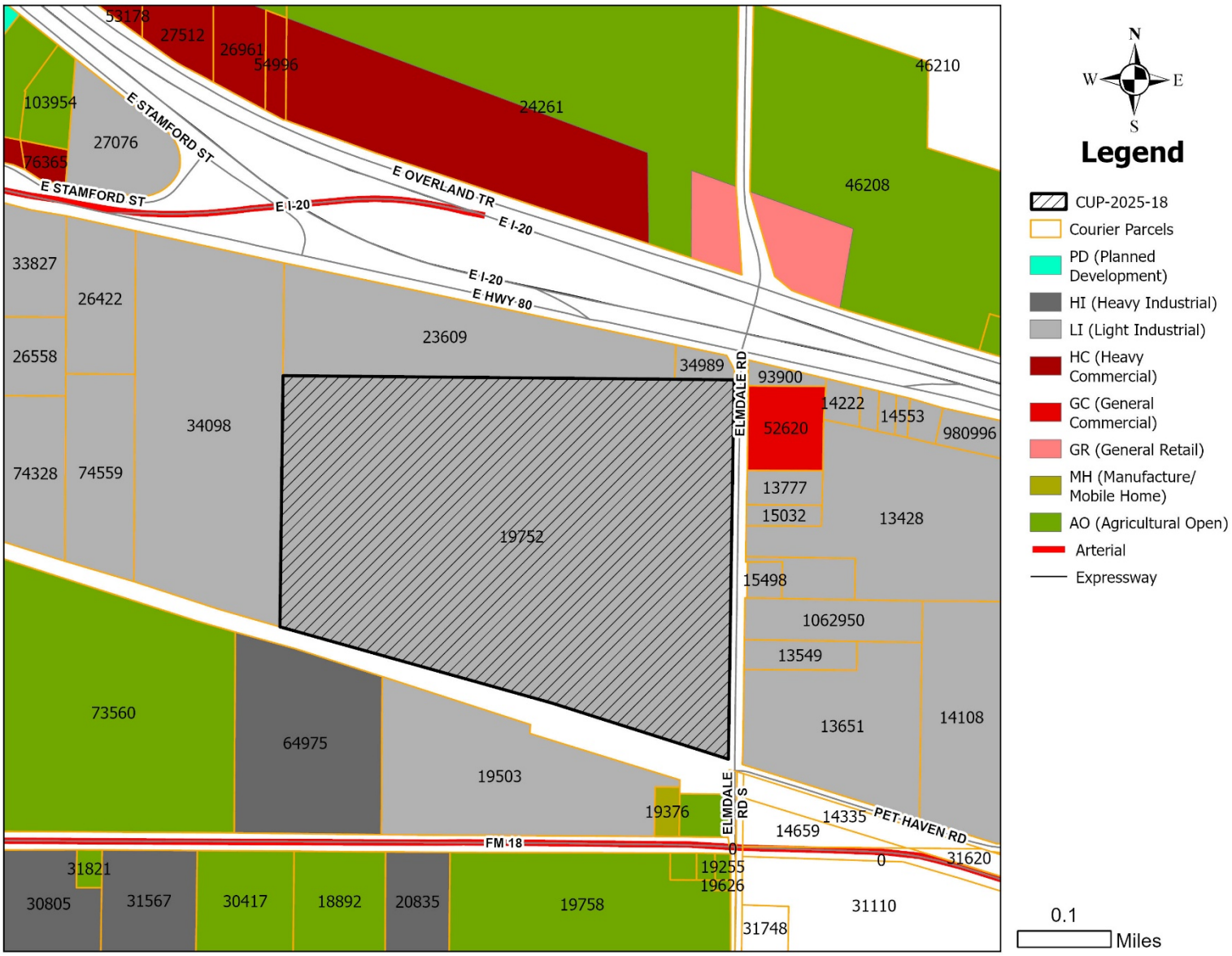
NOTIFICATION MAP



LOCATION MAP



ZONING MAP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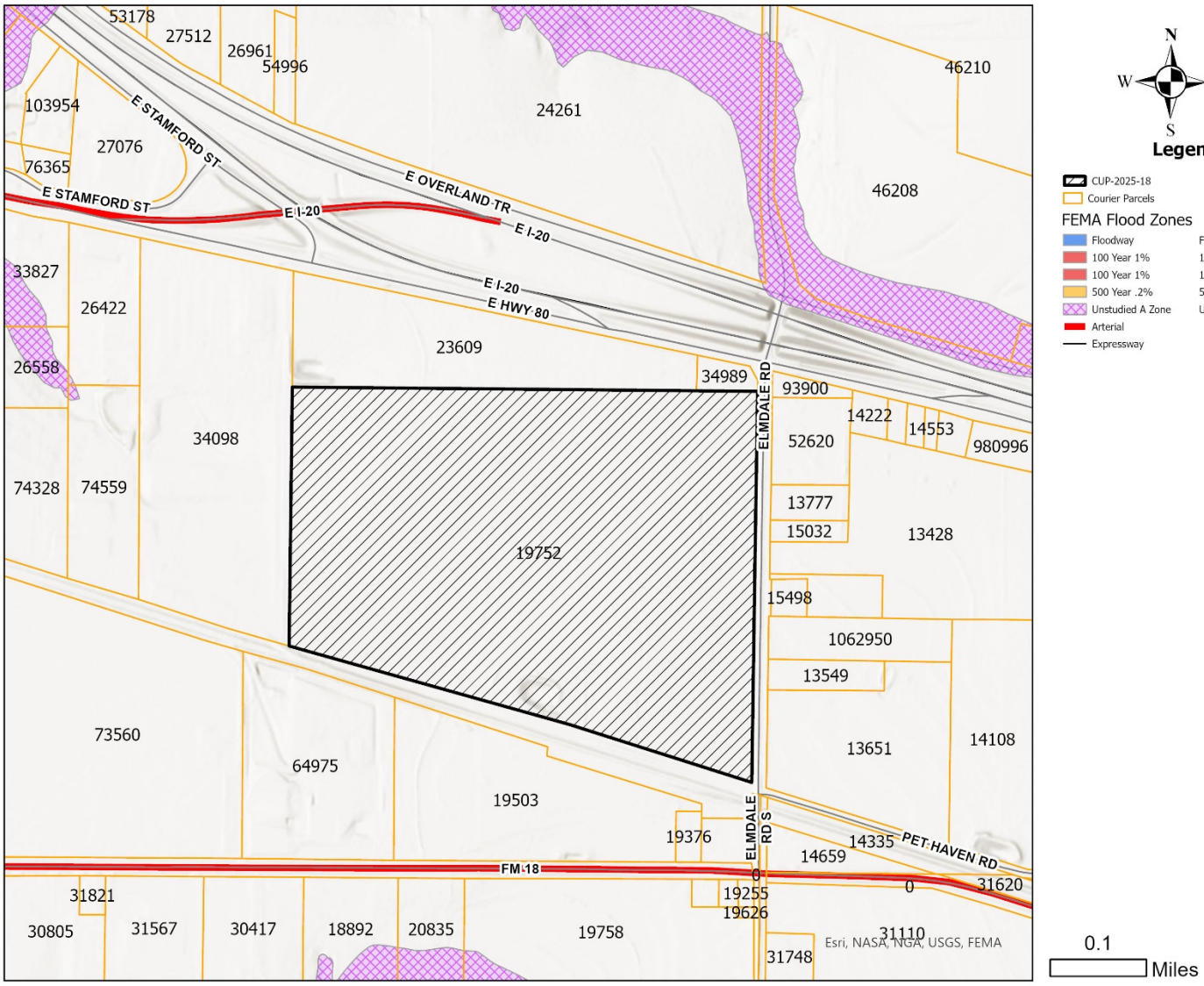
CUP-2025-18
Courier Parcels
PD (Planned Development)
HI (Heavy Industrial)
LI (Light Industrial)
HC (Heavy Commercial)
GC (General Commercial)
GR (General Retail)
MH (Manufacture/ Mobile Home)
AO (Agricultural Open)
Arterial
Expressway
0.1
Miles

Flood Map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Courier Parcels
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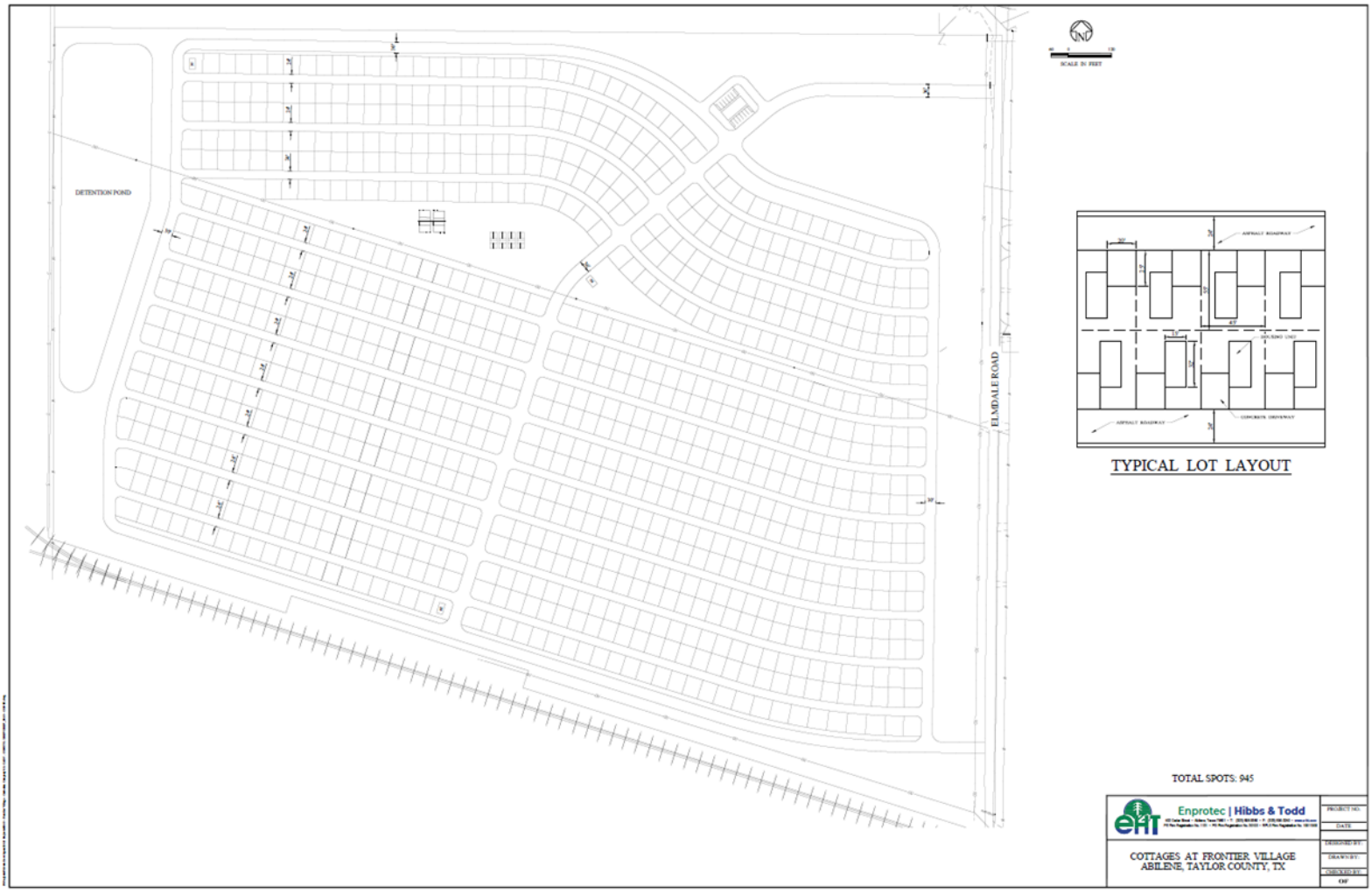
Concept Plan

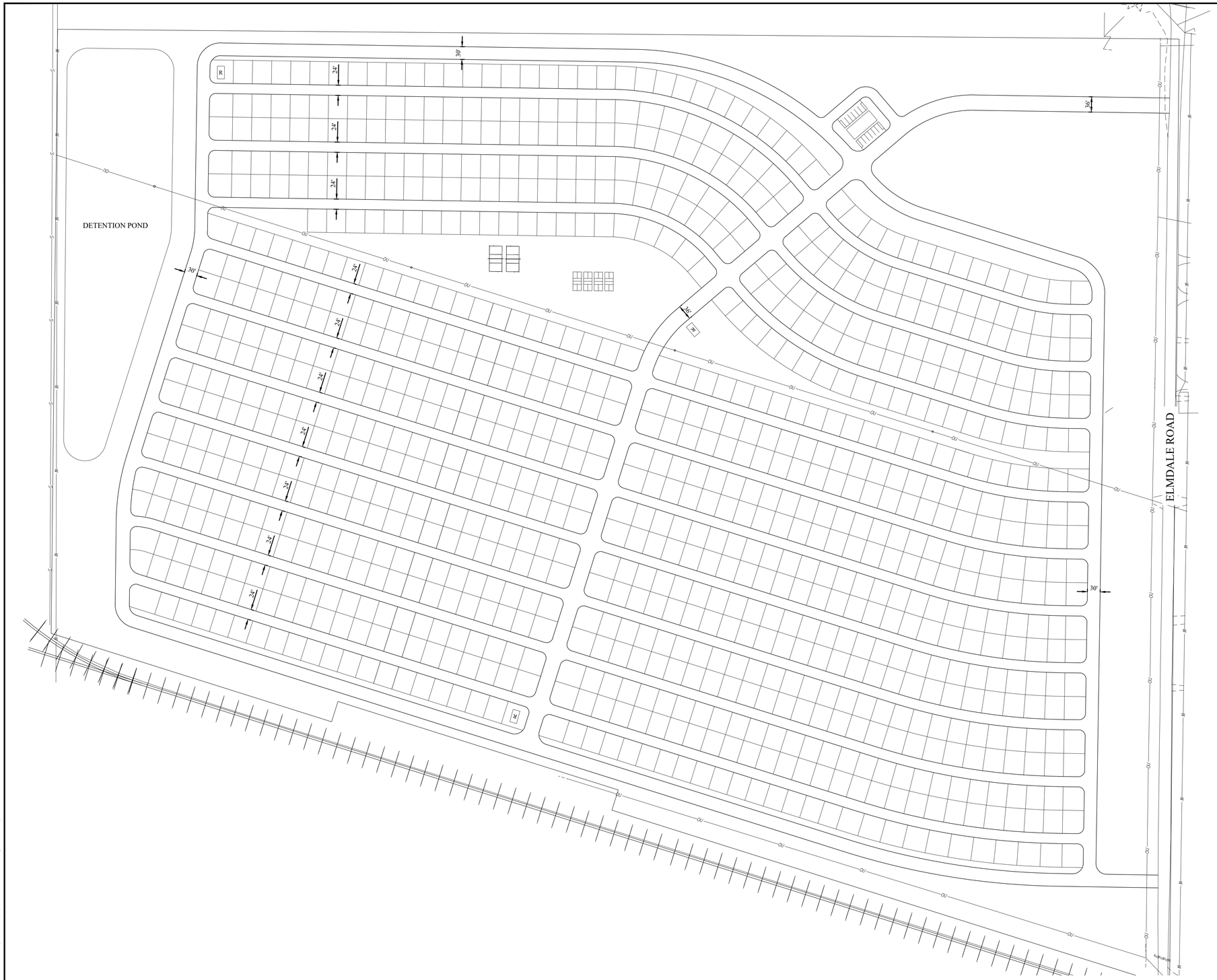


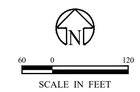
FIELD NOTES
FOR
A 109.8 ACRE TRACT
OUT OF THE SOUTHEAST QUARTER
OF SECTION 44, BLIND ASYLUM LANDS
TAYLOR COUNTY, TEXAS

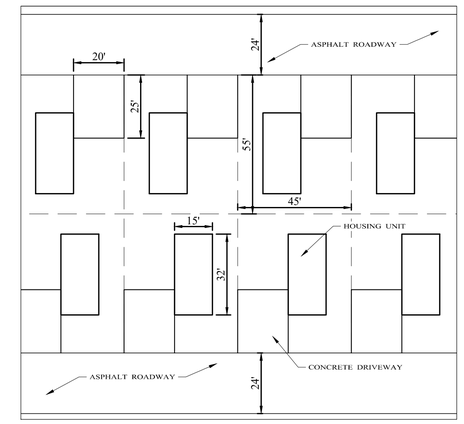
BEING a 109.8 acre tract out of the southeast quarter of Section 44, Blind Asylum Lands, Taylor County, Texas, same being recorded as a 109.61 acre tract in Volume 2113, Page 472 and Volume 2113, Page 476, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

Basis of Bearing is Grid North, NAD 83 Texas North Central Zone
based on GPS observations

BEGINNING at a point for the northwest corner of this tract, where a found 3/8 inch iron rod at the northeast corner of Lot 1, Block B, Continuation No. 1, H&W Tool Addition, recorded in Cabinet 1, Slide 115, Plat Records, Taylor County, Texas bears 629.5' N 00°36'44" E;
THENCE South 89 degrees 29 minutes 55 seconds East, at 2595.4' passing a 7 1/2 inch wood fence corner post, continuing a total distance of 2638.89 feet to a point for the northeast corner of this tract;
THENCE South 00 degrees 34 minutes 53 seconds West a distance of 2228.24 feet to a point for the southeast corner of this tract, same being fifty (50') feet from the center of the Texas & Pacific Railway Company right of way;
THENCE North 72 degrees 29 minutes 44 seconds West a distance of 1375.76 feet to a point for a southern corner of this tract;
THENCE North 17 degrees 32 minutes 44 seconds East a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;
THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.67 feet to a point for a southern corner of this tract;
THENCE South 17 degrees 32 minutes 44 seconds West a distance of 50.00 feet to a point for an interior corner in the south boundary line of this tract;
THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.70 feet to a point for the southwest corner of this tract, same being the southeast corner of said Lot 1, Block B;
THENCE North 00 degrees 36 minutes 44 seconds East, along the east boundary line of said Lot 1, Block B, a distance of 1421.40 feet to the Point of Beginning containing an area of 109.8 acres. Surveyed in October 2025.







TYPICAL LOT LAYOUT

TOTAL SPOTS: 945

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

COTTAGES AT FRONTIER VILLAGE
ABILENE, TAYLOR COUNTY, TX

PROJECT NO.	
DATE	
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
OF	

P:\Projects\Private Developer\2025\Projects\9204 - Frontier Village - Cottonate Company\16 CADD\7. CONST\3. MEP\MEP - 9204 - CONST.dwg

Elmdale Single Family Community Against Perposal

1) Jan & Melvin Price
1181 + 1125 Elmdale Rd Abilene Tx 79601

2) Alisha + Cutter Moore
1149 Elmdale Rd Abilene Tx 79601

3) M/M Tony Owen
1057 Elmdale Rd Abilene Tx 79601

4) Kolby + Taylor Barnhill
5150 FM 18 Abilene Tx 79602

5) Erika Wreeland
144 Elmdale Road South Abilene Tx 79601

6) Matt and Miranda Heikes
498 Elmdale Road South Abilene Tx 79601

7) Karen Sanders
120 CR 511 Abilene Tx 79601 Pat Cemetery Rd

8) Dustin + Dusti Ledbetter
110 CR 511 Abilene Tx 79601

9 Ramon + Veronica Campos
CR 510 Abilene Tx 79601

Plan of Operation: Cottages at the Frontier

Location: Interstate 20 & Elmdale Rd. South, Abilene, TX
Applicant: Elmdale Development, LLC
Proposed Use: Temporary Residential RV Park for Leadership Personnel
Associated Project: Frontier Data Center Campus – Vantage / Kiewit Construction

1. Description of the Proposed Use
The proposed development is a **private, professionally managed residential RV park** designed exclusively to house **leadership staff and management personnel** employed by the construction company building the Frontier Data Center, as well as supervisory personnel of their clients and trade partners.

The park is intended as a **temporary workforce housing solution** during the data center's construction period and subsequent operations, as needed. The site will feature **high-quality, self-contained RV units** on **improved pads with full utility hookups**, internal circulation drives, landscaped buffers, and onsite management to ensure compliance with operational and city standards.

The park will serve as a **quiet, secure, and well-maintained residential environment**, operating similarly to a small, gated community rather than a traditional transient RV park.

2. Nature of the Proposed Use

- **Type of Use:** Private residential RV park (CUP required for long-term occupancy in RVs)
- **Duration:** Temporary use to support the active construction period, which is anticipated 36 months, and subsequent operations up to 20 years in totality.
- **Tenancy:** Dedicated for personnel for both the data center contractor, their trade partners, the owner, and their affiliates and clients.
- **Onsite Management:** Dedicated property management team to include: General Manager, Assistant General Manager, Accounting Clerk, Maintenance Supervisor, Maintenance Technicians, Assistant Maintenance Technicians, Maintenance Porter, Assistant Porter, and Security Guard. The on-site management team will be responsible for oversight, maintenance, and enforcement of park rules at all times.
- **Facilities:**
    - Full-service RV pads with utilities (water, sewer, electric)
    - Internal roads built to fire and city access standards
    - Landscaped common areas
    - Gated entry
    - Solid waste collection area
    - On-site management
    - BBQ Pavilions, Sand Volleyball Court, Pickleball Court, Recreation and Workout Rooms, and Dog Parks for added amenities.
    - One-mile walking path

3. Hours and Days of Operation

- **Hours of Operation:** 24 hours a day, 7 days a week (residential use)
- **Management Office Hours:** Monday–Friday, 8:00 AM – 6:00 PM; Saturday – Sunday, 9:00 AM – 4:00 PM; after-hours contact available for emergencies

4. Indoor/Outdoor Use

- All activities are **residential in nature** and occur within individual RV units or designated recreation areas.
- No outdoor business, storage, or industrial activity will occur on-site.
- Outdoor spaces (lawns, driveways, landscaped areas) are limited to residential use such as parking, walking, and recreation.

5. Unique Characteristics and Stipulations

- **Restricted Occupancy:** Only approved residents may live in the park.
- **Temporary Use:** The lease terms will coincide with the data center construction schedule, and subsequent operation period, with a disposition requirement under the terms of the lease.
- **Code Compliance:** All RVs will be self-contained and meet state safety and sanitation standards, along with the RVIA Certification.
- **No Onsite Businesses:** No commercial or retail uses are proposed.

6. Mitigation and Compatibility Measures

To ensure compatibility with surrounding properties and to address potential concerns from neighbors or the City, the following measures are included:

a. Screening and Buffering

- Maintaining a **100' buffer from all public roads and property lines** to any unit location allowing the **existing trees** to visually screen the site.
- **Landscaped buffer yards** along property boundaries with native and drought-tolerant vegetation.
- **Lighting** designed to meet city dark-sky and shielding requirements to prevent light spillover.

b. Noise Mitigation

- Quiet hours enforced from **10:00 PM – 6:00 AM.**
- No amplified outdoor sound permitted.
- Generators prohibited (all units connected to grid power).

c. Traffic and Access

- Site designed for **safe ingress/egress** with adequate sight distances and internal circulation.
- Traffic impact minimal and limited to resident use; no heavy equipment or visitor traffic expected.
- Secondary **emergency vehicle** access.

d. Waste and Utilities

- Trash collected daily from each site, and stored in enclosed dumpsters serviced regularly by licensed providers.
- All utilities connected to municipal systems.

e. Safety and Management

- Onsite management to monitor compliance and address resident issues.
- Security measures including gated access, controlled entry, and appropriate lighting.
- Compliance with all fire, health, and building codes.

7. Anticipated Neighborhood Concerns & Responses

Potential Concern	Applicant Response / Mitigation
Increased traffic	Limited to residents; no commercial activity or visitor turnover.
Visual impact	Site design to blend with surroundings by maintaining large buffers with natural visual shields.
Noise	Enforced quiet hours and no construction or mechanical noise from the park.
Property values	Professionally managed, attractive site maintained to high standards.
Duration	Operation to coincide with Data Center construction and operations; all improvements removable at project completion.

8. Compatibility with Surrounding Uses

The subject property is located near existing infrastructure and along a corridor that supports light commercial and industrial uses. The proposed park is **transitional and compatible** in character, providing a **low-impact residential use**.

Upon project completion, the site can be **readily restored or redeveloped** consistent with city land use plans.

9. Summary Statement

This Plan of Operation outlines a **well-regulated, limited-duration residential use** that supports major regional economic development while ensuring **minimal impact to neighboring properties**.

Through comprehensive management, clear occupancy restrictions, and thoughtful design, the project will serve as an orderly, attractive, and temporary residential solution for professional staff — fully aligned with the City's expectations for conditional uses.

See enclosed presentation for detailed park information, along with a comprehensive site plan, and cottage renderings.

COTTAGES

AT THE FRONTIER

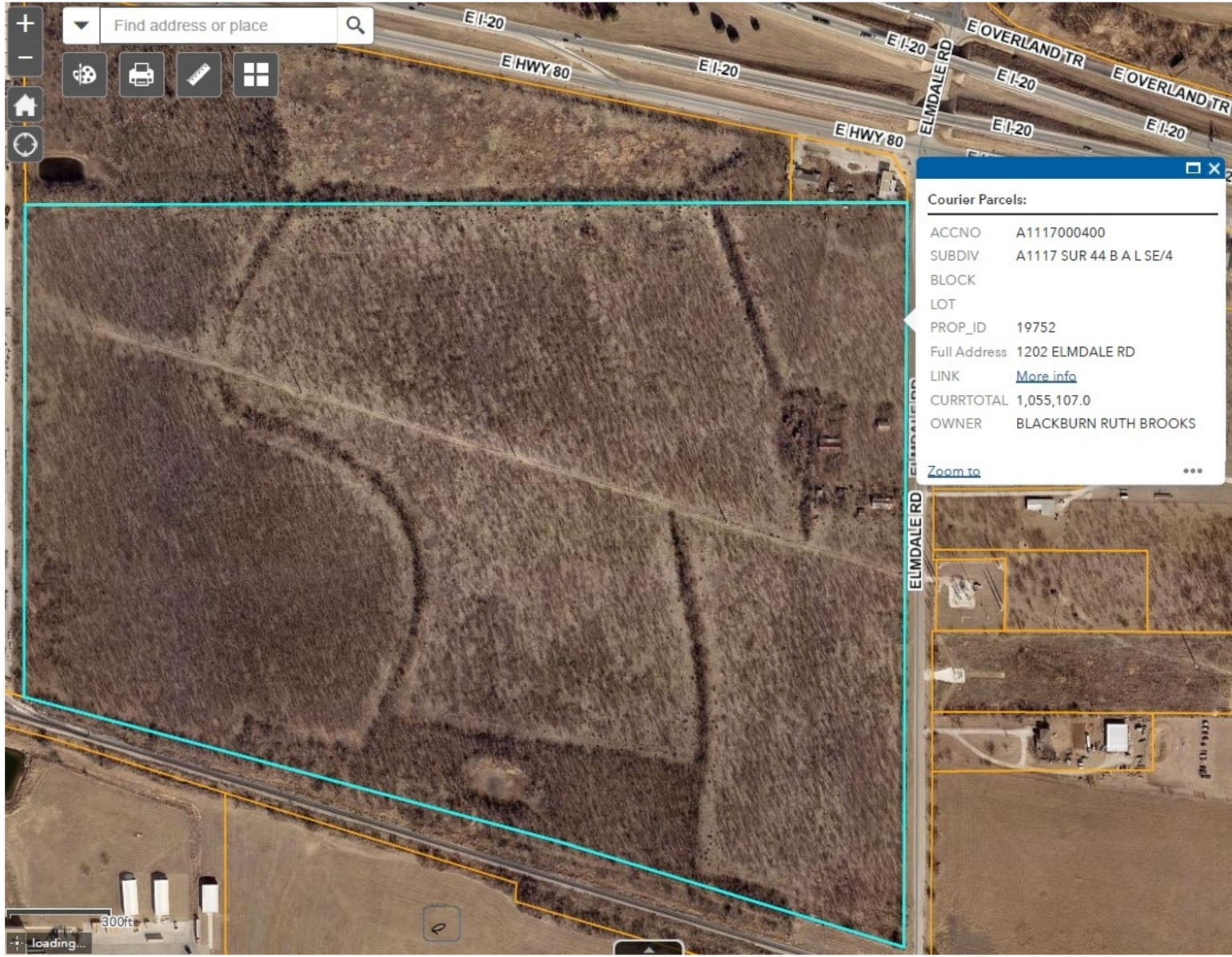
PURPOSE-BUILT LEADERSHIP VILLAGE

EST. 2025

COTTAGES

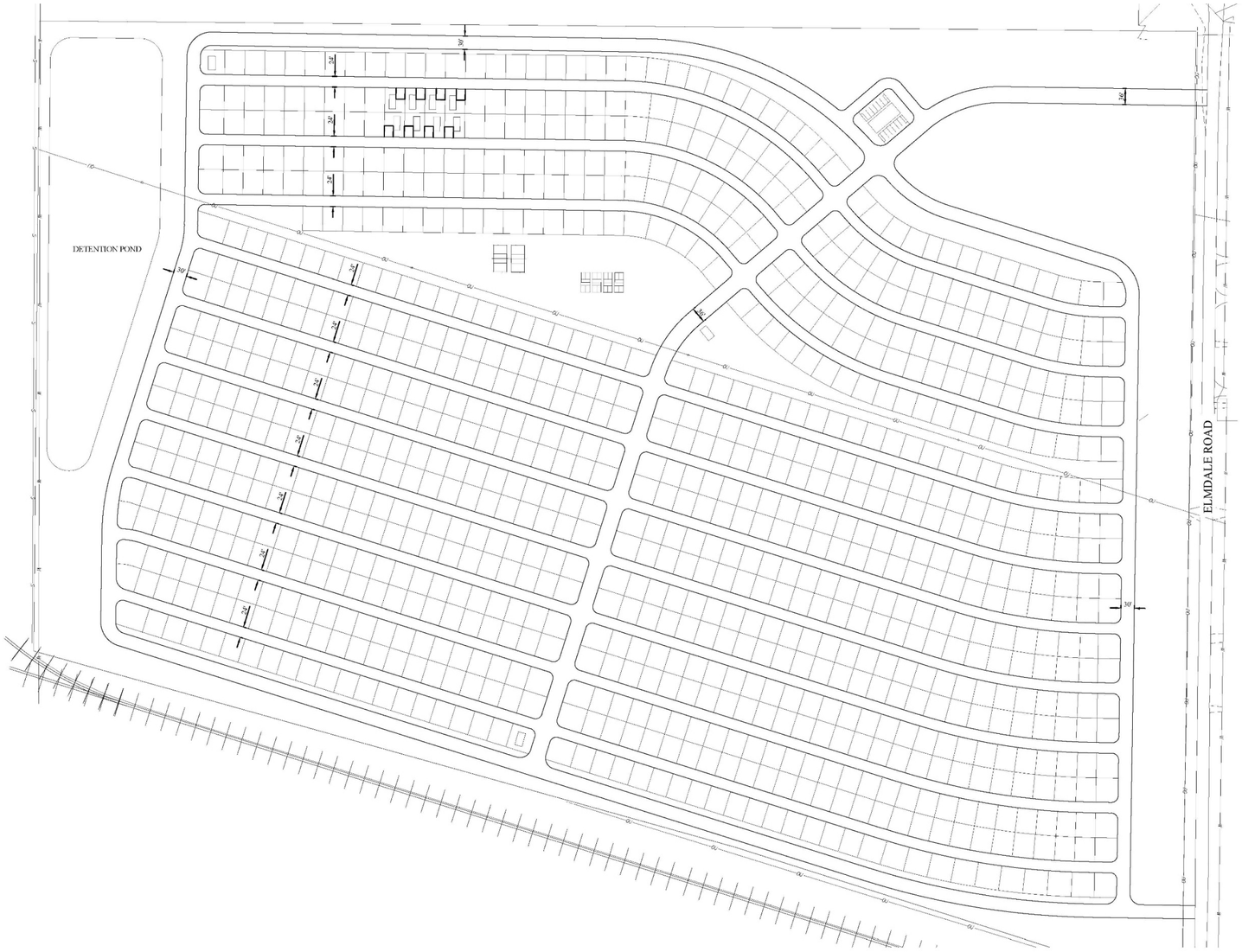
AT THE FRONTIER

- Situated on 109 Acres
- Located at Southern axis of I-20 and Elmdale Rd.
- Current Zone: Light Industrial
- Requested Use: General Commercial
  **note this is a down-zoning request*
- Request is aligned with the City of Abilene Comprehensive Plan



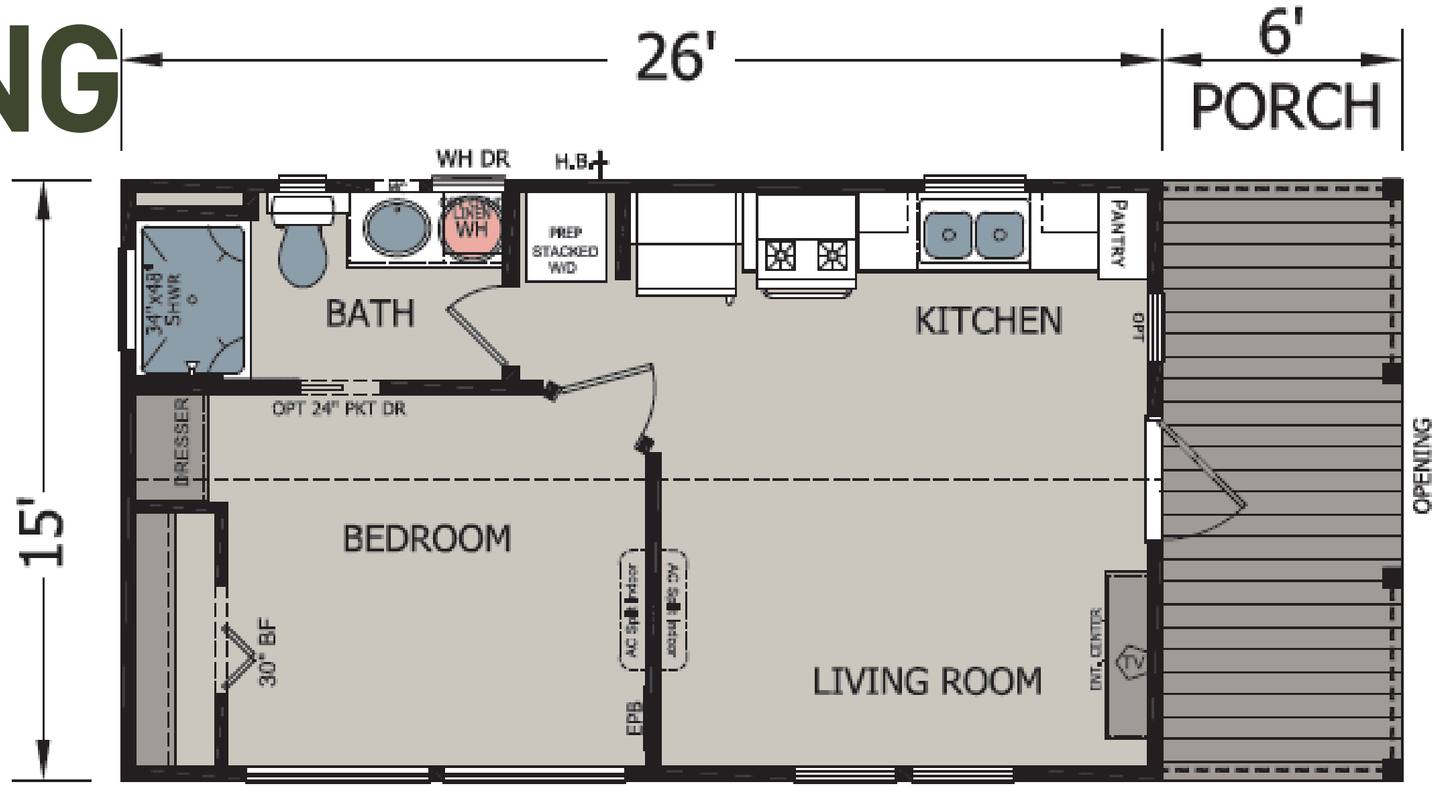
SITE PLAN

- 1,000 Leadership Cottages
- Compatible with surrounding uses; located near existing infrastructure and corridor that supports light commercial and industrial uses
- Utilities connected to municipal systems
- Safe ingress/egress with adequate sight distances and internal circulation
- Subdivision-style amenities: Workout Facilities, Dog Parks, Pickleball Court, Sand Volleyball Court, BBQ Pavilions, & 1-mile Walking Trail
- Ample green space, and preservation of existing trees



PROGRAMMING

- High-quality, self-contained RV units on improved pads
- 15’ x 32’ cottage totaling 399 SF
- Varying color palette to enhance architectural character and contribute to more thoughtfully designed residential environment
- Manufactured in Mansfield, TX



OPERATIONAL PLAN

- Staged occupancy for seamless absorption
- On-site Property Management Team:
  - General Manager
  - Assistant Property Manager
  - Accounting Secretary
  - Maintenance Supervisor
  - Maintenance Technicians (2)
  - Asst Maintenance Technicians (2)
  - Groundskeeper/Janitor

100 Cottages
May 1, 2026

200 Cottages
June 1, 2026

200 Cottages
August 1, 2026

300 Cottages
October 1, 2026

200 Cottages
December 31, 2026

OPERATIONAL PLAN

- Hours of Operation: 24 hours/day, 7 days/week residential use
- Office Hours: Monday–Friday, 8 AM – 6 PM; after-hours contact for emergencies
- All activities residential in nature & occur within individual RV units or designated recreation areas
- No outdoor business, storage, or industrial activity will occur on-site
- Quiet hours enforced from 10 PM – 6 AM
- Generators prohibited - all units connected to grid power
- Trash collection daily; stored in enclosed dumpsters serviced by licensed providers
- Enhanced security measures including gated access, controlled entry, appropriate lighting, and secondary emergency access

OPERATIONAL PLAN

Structured as ground lease

- Initial lease term of 5 years
- 3 renewal options of 5 years each
- Total maximum lease term of 20 years

At lease expiration:

(initial, or subsequent terms)

- Lease language mandates all vertical structures be removed by the Developer
- Lease option for the owner to also mandate all subsurface improvements be removed
- In concurrence with Abilene code, updated rezoning remains, providing greater flexibility for future use and repurposing

Developer to restore the historic Blackburn's Service Station, whose owners received Family Land Heritage Program award in 2021 for their land ownership

COMMUNITY INVESTMENT & IMPACT

- $117 million investment in Abilene, TX
- Additional payroll impact of $137 million annually
- Employment rules call for background checks, drug screening, and safety training for all employees
- Intended occupants include corporate leadership and staff, with monthly rent of $1,550 per unit
- Mitigates burden on existing housing market
- Ability to repurpose into student housing, Airforce housing, or family housing should demand lessen over time

COMMUNITY INVESTMENT & IMPACT

COTTAGES

AT THE FRONTIER

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	LI	Your Name:	OWENS TONY &	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1257 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	13549	I am opposed ☑

Signature: Tony Owens

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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Requestor's Proposed Zoning:	GC/CUP	Your Address:	1257 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	13549	I am opposed ☑

Signature: Tony Owens

Roads are not sufficient for traffic.

Numerous traffic accidents at the E Highway 80 and Elmdale intersection. Also, at the I-20 exit onto E Highway 80. It is hard to see traffic coming off I-20, especially if the grass is tall.

Traffic backs up at the railroad crossing coming from FM18 and Elmdale.

Elmdale Road needs repairs. People drive down the middle of the road to avoid rough road conditions.

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

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

Requestor's Property Zoning:	LI	Your Name:	HARKINS WARREN	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

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Requestor's Property Zoning:	LI	Your Name:	HARKINS WARREN	I am in favor ☐
Requestor's Proposed Zoning:	GC/CUP	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

Date: December 2, 2025

To: The City Council of Abilene

1. Property Value - This would devalue our residential properties.
2. Loss of neighborhood character. Residents feel a large-scale development will fundamentally alter the aesthetic, historic nature and community feel of this area. We moved here to have a rural place to live with peace and quiet.
3. It would be a disruption to our agriculture.
4. We have environmental concerns and this will have a negative impact on the local ecosystems, green spaces, air quality, and water systems.
5. We would like the number of tiny homes to 500 or less if approved.
6. We don't want this village to ever become section 8 housing. We would prefer single family homes or ag land.
7. Strain on Infrastructure. We have concerns about whether existing public services (sewers public transport, school, emergency services) can handle the added demand created by the new project.
8. Noise & pollution. The construction phase and the completed project may generate unacceptable levels of noise, dust and light pollution.
9. If it even gets approved, which we feel it shouldn't. We demand that there be berm barrier and 6-foot wooden fences & trash dumpsters not on Elmdale Rd.
10. The road would be unsafe with too much traffic and is unfit to accommodate this. A new large project will significantly increase local traffic leading to congestion, noise and safety concerns. There is abundance of western heritage, Fair & Coliseum traffic that drives down our road. This street is too short to accommodate that much traffic. The entrance should be off Business 20/Old 80 if approved.

Thank you,
Jan & Melvin Price and the Community neighbors of Elmdale
1181 & 1125 Elmdale Road

CITY OF ABILENE TEXAS

PRICE JAN MARIE
1181 ELMDALE RD
ABILENE, TX 79601-6705

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-18 **November 12, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **December 02, 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 owner or the owner's agent is requesting to apply a conditional use permit to a property to allow an RV park. Located at 1202 Elmdale Rd. Legal description approximately 109.8 acres out of the southeast quarter of section 44, blind asylum lands, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone 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 a final reading with a public hearing on **January 08, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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.

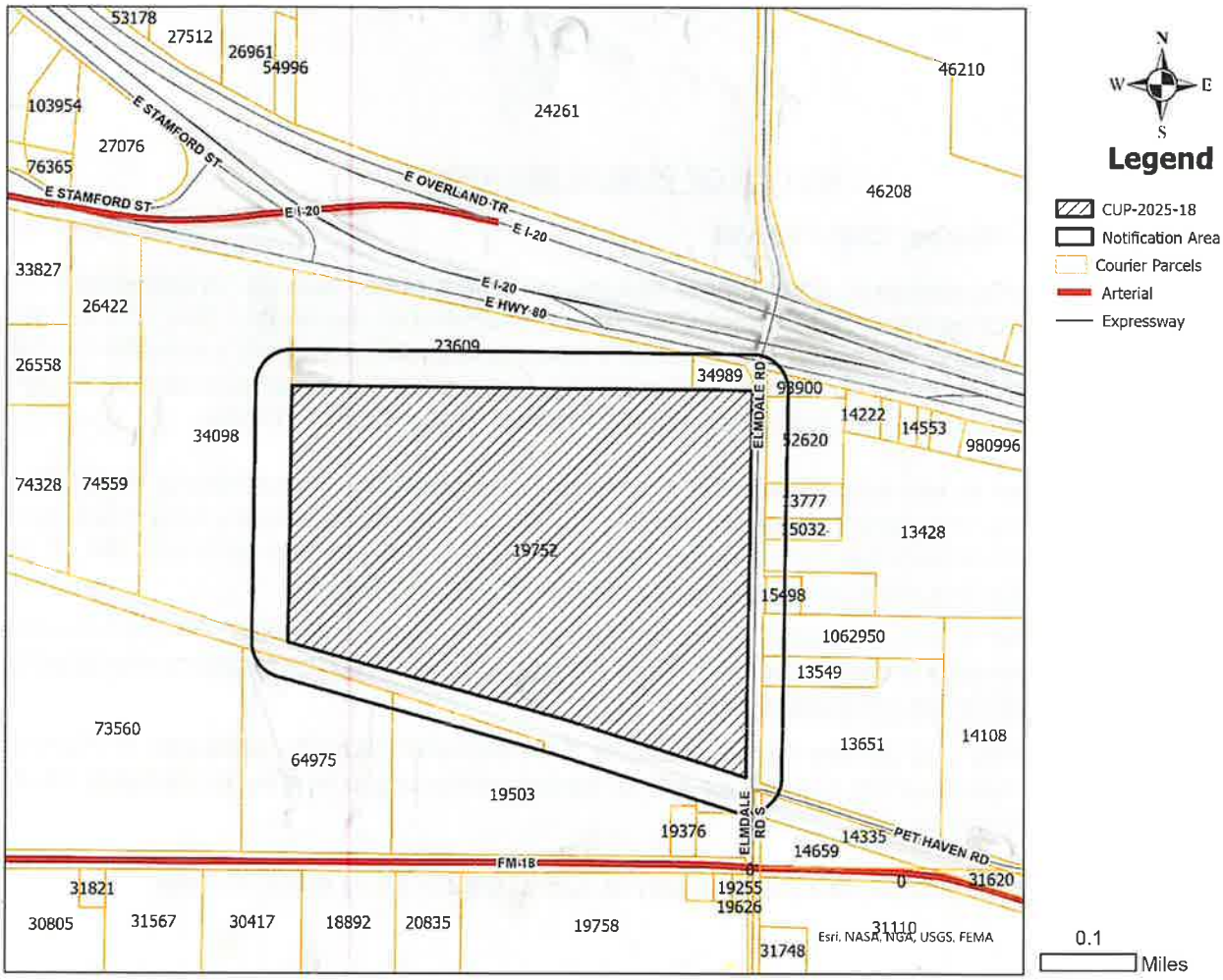
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	LI	Your Name:	PRICE JAN MARIE	I am in favor ☐
Requestor's Proposed Zoning:	GC/CUP	Your Address:	1125 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	52620	I am opposed ☑

Signature: Jan Kidd Price

CITY OF ABILENE TEXAS

CUP-2025-18



If opposed, please provide comments:

1) Property value's will decrease
2) Traffic on this short road is already to much add 1000 vehicals is unreasonable.
GC/CUP Allows a landowne to use their land in a way not permitted by ordinary zoning Regulations
3) We live in city (proper) because we want the safty of zoning
4) We are mostly single family homes and ag - we do not want this to turn into Sec 8 housing -
5) Water supply is already a problem
6) There has been 3 breakins and robberies up Elmdale by RV park project in last 6 months

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	LI	Your Name:	HARKINS WARREN	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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Requestor's Proposed Zoning:	GC/CUP	Your Address:	1233 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950	I am opposed ☑

Signature: Warren D. Harkins

NOV 20 PM 4:53

Date: December 2, 2025

To: The City Council of Abilene

1. Property Value - This would devalue our residential properties.
2. Loss of neighborhood character. Residents feel a large-scale development will fundamentally alter the aesthetic, historic nature and community feel of this area. We moved here to have a rural place to live with peace and quiet.
3. It would be a disruption to our agriculture.
4. We have environmental concerns and this will have a negative impact on the local ecosystems, green spaces, air quality, and water systems.
5. We would like the number of tiny homes to 500 or less if approved.
6. We don't want this village to ever become section 8 housing. We would prefer single family homes or ag land.
7. Strain on Infrastructure. We have concerns about whether existing public services (sewers public transport, school, emergency services) can handle the added demand created by the new project.
8. Noise & pollution. The construction phase and the completed project may generate unacceptable levels of noise, dust and light pollution.
9. If it even gets approved, which we feel it shouldn't. We demand that there be berm barrier and 6-foot wooden fences & trash dumpsters not on Elmdale Rd.
10. The road would be unsafe with too much traffic and is unfit to accommodate this. A new large project will significantly increase local traffic leading to congestion, noise and safety concerns. There is abundance of western heritage, Fair & Coliseum traffic that drives down our road. This street is too short to accommodate that much traffic. The entrance should be off Business 20/Old 80 if approved.

Thank you,
Jan & Melvin Price and the Community neighbors of Elmdale
1181 & 1125 Elmdale Road

CITY OF ABILENE TEXAS

PRICE JAN MARIE
1181 ELMDALE RD
ABILENE, TX 79601-6705

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-18 **November 12, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **December 02, 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 owner or the owner's agent is requesting to apply a conditional use permit to a property to allow an RV park. Located at 1202 Elmdale Rd. Legal description approximately 109.8 acres out of the southeast quarter of section 44, blind asylum lands, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone 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 a final reading with a public hearing on **January 08, 2026, at 8:30 AM** in the Council Chambers.

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

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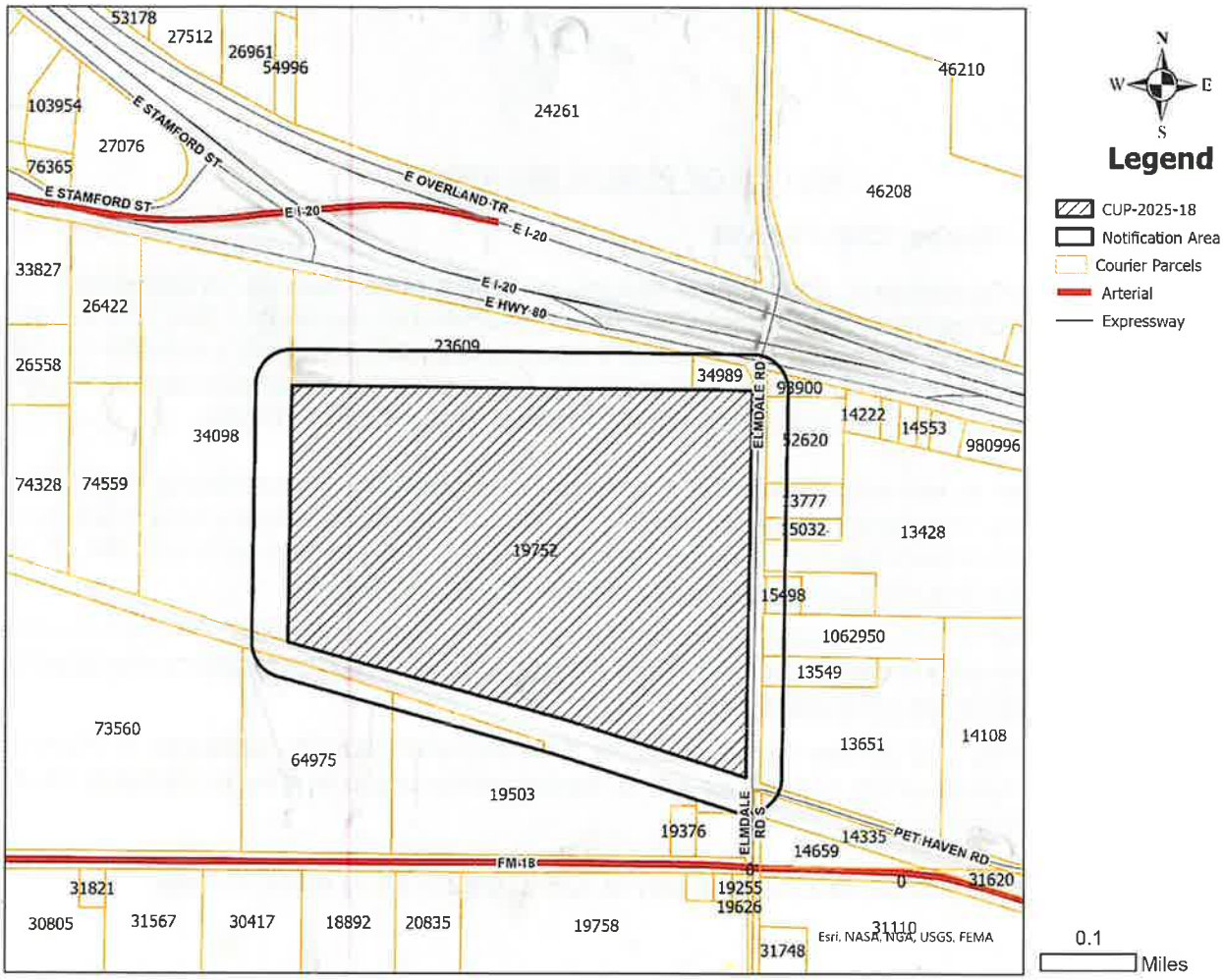
CITY OF ABILENE TEXAS

CUP-2025-18



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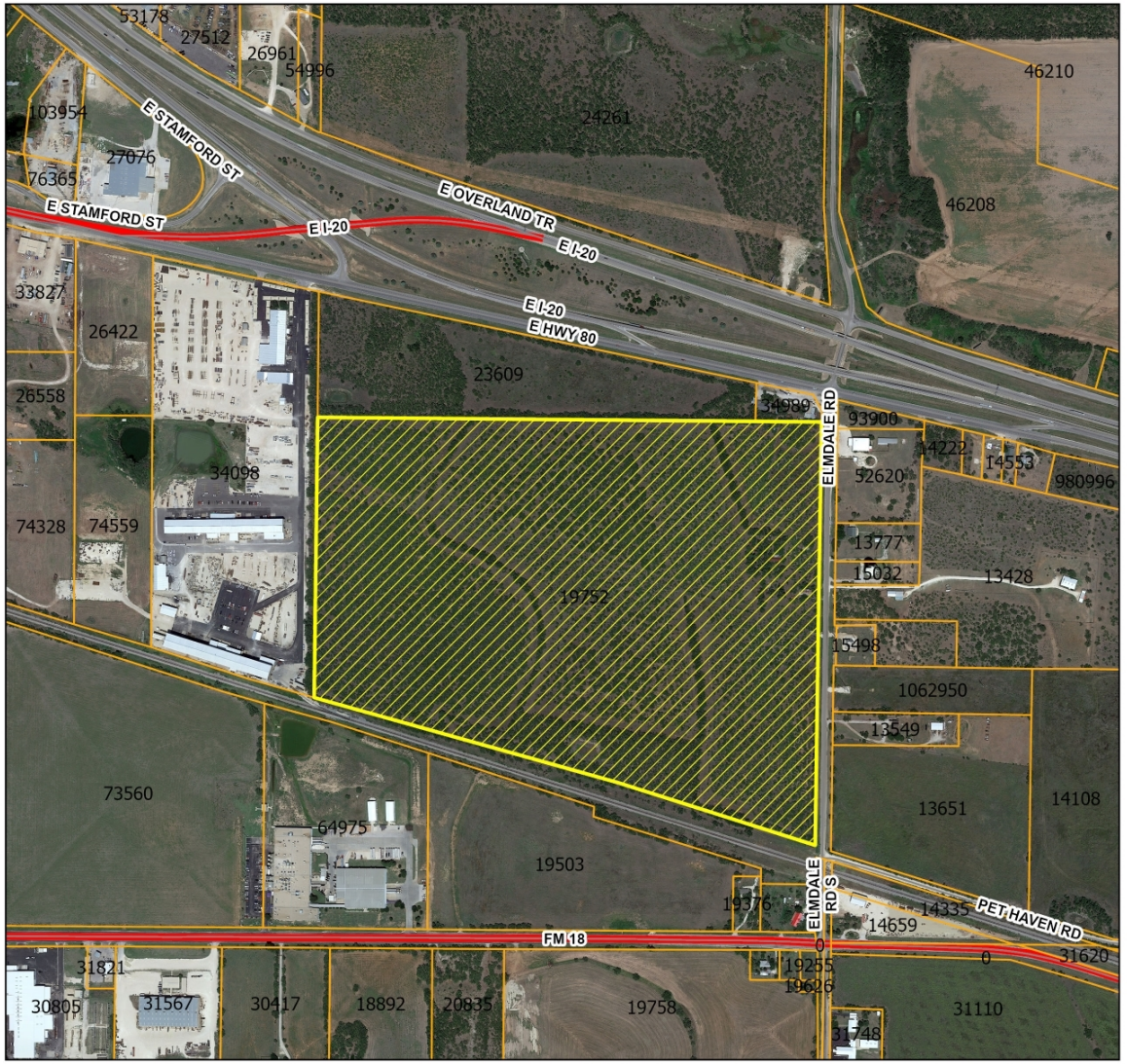
6) There has been 3 breakins and robberies up Elmdale by RV park project in last 6 months

CONDITIONAL USE PERMIT

Case:	CUP-2025-18
Owner	Walter Henderson Blackburn, III
Agent:	Corder Norris - eHT
Requests:	A Conditional Use Permit to allow an RV Park in General Commercial (GC) zoning.
Location:	1202 Elmdale Road
Notification:	0 in Favor, 6 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



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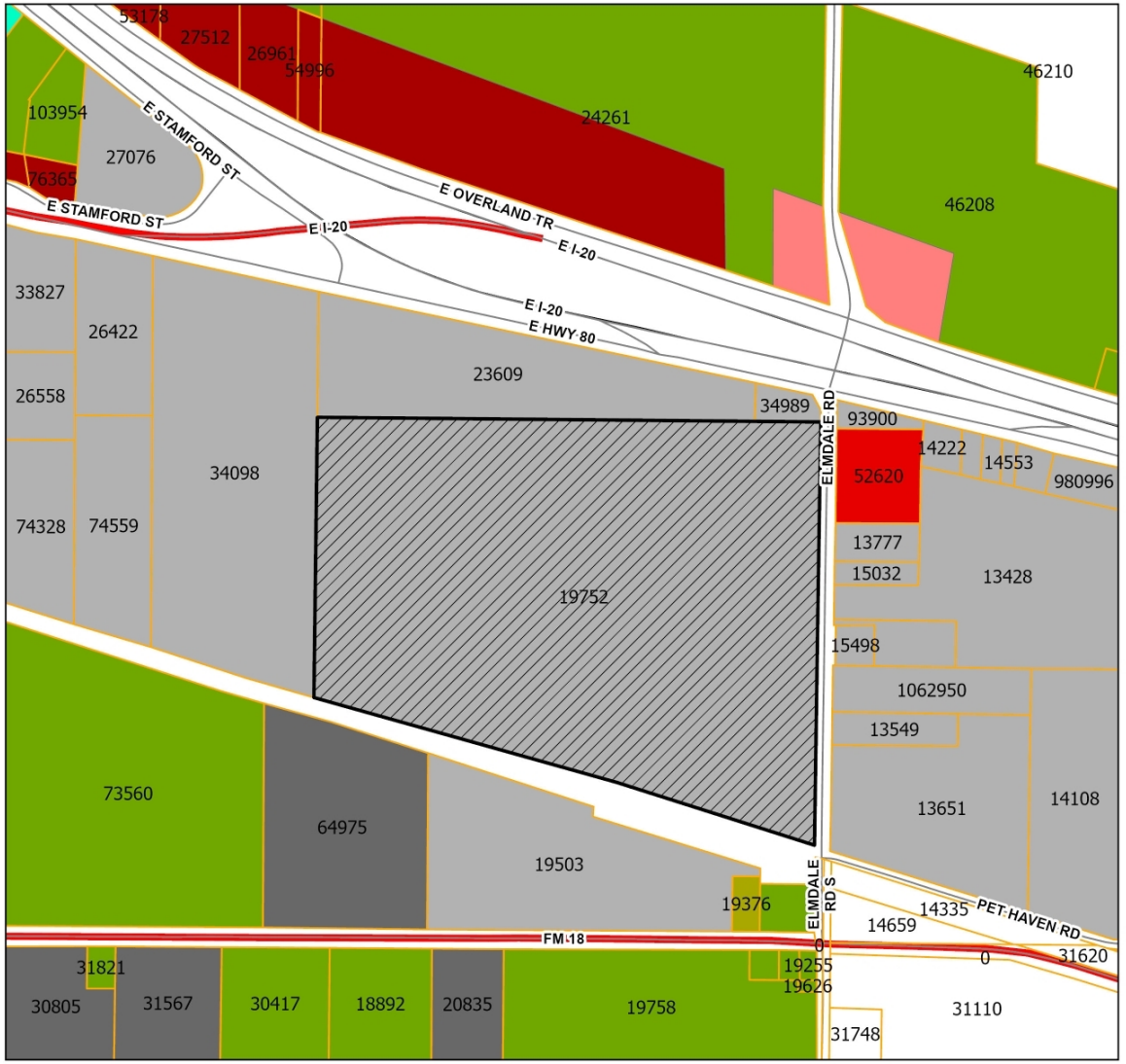
Legend

- CUP-2025-18
- Courier Parcels
- Arterial
- Expressway

0.1 Miles

CITY OF ABILENE TEXAS

ZONING MAP



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Legend

- CUP-2025-18
- Courier Parcels
- PD (Planned Development)
- HI (Heavy Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)
- GC (General Commercial)
- GR (General Retail)
- MH (Manufacture/ Mobile Home)
- AO (Agricultural Open)
- Arterial
- Expressway

0.1 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

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:

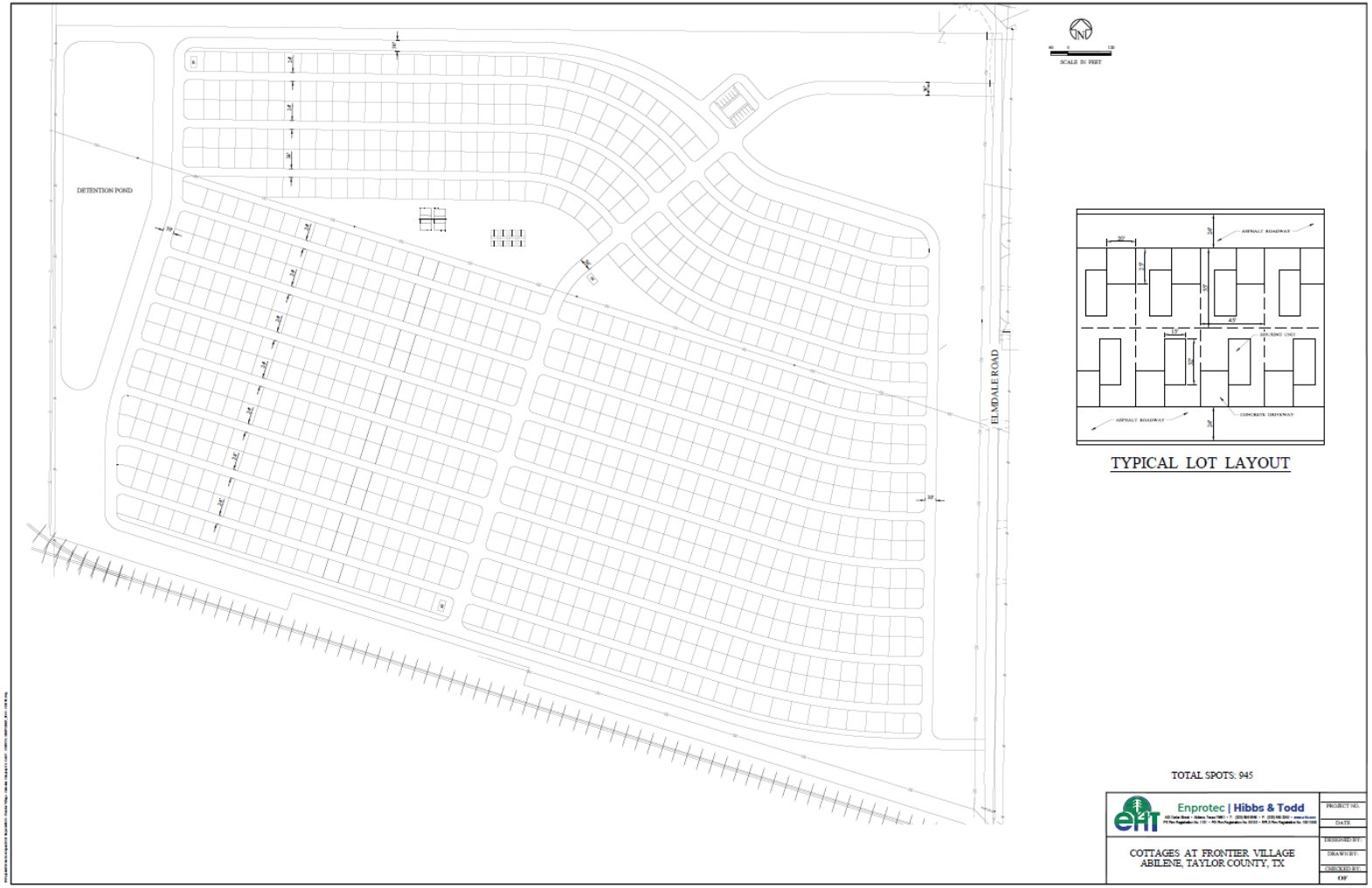
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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**

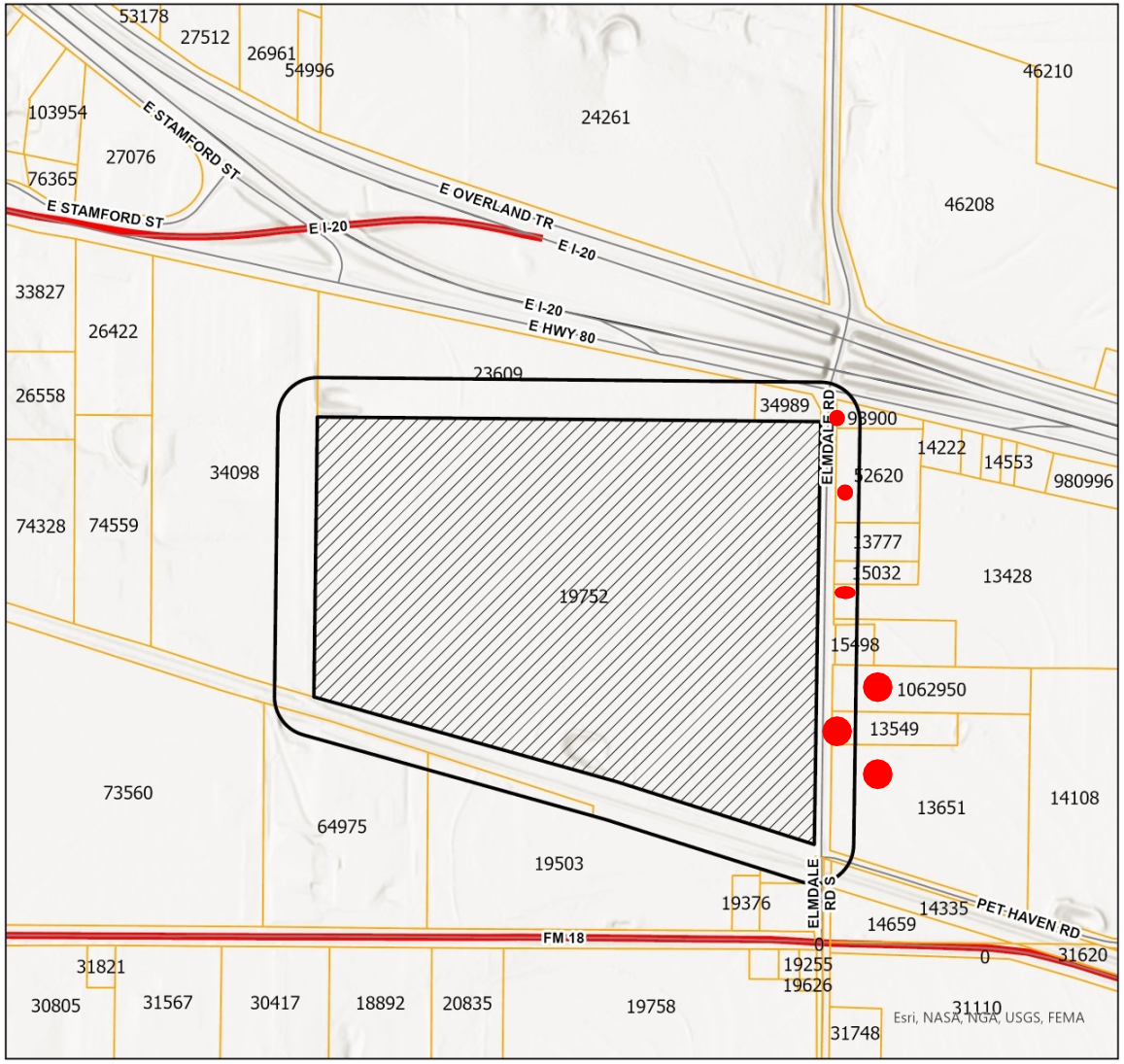
CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
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Legend

- CUP-2025-18
- Notification Area
- Courier Parcels
- Arterial
- Expressway

0.1 Miles

0- In Favor-

6- Opposed-

11.0% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommends: **Approval** subject to the Plan of Operation and concept plan.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **23. Ordinance (First Reading) Z-2025-45: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Agricultural Open (AO) To Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 2.5 acres from Agricultural Open (AO) to Residential Single-Family (RS-6) located at 3557 FM 1750.

Because rezoning from AO to RS-6 provides for more residential uses, a 60% opposition is required, rather than a 20% opposition.

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. Staff Report
3. application
4. 3549 FM 1750
5. 3551 FM 1750
6. 889 Hardison Ln
7. Presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 18th day of December, 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 14th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

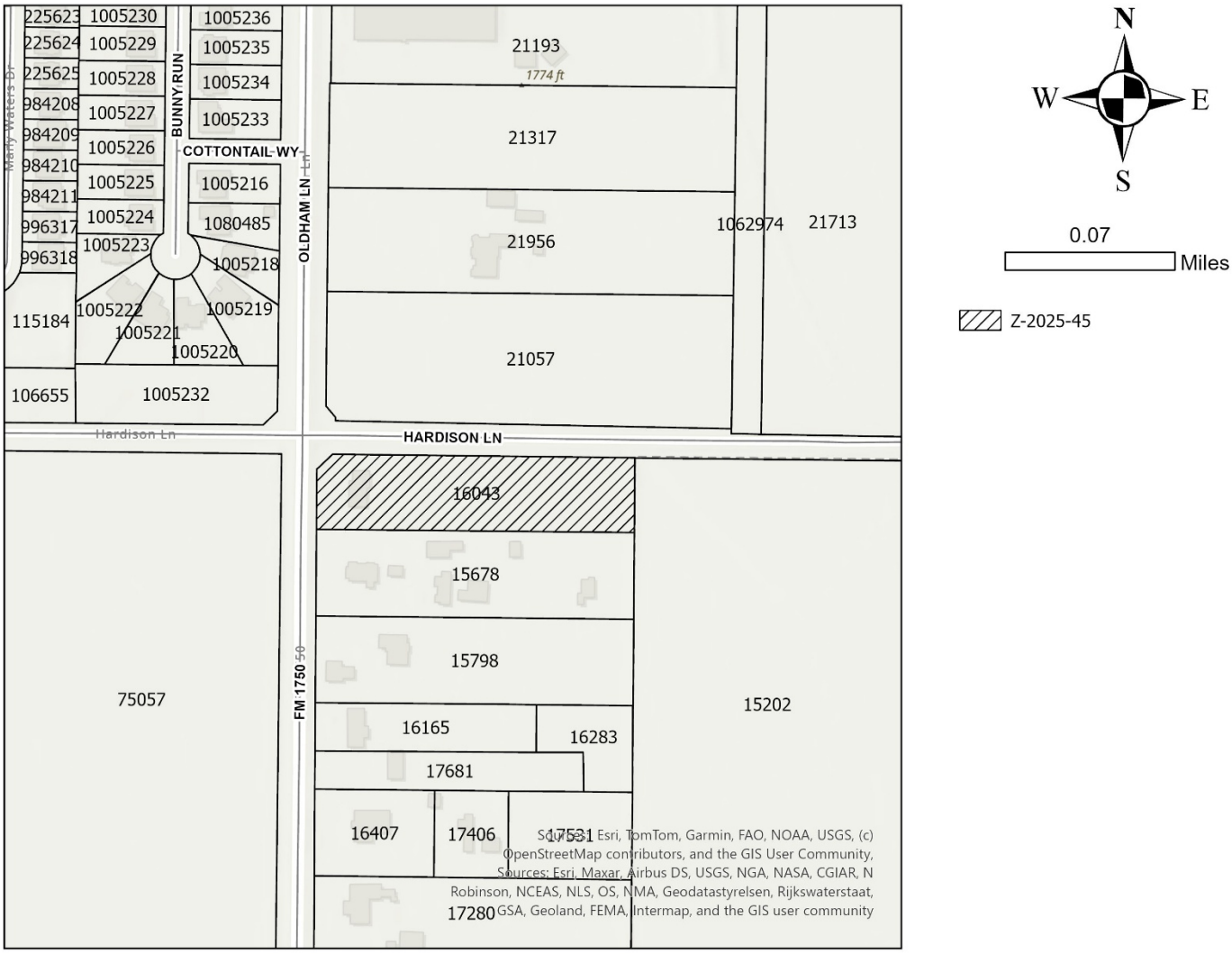
Change the zoning of approximately 2.5 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Legal description as follows:

BEING A 2.5 ACRE TRACT OUT OF A 25.5 ACRE TRACT OUT OF THE WEST 40 ACRES OF THE NORTHWEST ¼ OF SECTION 7, LUNATIC ASYLUM LANDS, TAYOR COUNTY, TEAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORHTWEST CORNER OF SAID 25.5 ACRE TRACT ON THE EAST RIGHT OF WAY LINE OF F.M. HWY 1750, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 7 BEARS NORTH 22' AND WEST 40';
THENCE S 89°49'E 637.0' ALONG THE LINE OF AN OLD FENCE ALONG THE SOUTH LINE OF A PUBLIC ROAD TO AN IRON PIN SET IN THE OLD FENCE LINE ALONG THE EAST SIDE OF SAID WEST 40 ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 25.5 ACRE TRACT;
THENCE S 0°02W' 171.0' ALONG THE SAID OLD FENCE LINE TO AN IRON PIN;
THENCE N89°49'W 636.9' TO AN IRON PIN IN THE EAST RIGHT OF WAY LINE;
THENCE N 171.0' ALONG SAID RIGHT OF WAY TO THE PLACE OF BEGINNING AND CONTAINING 2.50 ACRES, MORE OR LESS.

Located at 3557 FM 1750.

ORDINANCE NO. _____



END

ZONING CASE
Z-2025-45
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Agent: Christopher Hart
Owner: Skip Row Properties LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 2.5 acres from Agricultural Open (AO) to Residential Single-Family (RS-6).

Location
Located at 3557 FM 1750. Legal description being approximately 2.5 acres out of an Original 25.5-acre Tract Out of the West 40 Acres of the Northwest ¼ Of Section 7, Lunatic Asylum Lands, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 2009 as Agricultural Open (AO). There is currently a residence on the property that was built in the 60s.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant Lot
East	County	Residence
South	AO	Residence
West	AO	Residence

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

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

P&Z Recommendation
P&Z recommends **approval.**

Attachments

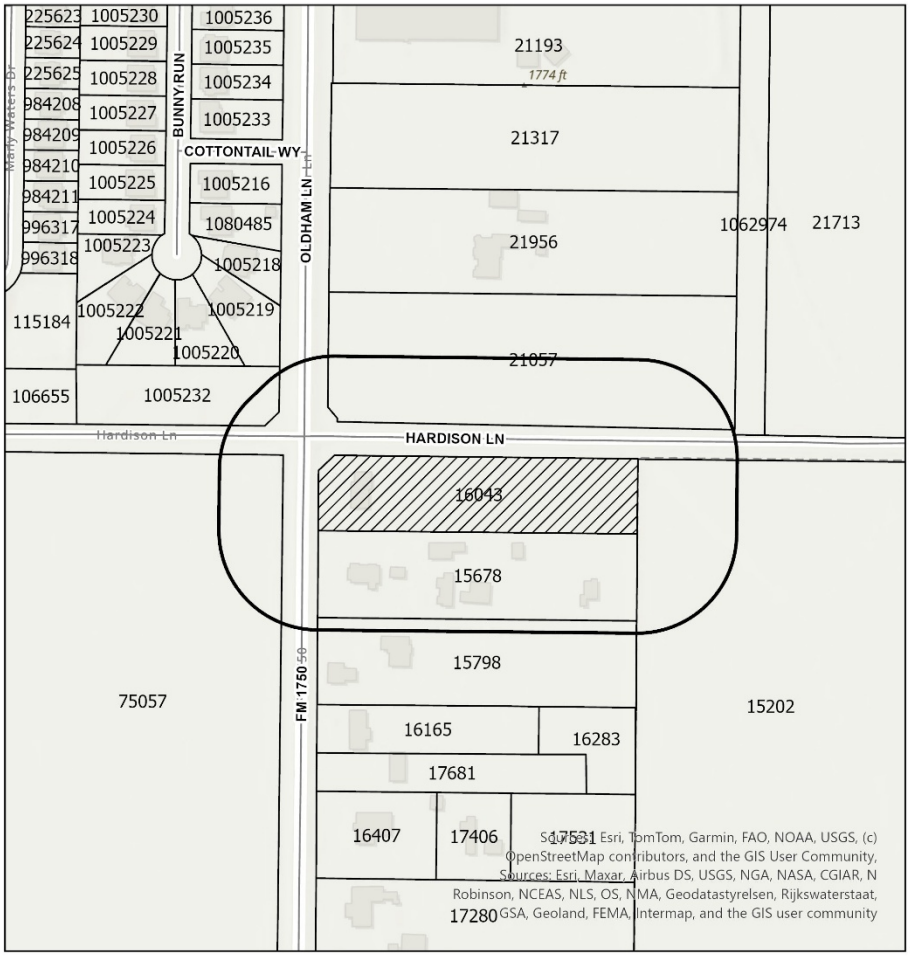
- PowerPoint Presentation
- Metes & Bounds
- Application

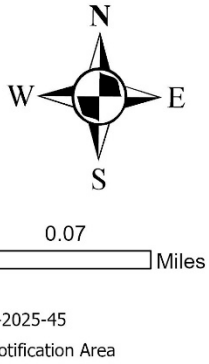
Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

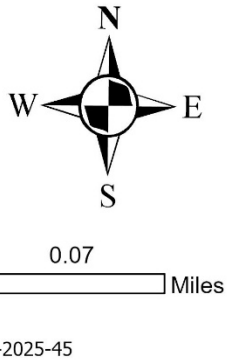
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CAMPBELL JIMMY WAYNE &	21057		
DRAPER KENDON & WHITNEY	15678	3551 B FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 C FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 A FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 FM 1750	O
FOURNIER JERE L & ELAINE G	15798	3549 FM 1750	O
GREENWOOD GRANT & SIERRA	16043	3557 FM 1750	
MC LEOD WANDA	75057	889 HARDISON LN	O
PACK SADDLE PRAIRIE LLC	1005232		
TILBROK EVELYN	15202	1233 HARDISON LN	

NOTIFICATION MAP

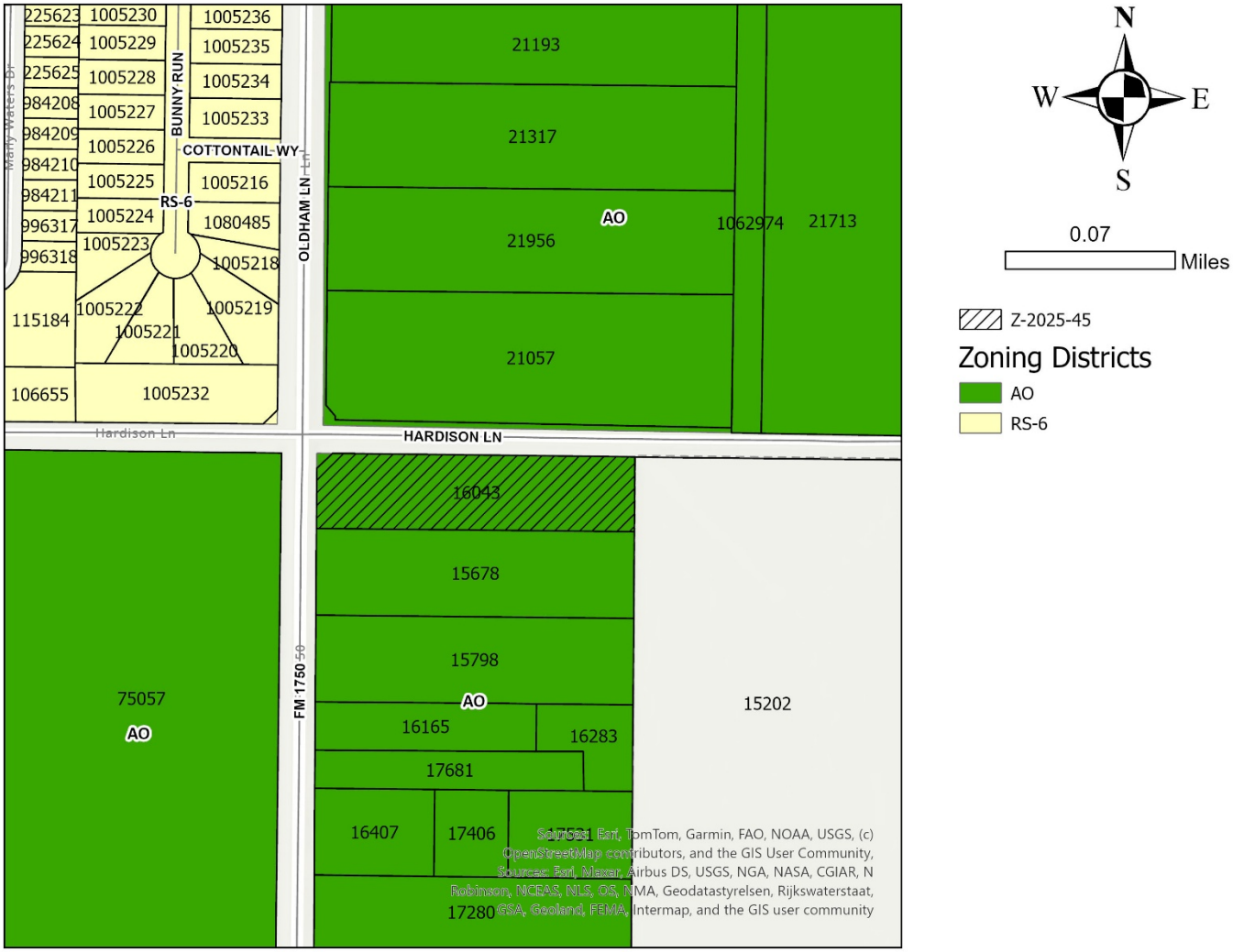




LOCATION MAP

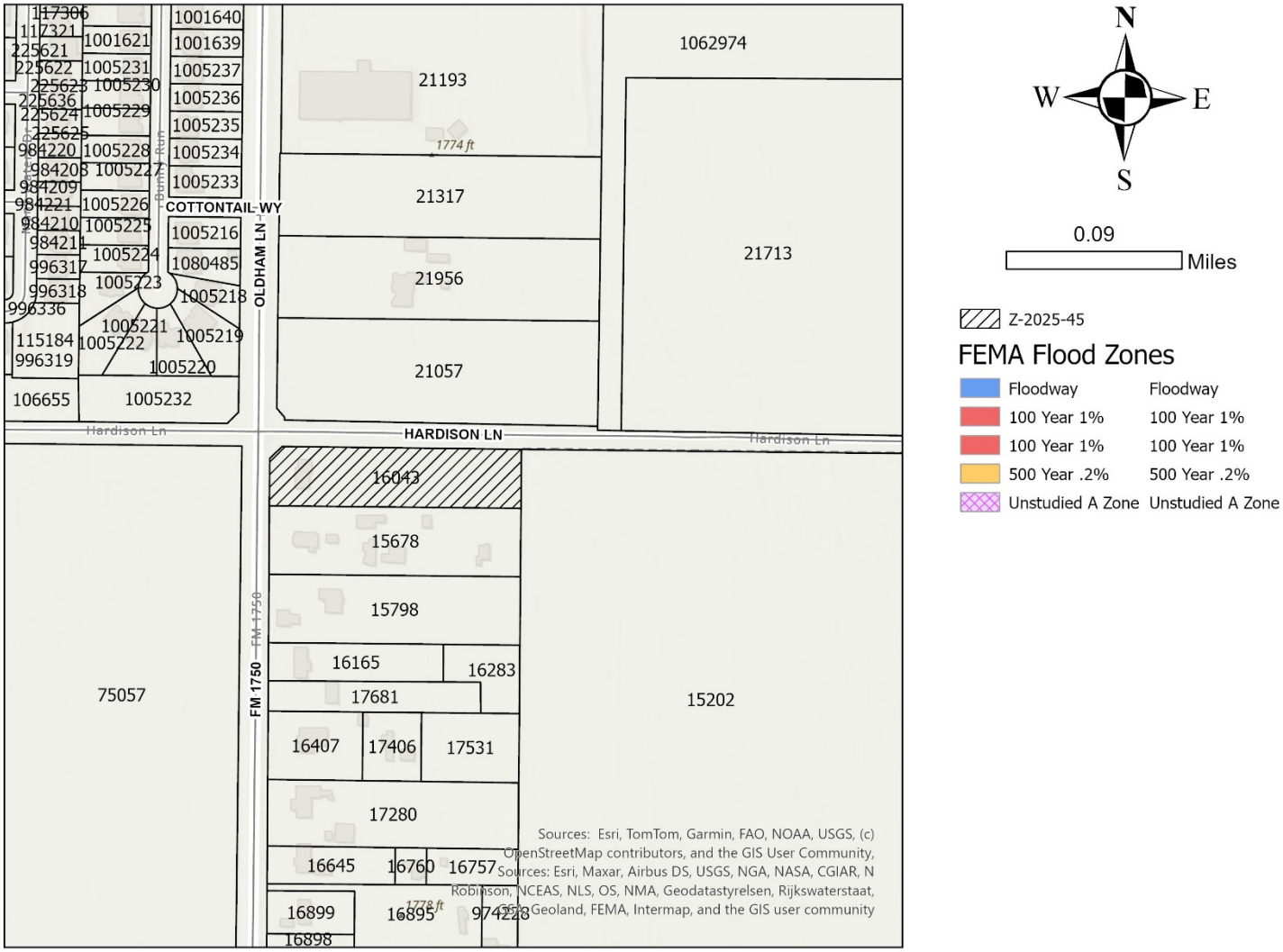


ZONING MAP



Case # Z-2025-45
November 17, 2025

FLOOD MAP



Case # Z-2025-45
November 17, 2025

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: Skip Row Properties Re-plat

Address: 3557 FM 1750, Abilene, Tx 79602 Number of Lots: 1 Acreage: 2.4897

Legal Description: A0999 SUR 7 L A L NW/4, Tract PT1, Acres 2.4897

Subdivision Name: A0999 Block: Lot:

Current Zoning: AO Proposed Zoning (if applicable): RS-6 with a CUP to allow duplexes

OWNER AND AUTHORIZATION

Owner Name: Skip Row Properties LLC

Address: PO Box 559

City, State, Zip: Tye, Tx. 79563 Fax:

Phone: 325-513-0047 Email: skiprowproperties@gmail.com

Agent Name: Christopher Hart

Address: 195 Newhouse Dr.

City, State, Zip: Abilene, Tx. 79606 Fax:

Phone: 325-513-0047 Email: skiprowproperties@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: Date: 9-24-25

FOR OFFICE USE ONLY

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

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

I would like to build nice new homes and or duplexes to help alleviate some of the current rental property shortage.

Fees

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

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

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

   Yes

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

   Yes

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

   Yes

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

   No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: A0999
Total Number of Acres: 2.4897
Zoning Classification(s): Agriculture Open
Total Number of Lots: 1
Location: 3357 FM 1750, Abilene, Tx 79602

Property Owner Information & Authorization

Name/Company: Skip Row Properties LLC
Address: PO Box 559
City: Tye State: Tx Zip Code: 79563
Phone: 325-513-0047 Email: skiprowproperties@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: [signature] **Date:** 10-27-25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Christopher Hart (*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 27th day of October, 2025

MARGARET ADAMS
My Notary ID # 8004875
Expires February 1, 2029

Margaret Adams
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

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

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☒ 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)*: Christopher Hart

Property Owner ☐ ☒ Project Representative ☐

Signature of Certifying Person:

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

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 10-27-25

If opposed, please provide comments:

WE have 4 RENTAL units on PARCEL # 15678 ALREADY. Two are delapidated totally. WE have had Law enforcement issues at two of these. Neighbor to my South had his shed broke into. I had to chase one tenant on a motorcycle at 4:00 Am riding on my property. Rentals breed problems. In our semi-RURAL AREA, Renters tend to be not RESPECTful of others due to their Loose atitudes towards others. WE moved here for the peace and quiet. No more Rentals.

11/19/25

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-45

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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.

NOV 25 PM 3:05

Requestor's Property Zoning:	AO	Your Name:	FOURNIER JERE L &	I am in favor ☐
Requestor's Proposed Zoning:	RS-6	Your Address:	3549 FM 1750	
Requestor's Parcel ID:	16043	Your Parcel ID:	15798	I am opposed ☒

Signature: Jere L. Fournier

Outlook

Opposition to Zoning Cases Z-2025-45 and CUP-2025-19

From Kendon Draper <kendondraper@gmail.com>
Date Mon 12/1/2025 3:19 PM
To Planning Services <planning@abilenetx.gov>

Dear Members of the Zoning & Planning Commission,

My name is Kendon Draper, and I own the property directly next door to the land involved in zoning cases Z-2025-45 and CUP-2025-19.

I'm writing to respectfully oppose the rezoning and the Conditional Use Permit for duplexes. I'd like to share a few reasons why.

1. What's Already Happened Next Door Isn't Reassuring

Less than a year ago, the owners clear-cut the entire front property — and when I say "clear-cut," I mean *all at once*. One day there were trees; the next day it looked like a lunar landing zone. I'm still not sure if NASA was involved.

Not long after that, I had a bee infestation for the first time in decades of family ownership. Now, I'm not saying the bees held a meeting and voted to relocate because of the deforestation next door — but the timing makes it pretty suspicious.

The house on the front of the property, which was under remodel, now looks abandoned and has for months. At this point, the weeds in the bar ditch are tall enough to apply for their own ZIP code.

Based on what I've seen so far, I'm concerned that adding duplexes will only multiply the maintenance issues and leave the neighborhood dealing with the fallout.

2. Duplexes Don't Fit the Character of This Area

This part of the community is made up of older, established homes, many owned by long-time families who take care of their property because they've lived here forever. There are no duplexes in the area, and no multi-family housing to speak of.

Approving duplexes here would be like dropping a strip mall in the middle of a hay field — it just doesn't fit.

3. Infrastructure Is Already Struggling, No Need to Add a Workout Plan

Traffic in this area is already rough, especially with the new school nearby. I now have a flashing school-zone sign in my bar ditch, reminding me every morning that the road is packed… again.

On top of that, this area is known to have limited water supply. If we're already rationing water like it's gold, adding duplexes isn't going to help. We all got the recent price hike, this isn't new information.

4. Duplexes Could Bring Changes the Neighborhood Isn't Built For

My concerns include:

- More traffic and more accidents along the roadway
- More noise
- More strain on utilities
- And a general shift away from the quiet, rural, steady atmosphere that's defined this area for decades

When you combine these concerns with the property's current lack of maintenance, I'm worried about what the long-term reality would look like.

5. Simply Put: This Just Isn't the Right Spot

I'm not against growth. I'm not even against responsible development. But duplexes right here, right now — next to both heavy school traffic and aging infrastructure — don't seem like a good fit for the community or for the families who live nearby.

For these reasons, I respectfully ask the Commission to deny zoning cases Z-2025-45 and CUP-2025-19.

Thank you for your time and for hearing the concerns of those who know this area well. If you need any more information from me, I'm happy to help.

Sincerely,

Kendon Draper
Adjacent Property Owner
3551 FM 1750
Abilene, TX 79602
Parcel ID:15678
325-725-4452

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-45

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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.

NOV 26 PM 2:06

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

Requestor's Property Zoning:	AO	Your Name:	MC LEOD WANDA	I am in favor ☐
Requestor's Proposed Zoning:	RS-6	Your Address:	889 HARDISON LN	
Requestor's Parcel ID:	16043	Your Parcel ID:	75057	I am opposed ☑

Signature: Wanda Mc Leod

If opposed, please provide comments:

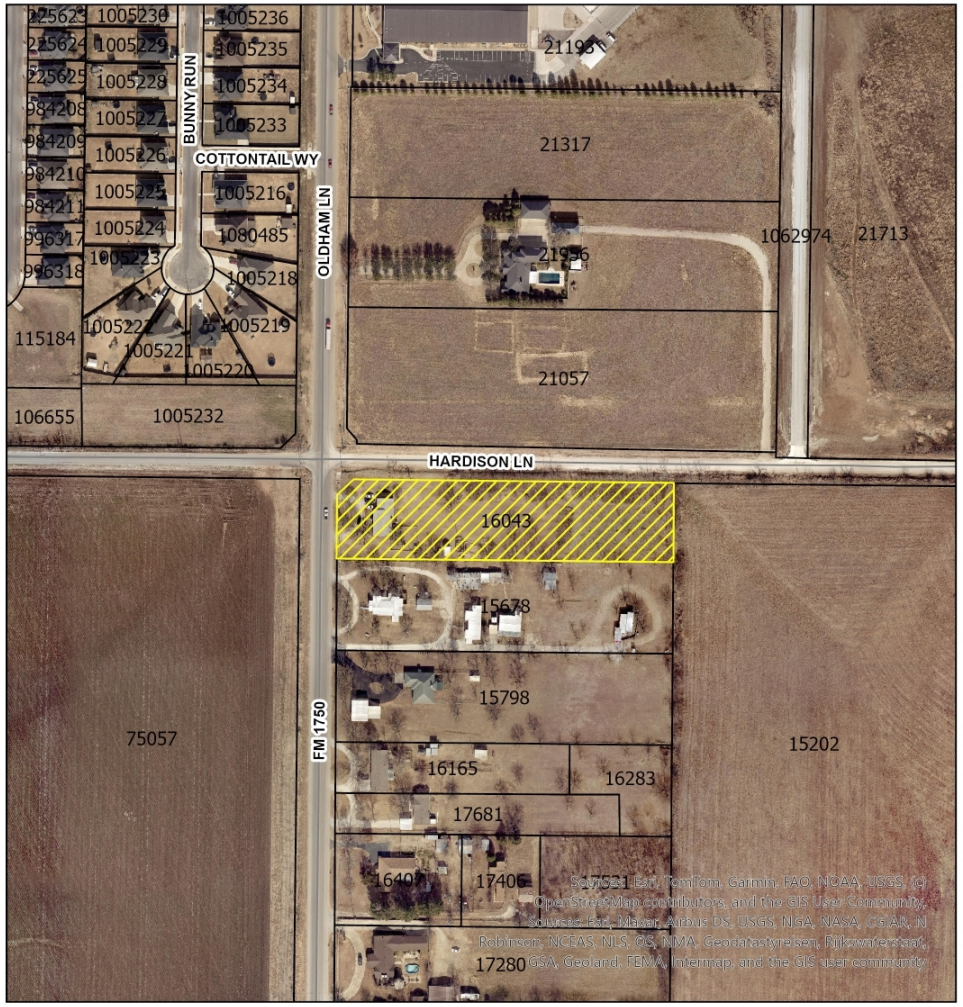
Hardison Lane + 1750 are too crowded as it is. Hardison is hardly wide enough for a car to meet another car. With 3 schools within a mile of each other morning + evening the traffic is too much for that area.

REZONE REQUEST

Case:	Z-2025-45
Agent:	Christopher Hart
Owner:	Skip Row Properties LLC
Request:	Change the zoning of approximately 2.5 acres from Agricultural Open (AO) to Residential Single-Family (RS-6).
Location:	Located 3557 FM 1750
Notification:	0 in Favor, 3 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

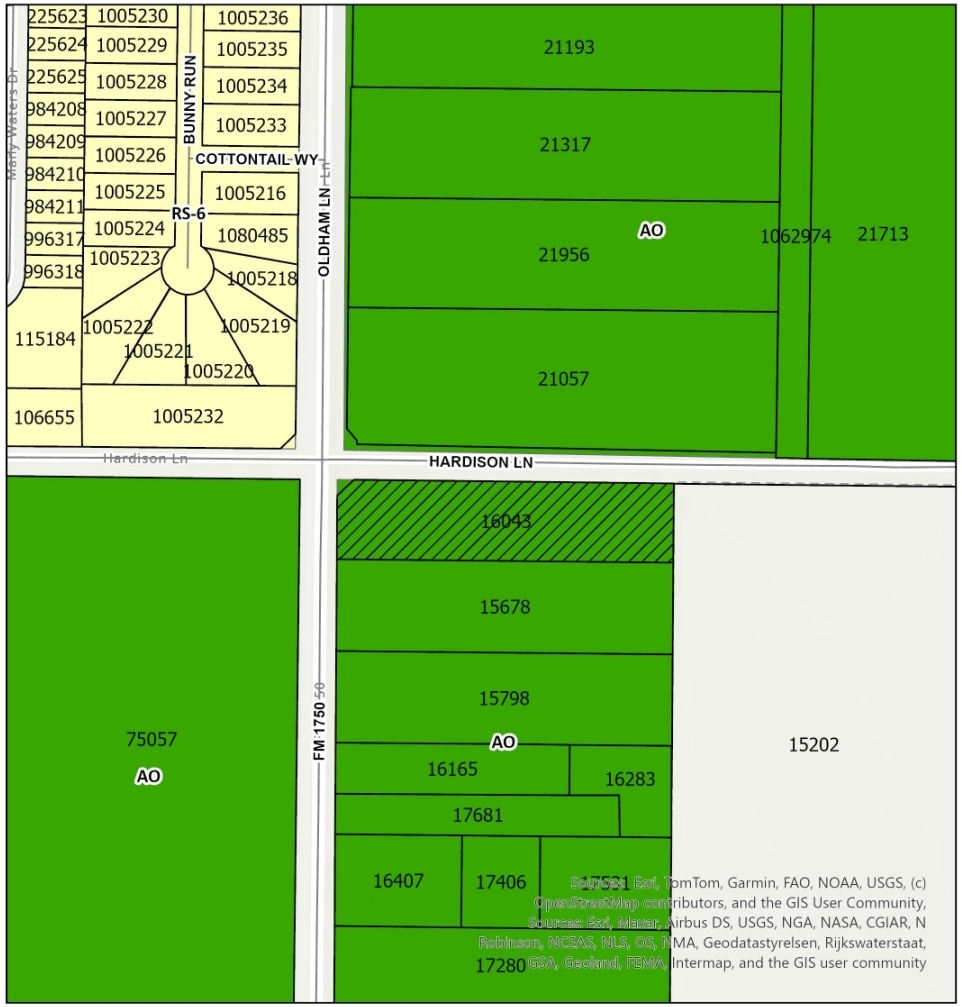


0.07 Miles

Z-2025-45

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

0.07 Miles

Z-2025-45

Zoning Districts

AO

RS-6

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING 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**

CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

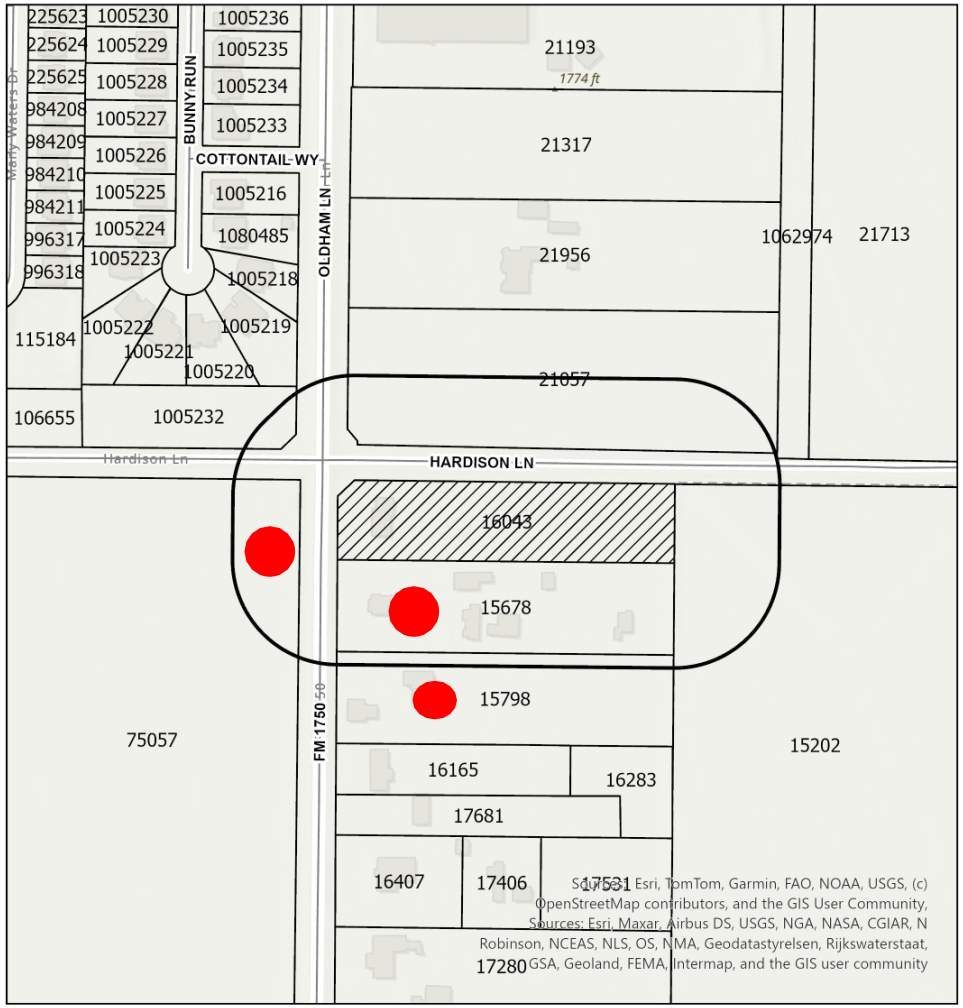
P	Petroleum or Gas Well
P	Urban Garden

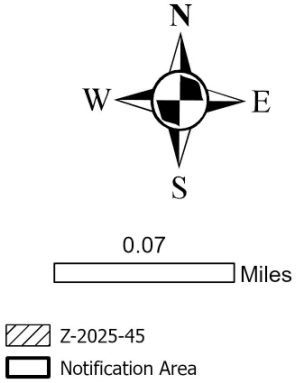
LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - in Favor -

3 - in Opposition –

37.59% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **24. Ordinance (First Reading) CUP-2025-19: 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 Duplexes In Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750.** ***(Tim Littlejohn)***

GENERAL INFORMATION

A Conditional Use Permit to allow for duplexes within Residential Single-Family (RS-6) zoning located at 3557 FM 1750.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval of the Conditional Use Permit, subject to the concept plan.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Concept Plan
4. Application
5. Presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

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 18th day of December, 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 14th day of November, 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 10:00 a.m. on the 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

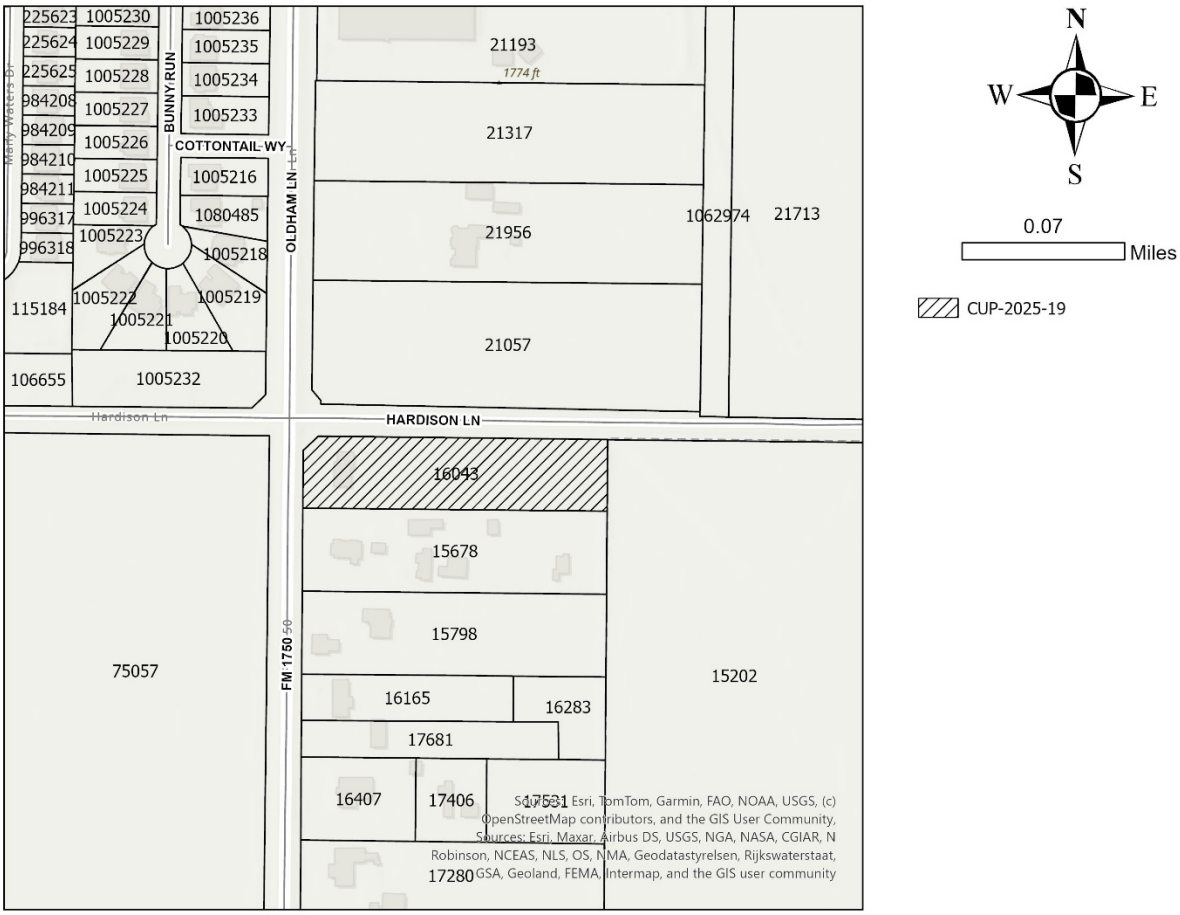
Apply a Conditional Use Permit to allow eight (8) duplexes within Residential Single Family (RS-6) zoning subject to the Concept Plan (EXHIBIT B).

Legal description as follows:

BEING A 2.5 ACRE TRACT OUT OF A 25.5 ACRE TRACT OUT OF THE WEST 40 ACRES OF THE NORTHWEST ¼ OF SECTION 7, LUNATIC ASYLUM LANDS, TAYOR COUNTY, TEAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORHTWEST CORNER OF SAID 25.5 ACRE TRACT ON THE EAST RIGHT OF WAY LINE OF F.M. HWY 1750, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 7 BEARS NORTH 22' AND WEST 40';
THENCE S 89°49'E 637.0' ALONG THE LINE OF AN OLD FENCE ALONG THE SOUTH LINE OF A PUBLIC ROAD TO AN IRON PIN SET IN THE OLD FENCE LINE ALONG THE EAST SIDE OF SAID WEST 40 ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 25.5 ACRE TRACT;
THENCE S 0°02W' 171.0' ALONG THE SAID OLD FENCE LINE TO AN IRON PIN;
THENCE N89°49'W 636.9' TO AN IRON PIN IN THE EAST RIGHT OF WAY LINE;
THENCE N 171.0' ALONG SAID RIGHT OF WAY TO THE PLACE OF BEGINNING AND CONTAINING 2.50 ACRES, MORE OR LESS.

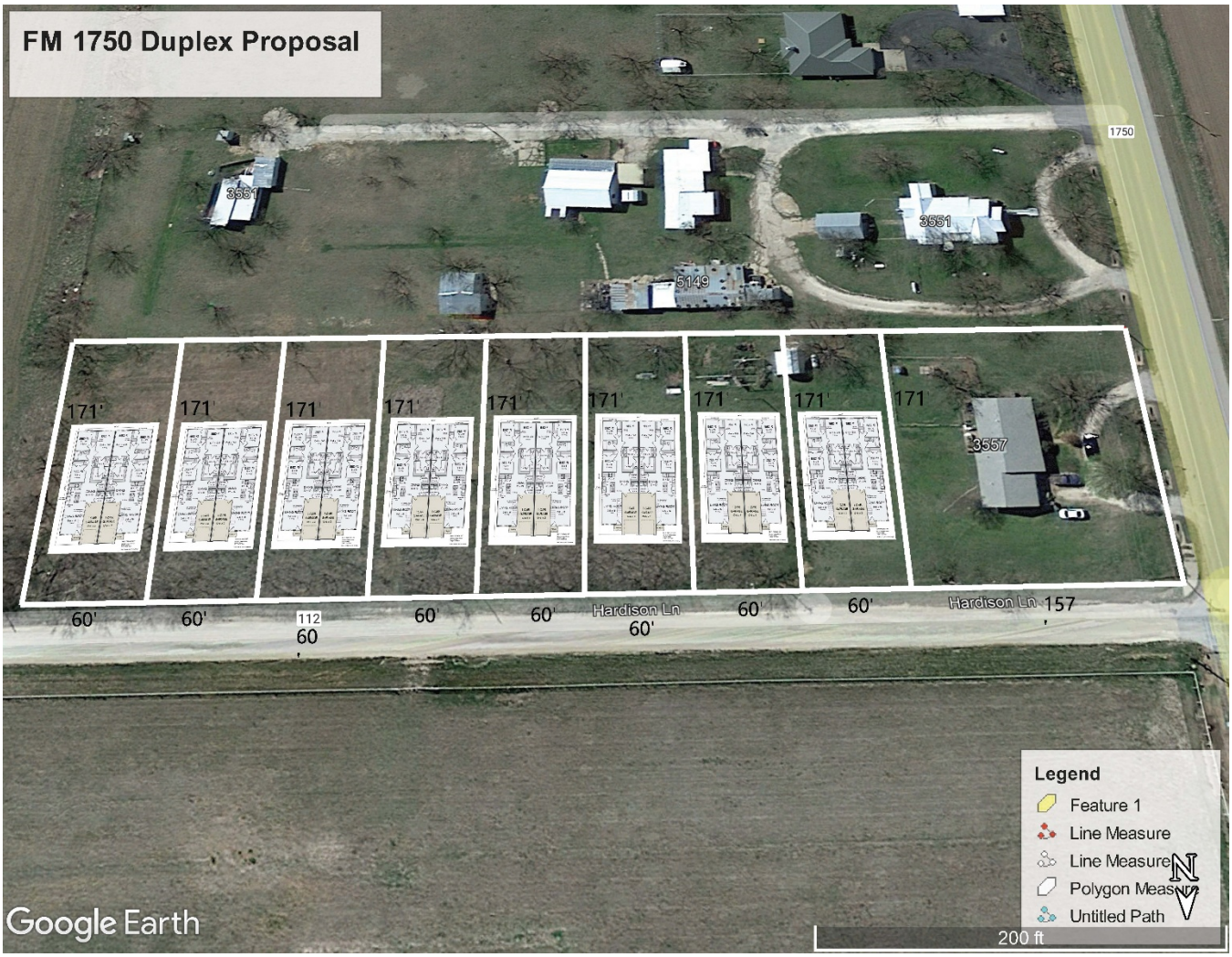
Located at 3557 FM 1750.

ORDINANCE NO. _____



ORDINANCE NO. _____

EXHIBIT B



END

ZONING CASE CUP-2025-19 STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Read: December 18, 2025
City Council 2nd Read: January 8, 2026

Applicant
Owner: Skip Row Properties LLC
Agent: Christopher Hart

Case Manager
Kera Valois – Planner

Request
A Conditional Use Permit to allow for duplexes within Residential Single-Family (RS-6) zoning.

Location
The subject property is located at 3557 FM 1750. Legal description being approximately 2.5 acres out of an Original 25.5-acre Tract Out of the West 40 Acres of the Northwest ¼ Of Section 7, Lunatic Asylum Lands, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 2009 as Agricultural Open (AO). There is currently a residence on the property that was built in the 60s. The applicant is proposing to subdivide the existing lot into 9 individual lots. One lot will include the existing residence, while the remaining 8 lots will each have a duplex.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant Lot
East	COUNTY	Residence
South	AO	Residence
West	AO	Residence

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

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is consistent with the requirements in Residential Single-Family zoning.
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse**

impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.
The proposed use is compatible with surrounding developments and staff does not believe the use will create adverse impacts.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed use will generate additional pedestrian or vehicular traffic, but staff does not believe it will be hazardous or conflicting with the existing traffic for the neighborhood.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
The proposed use should not generate any adverse effect on adjacent properties.
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 use is compatible with the surrounding uses at this location.

P&Z Recommendation
P&Z recommends **approval** of the Conditional Use Permit, subject to the concept plan.

Attachments

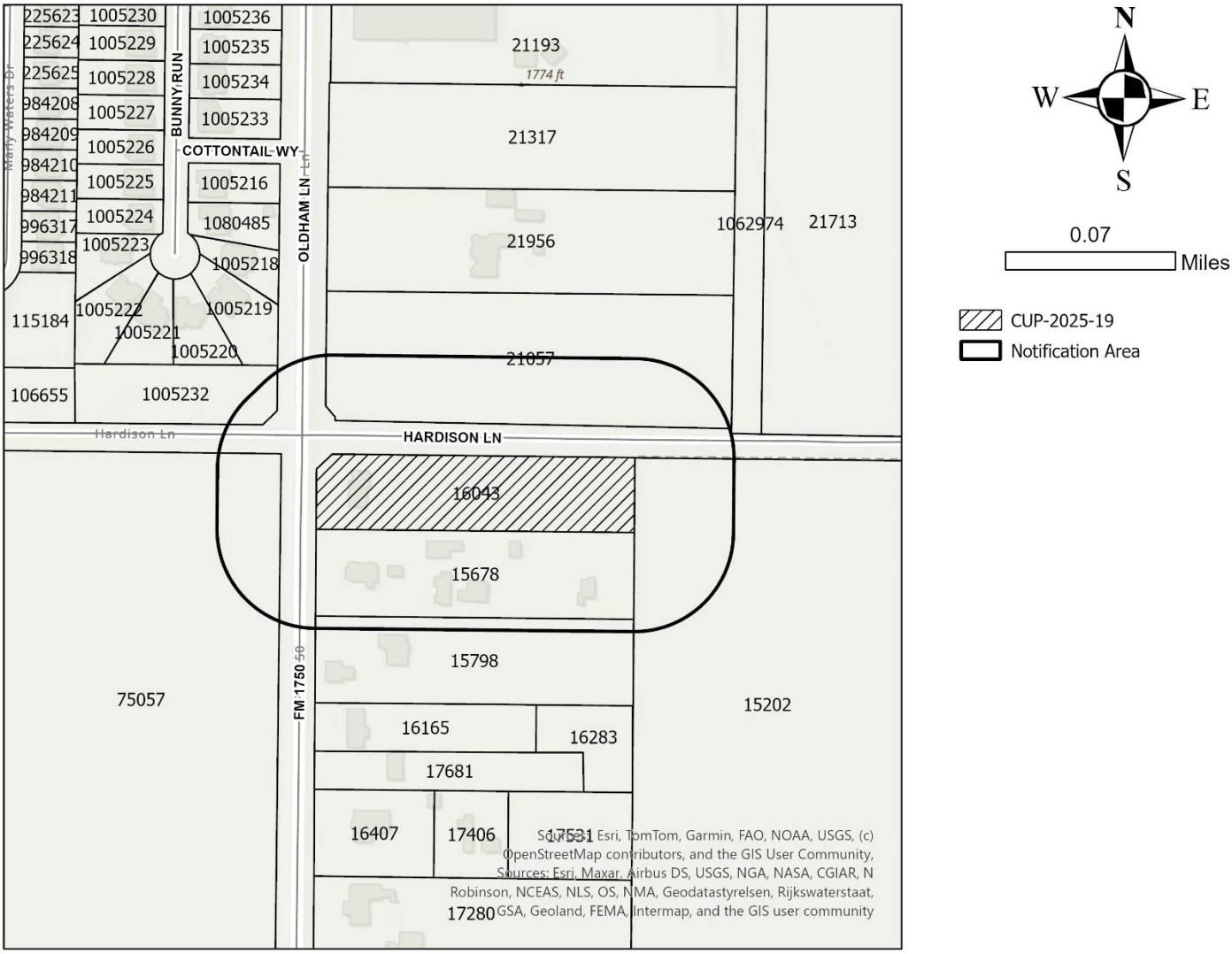
- Concept Plan
- PowerPoint Presentation
- Application

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 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:

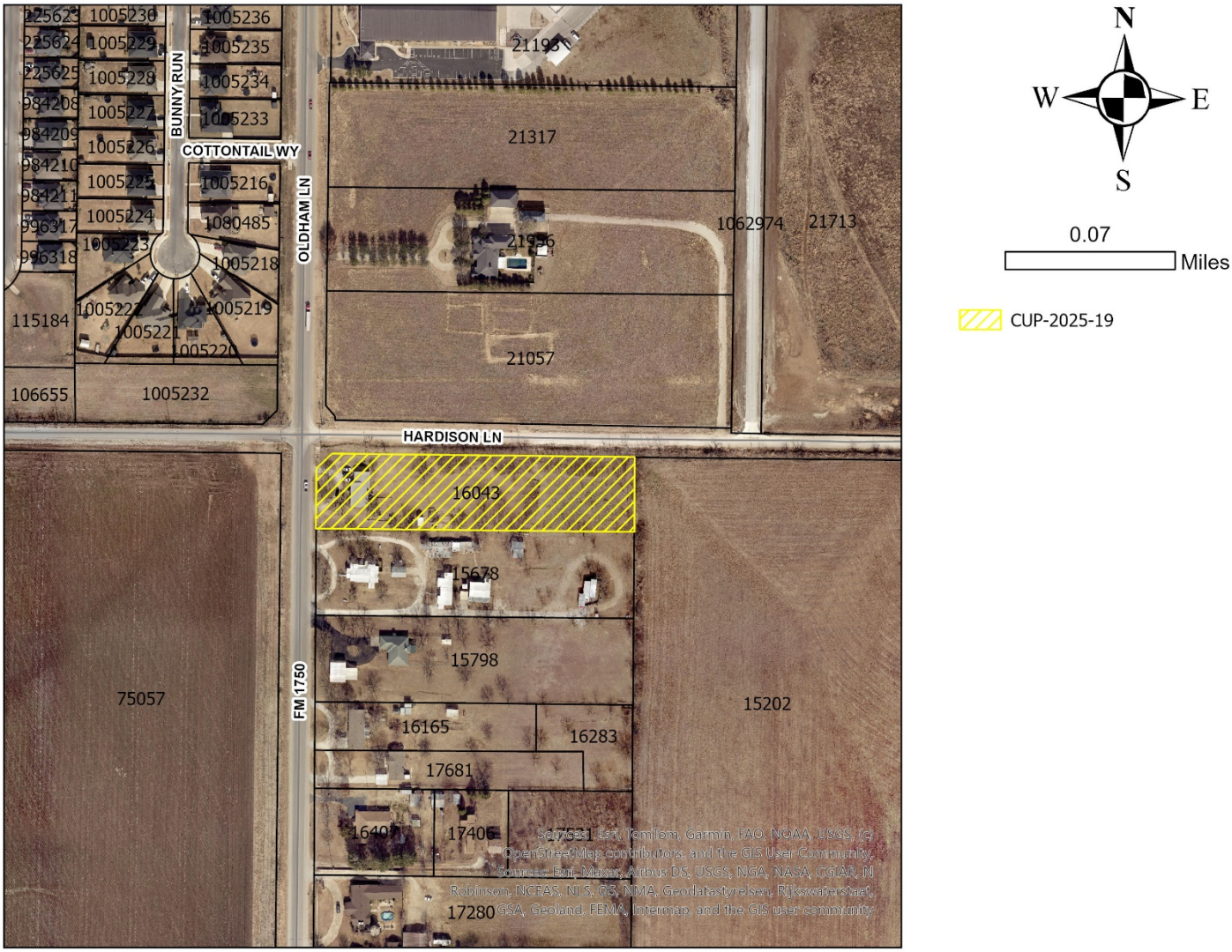
PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CAMPBELL JIMMY WAYNE &	21057		
DRAPER KENDON & WHITNEY	15678	3551 B FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 C FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 A FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 FM 1750	O
FOURNIER JERE L & ELAINE G	15798	3549 FM 1750	O
GREENWOOD GRANT & SIERRA	16043	3557 FM 1750	
MC LEOD WANDA	75057	889 HARDISON LN	O
PACK SADDLE PRAIRIE LLC	1005232		
TILBROK EVELYN	15202	1233 HARDISON LN	

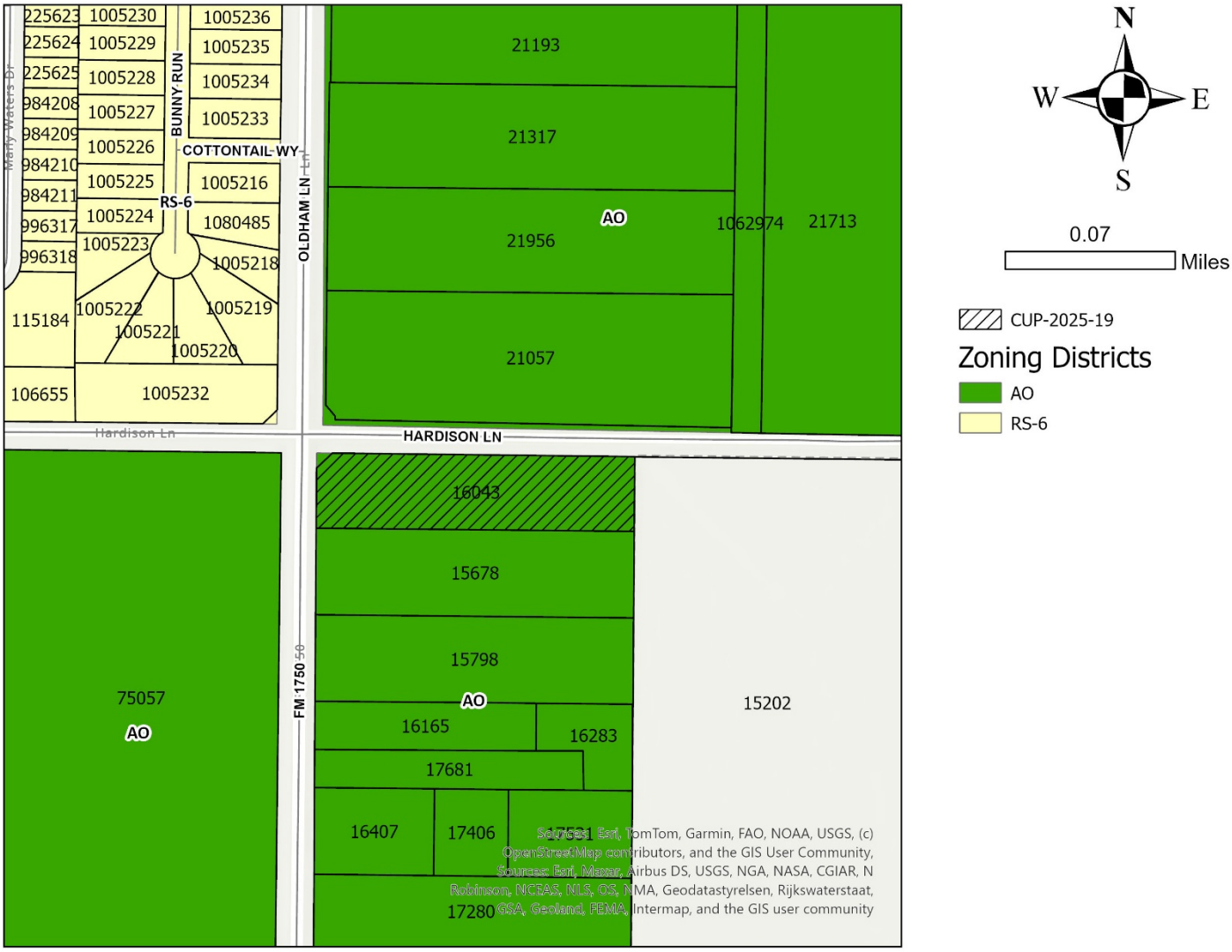
NOTIFICATION MAP



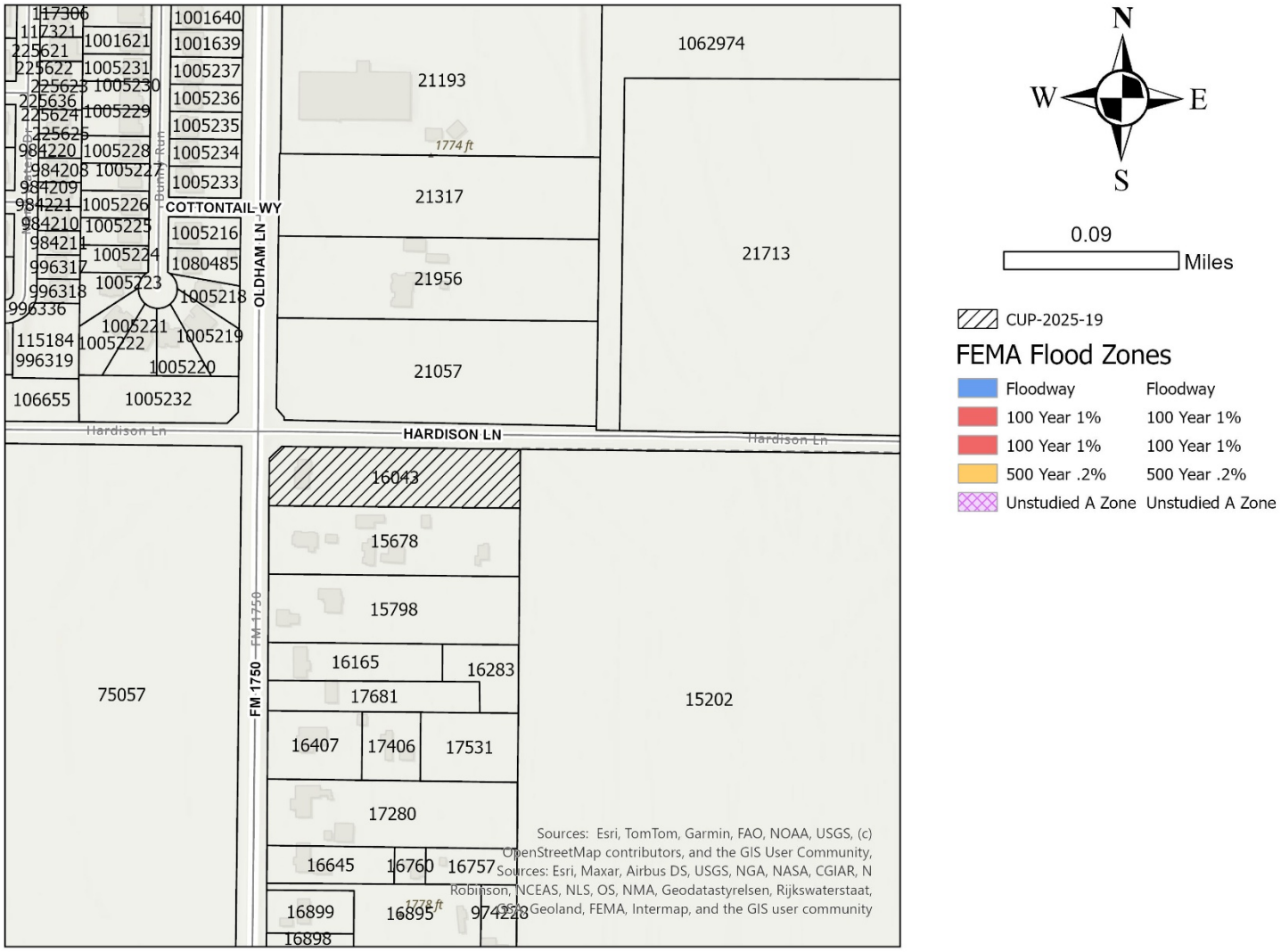
LOCATION MAP



ZONING MAP


225623
225624
225625
984208
984209
984210
984211
996317
996318
1005230
1005229
1005228
1005227
1005226
1005225
1005224
1005223
1005222
1005221
1005220
1005219
1005218
1005216
1005236
1005235
1005234
1005233
1080485
1005232
BUNNY RUN
COTTONTAIL WY
RS-6
OLDHAM LN
Mary Waters Dr
115184
106655
Hardison Ln
HARDISON LN
21193
21317
21956
21057
AO
1062974
21713
75057
AO
FM 1750
16043
15678
15798
AO
16165
16283
17681
16407
17406
17280
15202
N
W
E
S
0.07
Miles
CUP-2025-19
Zoning Districts
AO
RS-6
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

FLOOD MAP


N
W
E
S
0.09
Miles
CUP-2025-19
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
COTTONTAIL WY
OLDHAM LN
HARDISON LN
FM 1750
21193
1062974
21317
21713
21956
21057
16043
15678
15798
16165
16283
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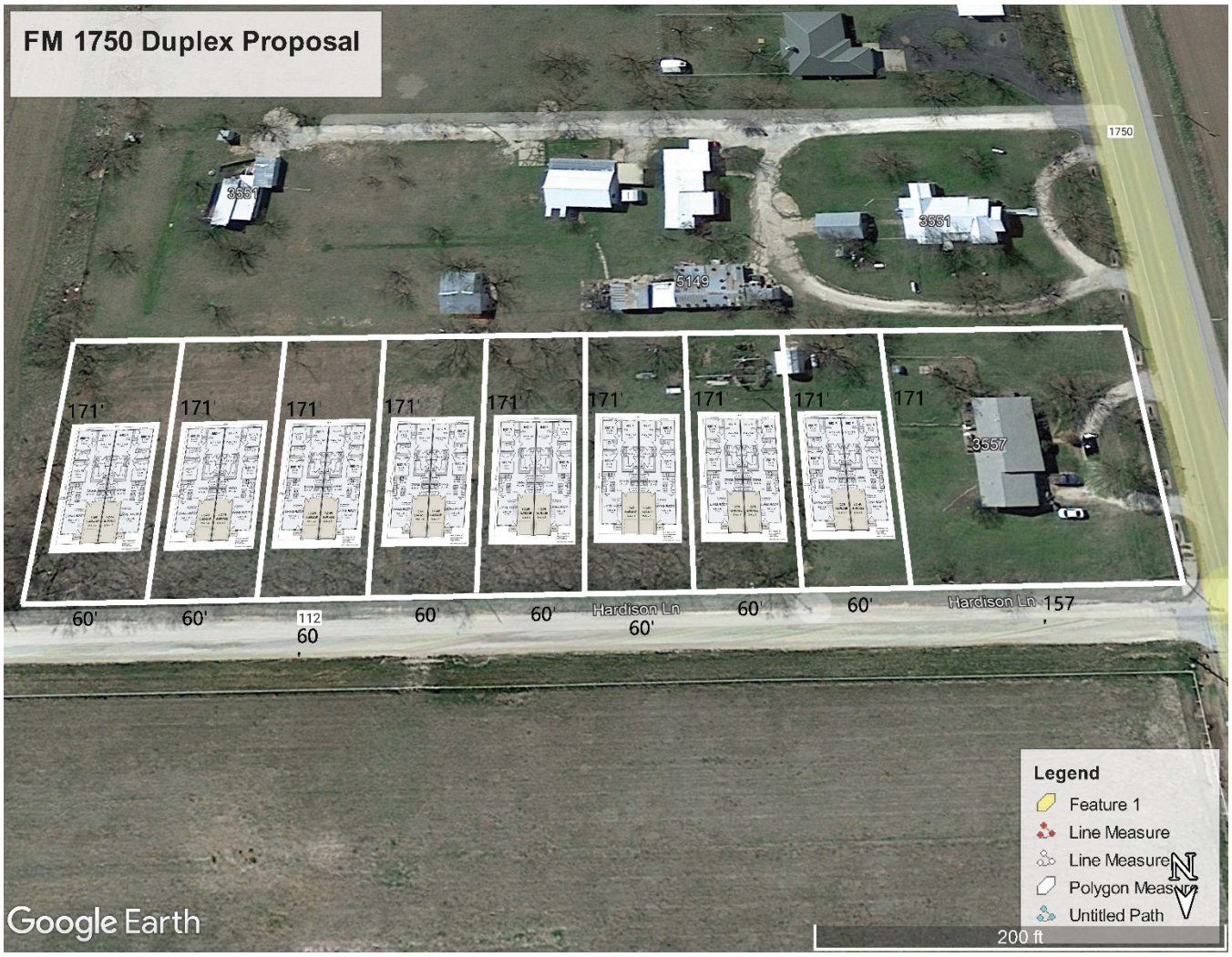
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

CONCEPT PLAN



FM 1750 Duplex Proposal

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: Skip Row Properties Re-plat
Address: 3557 FM 1750, Abilene, Tx 79602 Number of Lots: 1 Acreage: 2.4897
Legal Description: A0999 SUR 7 L A L NW/4, Tract PT1, Acres 2.4897
Subdivision Name: A0999 Block: Lot:
Current Zoning: AO Proposed Zoning (if applicable): RS-6 with a CUP to allow duplexes

OWNER AND AUTHORIZATION

Owner Name: Skip Row Properties LLC
Address: PO Box 559
City, State, Zip: Tye, Tx. 79563 Fax:
Phone: 325-513-0047 Email: skiprowproperties@gmail.com
Agent Name: Christopher Hart
Address: 195 Newhouse Dr.
City, State, Zip: Abilene, Tx. 79606 Fax:
Phone: 325-513-0047 Email: skiprowproperties@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: Date: 9-24-25

FOR OFFICE USE ONLY

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

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

I would like to build nice new homes and or duplexes to help alleviate some of the current rental property shortage.

Fees

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

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

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

   Yes

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

   Yes

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

   Yes

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

   No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: A0999
Total Number of Acres: 2.4897
Zoning Classification(s): Agriculture Open
Total Number of Lots: 1
Location: 3357 FM 1750, Abilene, Tx 79602

Property Owner Information & Authorization

Name/Company: Skip Row Properties LLC
Address: PO Box 559
City: Tye State: Tx Zip Code: 79563
Phone: 325-513-0047 Email: skiprowproperties@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: [signature] **Date:** 10-27-25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Christopher Hart (*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 27th day of October, 2025

MARGARET ADAMS
My Notary ID # 8004875
Expires February 1, 2029

Margaret Adams
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

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

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☒ 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)*: Christopher Hart

Property Owner ☐ ☒ Project Representative ☐

Signature of Certifying Person:

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

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

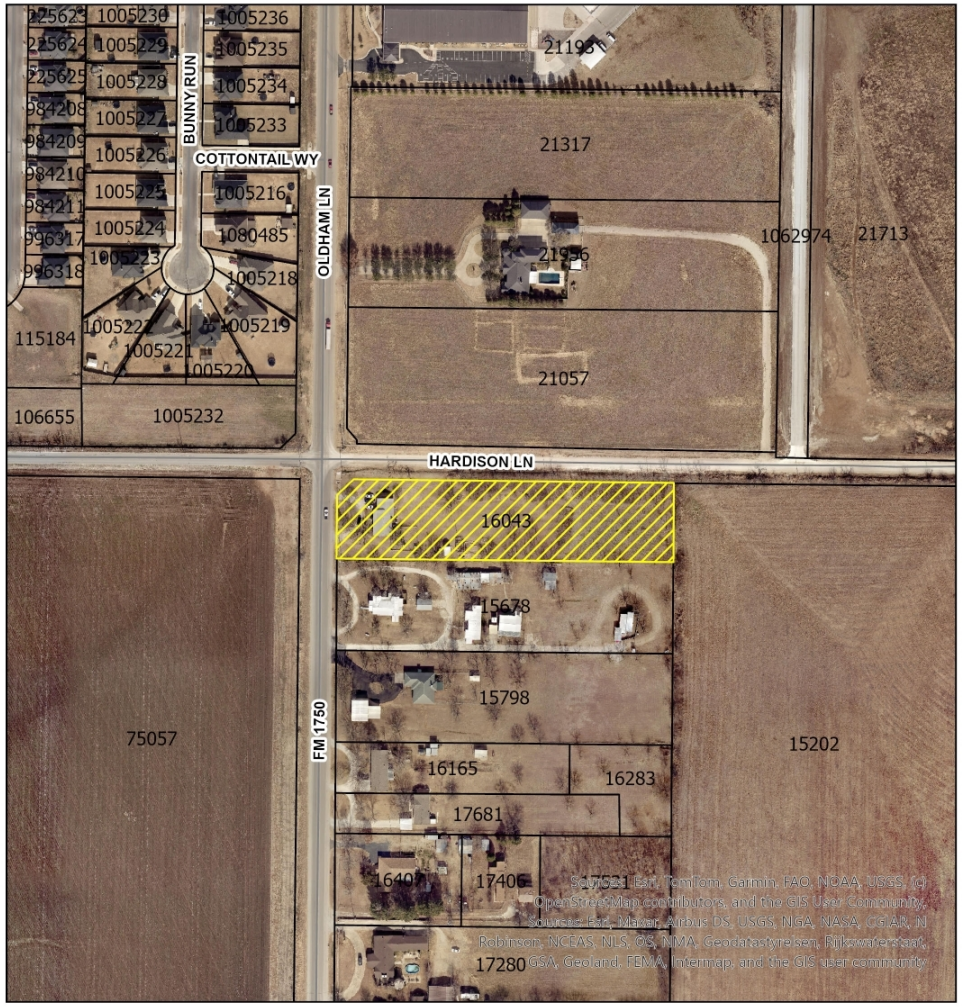
DATE: 10-27-25

CONDITIONAL USE PERMIT

Case:	CUP-2025-19
Agent:	Christopher Hart
Owner:	Skip Row Properties LLC
Request:	A Conditional Use Permit to allow for duplexes within Residential Single-Family (RS-6) zoning.
Location:	3557 FM 1750
Notification:	0 in Favor, 3 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

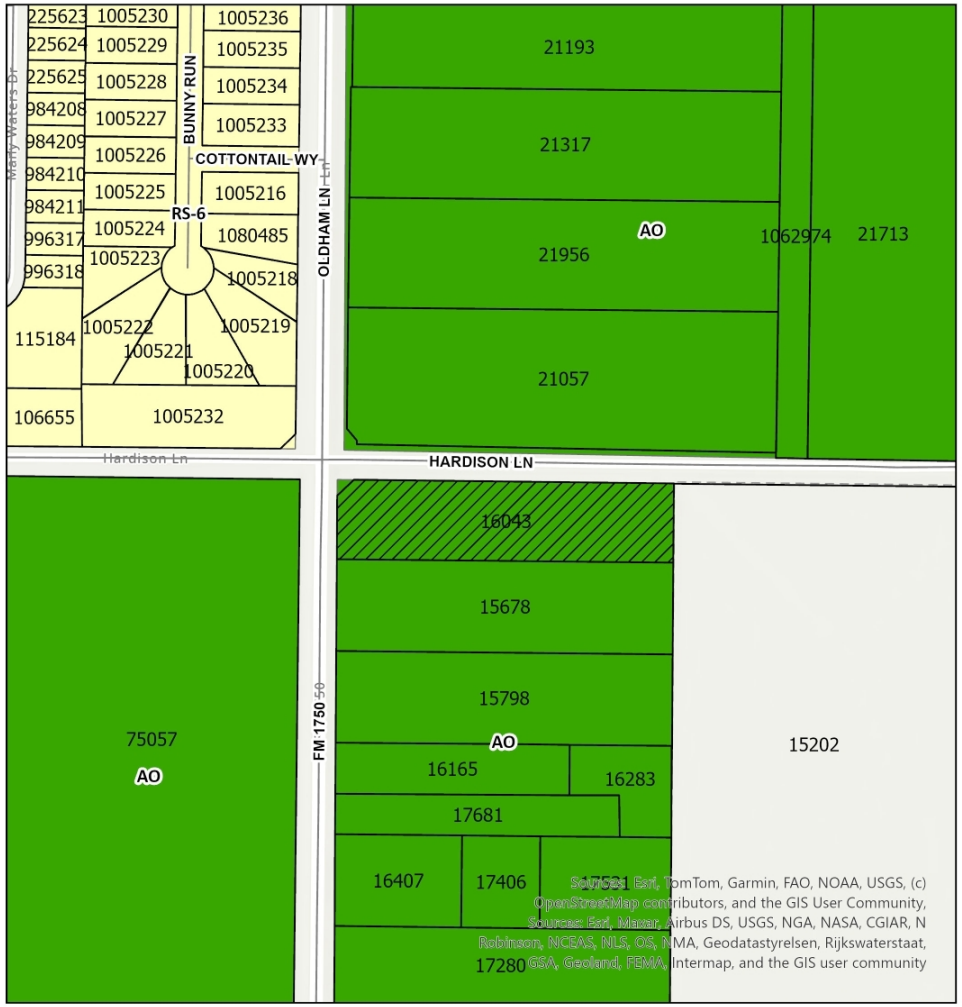


0.07 Miles

CUP-2025-19

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

0.07 Miles

CUP-2025-19

Zoning Districts

AO

RS-6

CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

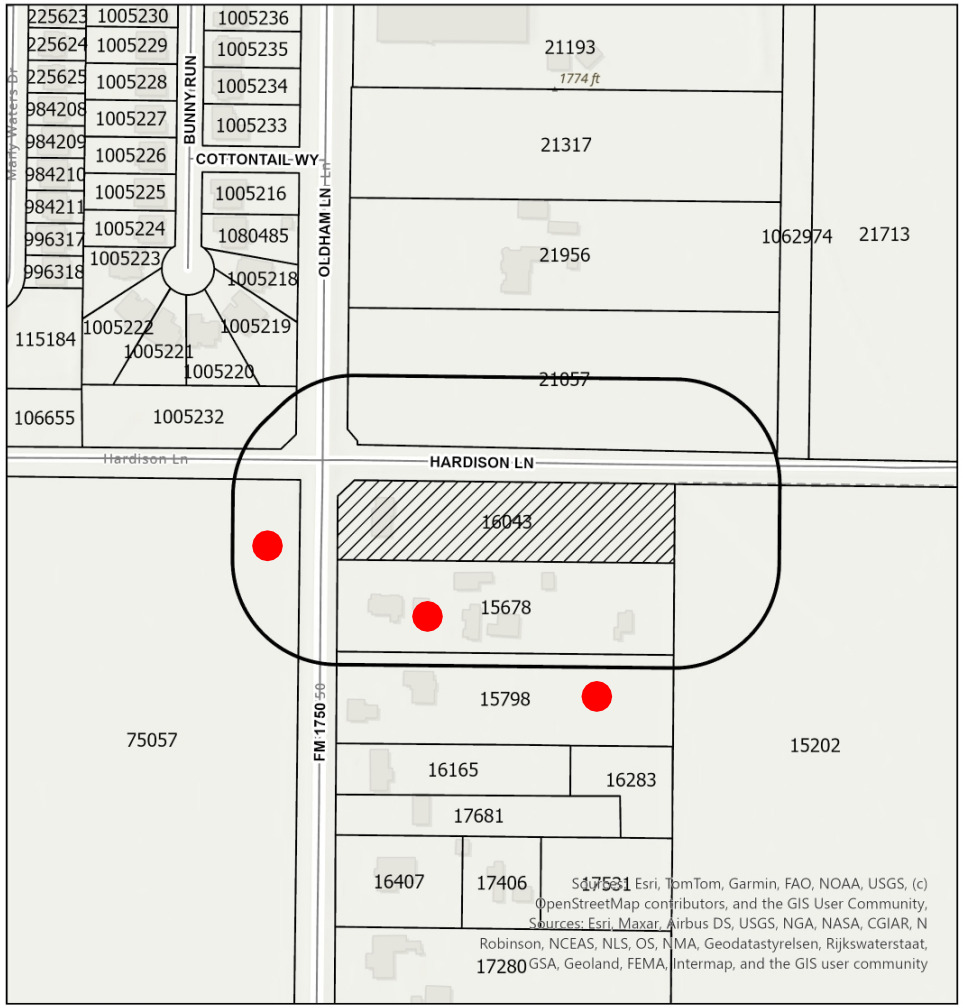
SURROUNDING PROPERTY VIEWS

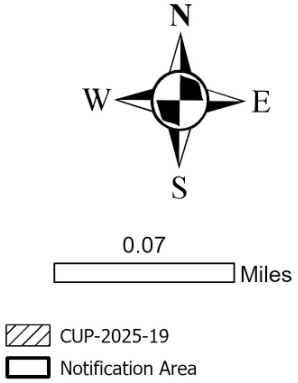
CITY OF ABILENE TEXAS

CONCEPT PLAN

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - In Favor-

3- Opposed-

37.59% in Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **approval** subject to the concept plan.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **25. Ordinance (First Reading) Z-2025-46: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.74 Acres From Mobile/Manufactured Home (MH) To Multifamily (MF) Zoning. Located At 317 Neas Road.** ***(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 0.74 acres from Mobile/Manufactured Home (MH) to Multifamily (MF) located at 317 Neas Road.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application
4. Presentation

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, 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 18th day of December, 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 14th day of November, 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 8th day of January, 2026, 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 8th day of January, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

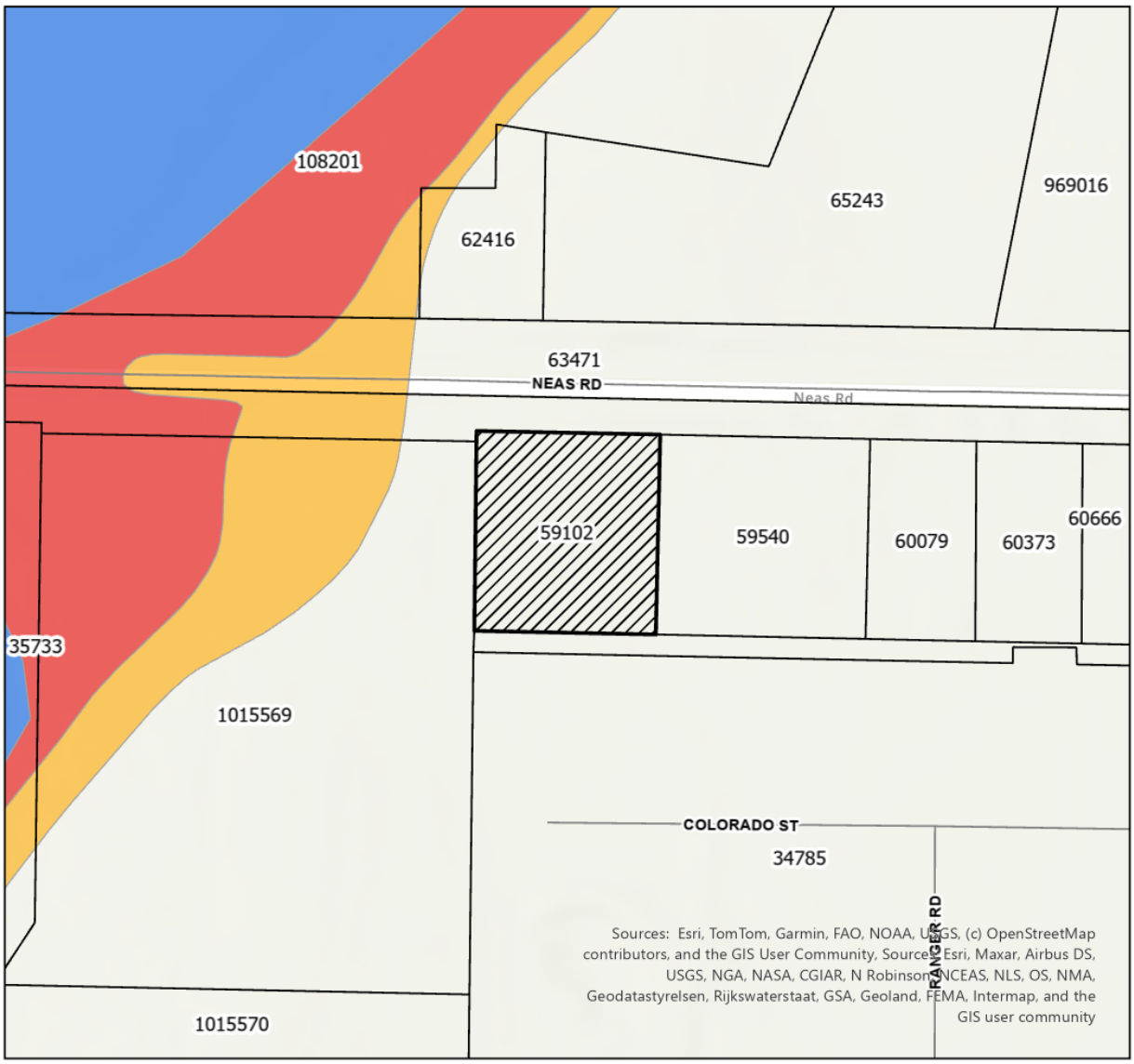
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.74 acres from Manufactured Home (MH) to Residential Multifamily (MF).

Legal description as follows: Lot 1, 2, and 3, Block 9, Pleasant Hill Estates Section 2, Abilene, Taylor County, Texas.

Located at 317 Neas Rd



END

ZONING CASE
Z-2025-46
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Reading: December 18, 2025
City Council 2nd Reading: January 8, 2026

Applicant
Owner: Hit Ventures, LLC

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 0.74 acres from Mobile/Manufactured Home (MH) to Multifamily (MF).

Location
Located at 317 Neas Road. Legal description being Lot 1, 2, and 3, Block 9, Section 2, Pleasant Hill Estate Subdivision Replat, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1980. The owner intends to use the property as a multifamily residence.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	ETJ	Residences
East	AO	Vacant/Residential
South	PDD-177	Residential/Duplexes
West	MH	Mobile/Manufactured Home

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.

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

Attachments

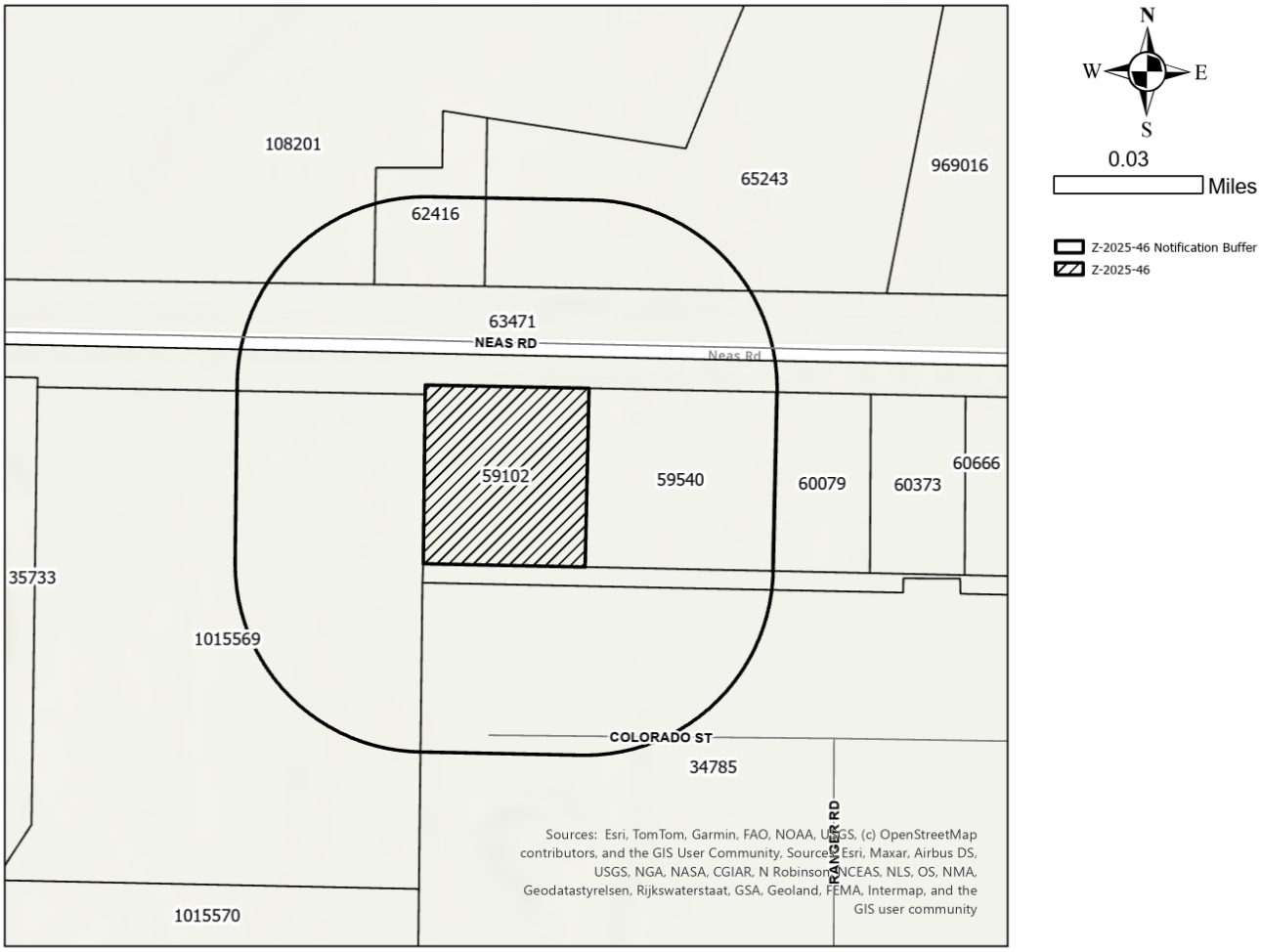
- PowerPoint Presentation
- Project Overview

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
FARMER MARTY	60079	357 NEAS RD	
GASS CLARENCE LEROY III &	59540	349 NEAS RD	
HIT VENTURES LLC	59102	317 NEAS RD	
KOSTIC HOLDINGS LLC	108201		
PEACOCK WILLIAM & MARGARET	65243		
SHERRILL CHARLES M & LISA	1015569	249 NEAS RD	
SHERRILL CHARLES M & LISA	1015569	249 B NEAS RD	
SPYKES ROY DON & NORMA	62416		
WATER CREST RANCH ABILENE LLC	34785	4134 Y CALDWELL RD	

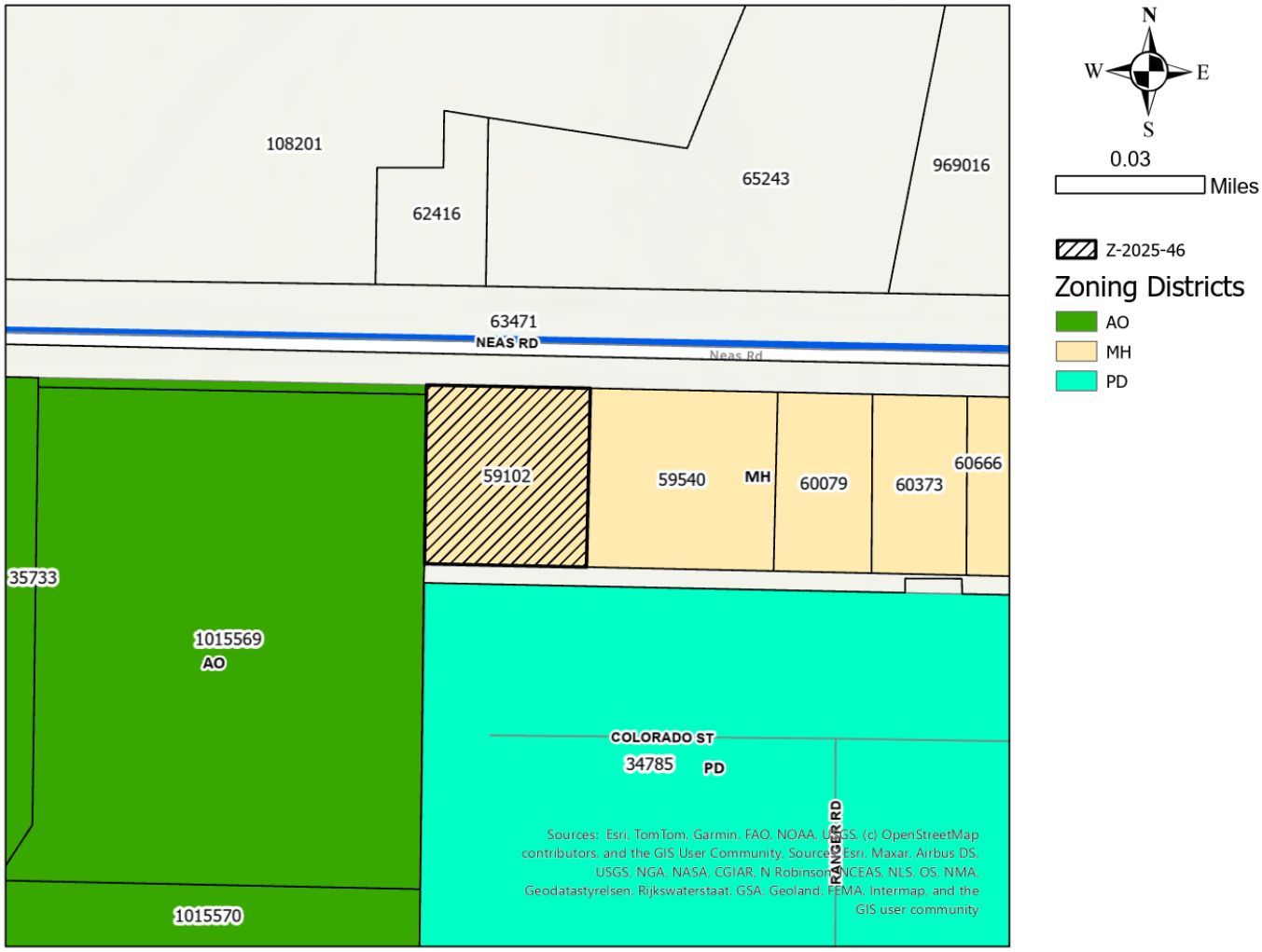
NOTIFICATION MAP



LOCATION MAP

Case # Z-2025-46
November 12, 2025

ZONING MAP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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community
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Zoning Districts
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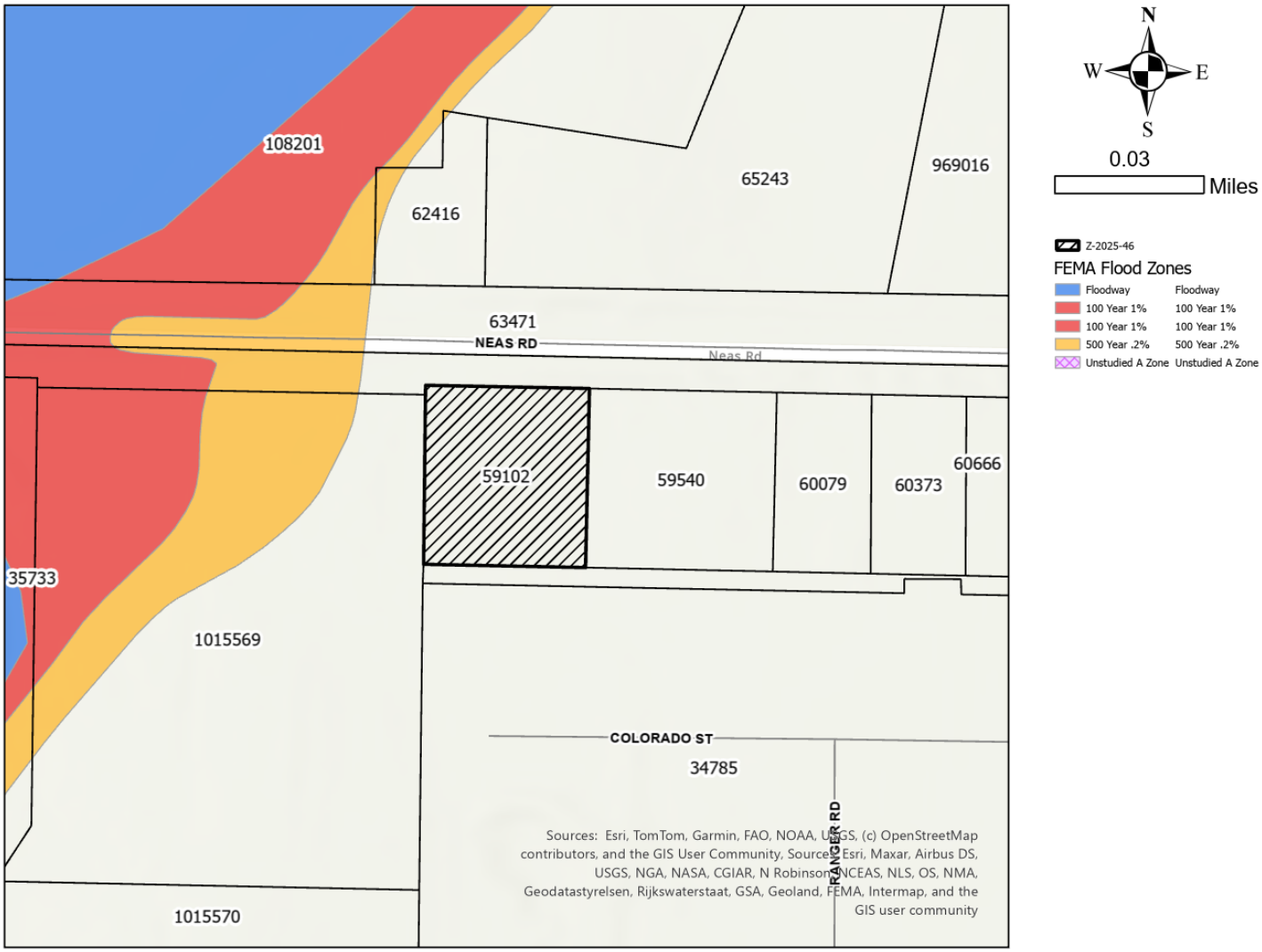
FLOOD MAP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Unstudied A Zone

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: N/A

Address: 317 Neas Rd Abilene, TX 79601 Number of Lots: 1 Acreage: .74

Legal Description: Pleasant Hill Estate Sec 2, Block 9, Lot 1-2-3 Replat

Subdivision Name: Block: 9 Lot: 1-2-3

Current Zoning: MH Proposed Zoning (if applicable): MF

OWNER AND AUTHORIZATION

Owner Name: Hit Ventures, LLC

Address: P.O. Box 6006

City, State, Zip: Abilene, TX, 79601 Fax:

Phone: 325-829-5160 Email: harleyburnett@gmail.com

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

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

Signature of Owner: Harley Burnett 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

I am requesting a zone change in order to develop a duplex or quadruplex on the property.

Fees

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

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

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

Yes. The proposed change from mobile home zoning to multi-family zoning is consistent with the City of Abilene's Comprehensive Plan and Future Land use Map. The area is designated for residential growth, Multi-family housing supports diverse housing opportunities.

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, Multi-family zoning permits the intended residential use, including duplex or quadplex housing. This is appropriate for the area since it is surrounded by other residential properties, and the standards of the zoning district are compatible with the existing neighborhood.

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?

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: _____ Total Number of Acres: .74

Zoning Classification(s): MH Total Number of Lots: 1

Location: 317 Neas Rd, Abilene, TX 79601

Property Owner Information & Authorization

Name/Company: Hit Ventures, LLC

Address: P.O. Box 6006

City: Abilene State: TX Zip Code: 79608

Phone: 325-829-5160 Email: harleyburnett@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: Harley Burnett **Date:** 9-29-2025

STATE OF: Texas

COUNTY OF: Taylor

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

SUBSCRIBED AND SWORN TO before me, this the 29th day of September, 2025

NOTARY PUBLIC STATE OF TEXAS
CYNTHIA ALLISON
ID #132129873
My Commission Expires
November 06, 2027

Cynthia Allison
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: _____ Company: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Number: _____ Email: _____

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☒ 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)*: Harley Burnett

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: Harley Burnett

*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: Harley Burnett

DATE: 9-29-2025

REZONE REQUEST

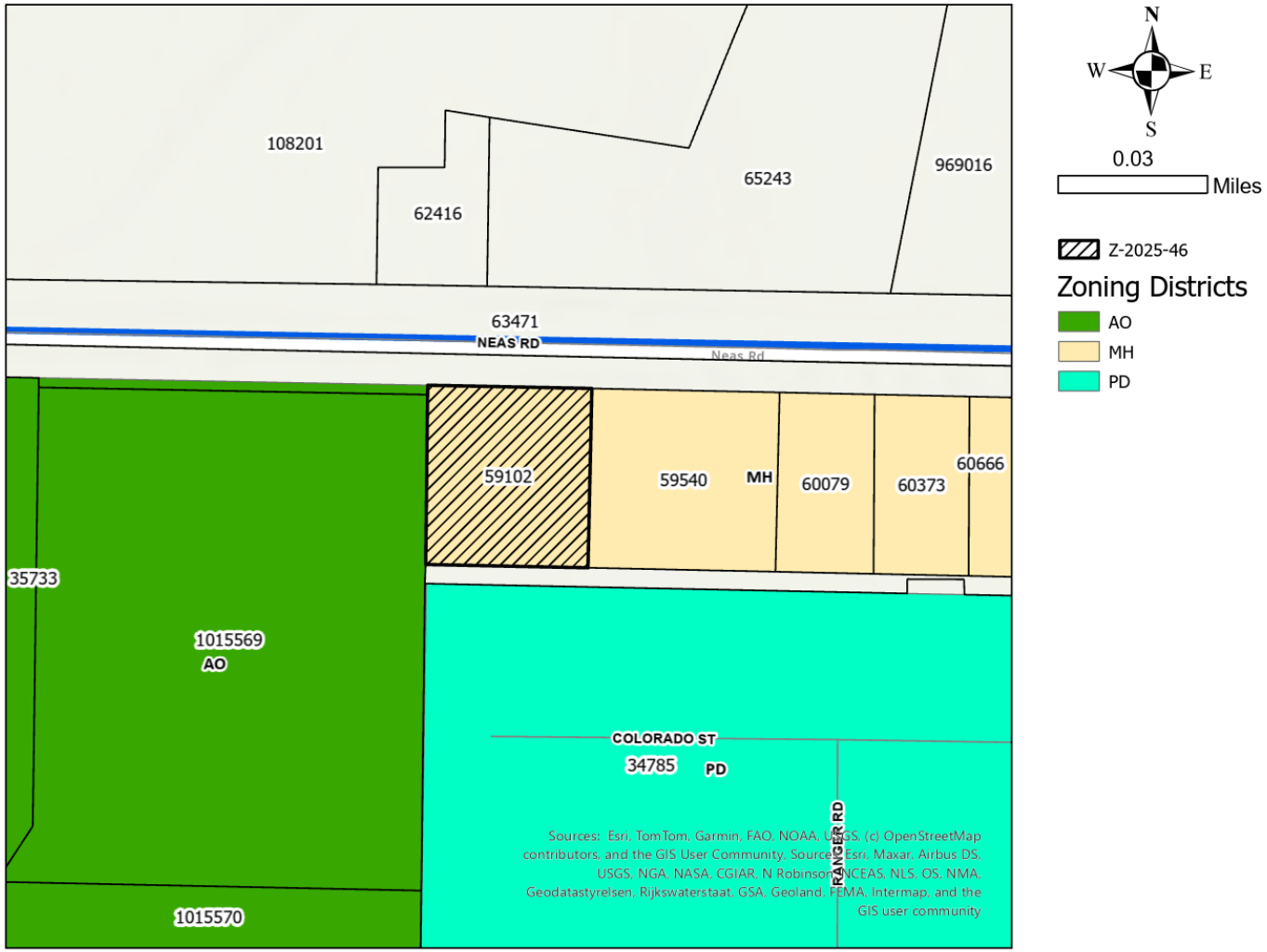
Case:	Z-2025-46
Owner:	Hit Ventures, LLC
Request:	Change the zoning of approximately 0.74 acres from Mobile/Manufactured Home (MH) to Multifamily (MF)
Location:	317 Neas Road
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025
	January 8, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN MOBILE HOME ZONING

RESIDENTIAL USES:

P	Dwelling – Industrialized Housing Unit
P	Dwelling – Manufactured Home (HUD-Code)
P	Dwelling – Mobile Home
P	Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (Office for sales and service)
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
P	Recreation – Outdoors (passive)
C	Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility
P	Petroleum or Gas Well*
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

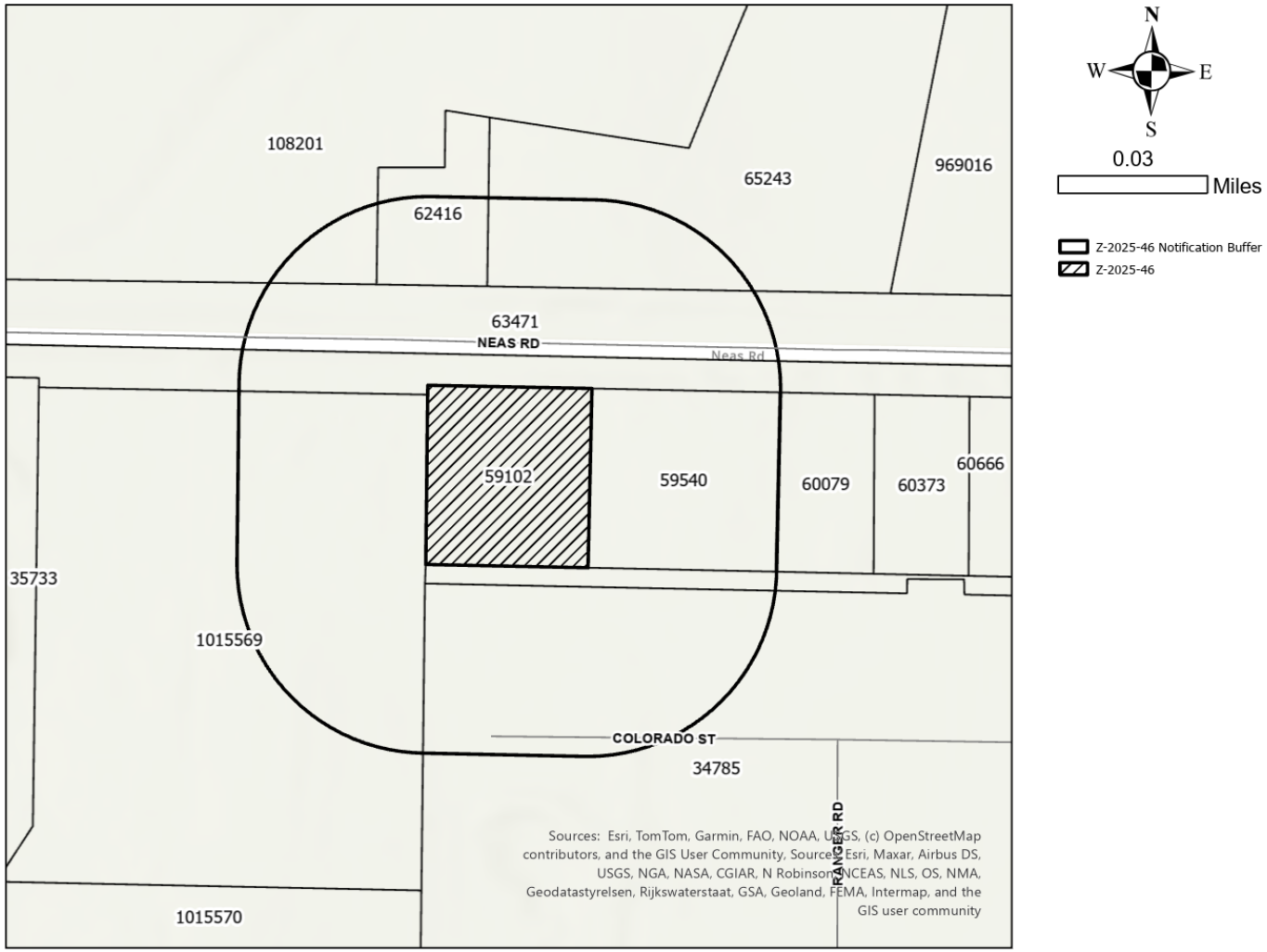
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Emily Crawford, City Manager**
FROM: **Jesse Pottebaum, Zoo Director**

ITEM: **26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract with Sedalco Construction Services for the Abilene Zoo Phase 1 of Africa Series of Exhibits Project *(Jesse Pottebaum)***

GENERAL INFORMATION

The Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023. The Abilene Zoological Society and the Grover Nelson Foundation are partnering on the Africa Phase 1 Improvements. The City of Abilene determined a Best Valued Request for Proposals (RFP) should be used for the project due to the complexity and tight time frame. The City of Abilene advertised the RFP on October 5th and October 12th, 2025 for the Abilene Zoo Africa Series of Exhibits Project. Five Proposals were received on November 6, 2025. The City of Abilene has completed evaluations of all proposals and determined that Sedalco Construction Services provided the best proposal.

Staff recommend accepting the base bid and alternates 1-5 from Sedalco Construction Services. Construction is planned to begin in January, 2026 and conclude in the Summer of 2027.

FUNDING/FISCAL IMPACT

The cost of the base bid plus Alternates 1-5 is $24,630,000. The City of Abilene will be funding $13,536,172.44 from the Bond Funds and Grover Nelson Foundation will be funding $11,083,827.56 from private donations. Grover Nelson Foundation has also funded the full architectural design fee and will be contributing towards the Furniture, Fixtures, and Equipment.

STAFF AND/OR BOARD RECOMMENDATION

The City of Abilene staff recommend approval of the contract with Sedalco Construction Services. The Grover Nelson Foundation supports the City Council award of a contract with Sedalco Construction Services.

ATTACHMENTS:

1. RESOLUTIONS.Zoo-Africa Series.Sedalco Construction Services.2025
2. 2025-11-07-Abilene Zoo - Africa - Bid Tab
3. A101-2017-Agreement_Between_Owner_and_Contractor-2025.12.04
4. MOU.GNF.City
5. Presentation-General Contractor - ZOO to Sedalco Construction Services

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 CONTRACT WITH SEDALCO CONSTRUCTION SERVICES

WHEREAS, the Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023; and

WHEREAS, the City determined that using the Best Value Request for Proposal method should be used for the project based upon the project complexity and time constraints; and

WHEREAS, the City advertised a Request for Proposals on October 5th and October 12th, 2025 for the Abilene Zoo Africa Series of Exhibits Project; and

WHEREAS, five Proposals were received on November 6th, 2025; and

WHEREAS, the City of Abilene and the Grover Nelson Foundation are partnering on the Abilene Zoo Africa Phase 1 Improvements; and

WHEREAS, the City of Abilene has completed evaluations of all proposals and determined Sedalco Construction Services provided the best proposal; and

WHEREAS, the cost of the base bid plus Alternates 1-5 totals $24,630,000, and the City of Abilene will be funding $13,536,172.44 from Bond Funds, and Grover Nelson Foundation will be funding $11,083,827.56 from private donations.

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

Part 1: The City Manager is authorized to execute an Agreement with Sedalco Construction Services for the Abilene Zoo Africa Phase I Improvements Project.

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 18th day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City of Abilene, Abilene Zoo - Africa Bid Opening (Best Value)

Thursday November 6, 2025

Bidder	Addendum 1	Addendum 2	Addendum 3	Base Bid	Alternate 1 Giraffe Expansion	Alternate 2 Hoofstock Expansion	Alternate 3 Hyena Expansion	Alternate 4 Bandshell	Alternate 5Meerkat	Alternate 6	Total Bid	Selective Bid	Bidder2
				☑	☑	☑	☑	☑	☑	☐		☑	
Tegrity Allen, Texas	X	X	X	$ 24,177,777.00	$ 2,869,777.00	$ 1,047,777.00	$ 688,777.00	$ 1,197,777.00	$ 637,777.00	$ 527,777.00	$ 31,147,439.00	$ 30,619,662.00	Tegrity
Days				510	180	180	180	180	180	180	1590	1410	
Teinert Lubbock, Texas	X	X	X	$ 18,680,000.00	$ 2,173,000.00	$ 1,645,000.00	$ 1,128,000.00	$ 1,338,000.00	$ 676,000.00	$ 281,000.00	$ 25,921,000.00	$ 25,640,000.00	Teinert
Days				450	30	30	30	0	0	0	540	540	
Collier Construction Lubbock, Texas	X	X	X	$ 19,900,000.00	$ 1,900,000.00	$ 1,150,000.00	$ 900,000.00	$ 1,450,000.00	$ 740,000.00	$ 90,000.00	$ 26,130,000.00	$ 26,040,000.00	Collier
Days				540	0	0	0	0	0	0	540	540	
Crowe Group Abilene, Texas	X	X	X	$ 17,650,000.00	$ 2,000,000.00	$ 1,190,000.00	$ 840,000.00	$ 1,500,000.00	$ 717,000.00	$ 88,000.00	$ 23,985,000.00	$ 23,897,000.00	Crowe
Days				545	0	0	0	0	0	0	545	545	
Sedalco Fort Worth, Texas	X	X	X	$ 18,000,000.00	$ 1,990,000.00	$ 1,370,000.00	$ 1,080,000.00	$ 1,530,000.00	$ 660,000.00	$ 156,000.00	$ 24,786,000.00	**$ 24,630,000.00**	**Sedalco**
Days				502	0	0	0	0	0	0	502	**502**	

City of Abilene, Abilene Zoo - Africa Bid Opening (Best Value)

Thursday November 6, 2025, 2pm

		Base Proposal	Construction Time	Resume of Project Manager	Resume of Superintendent	Past and Current Experience	Phasing Options	Litigation, Claims, Law Suits	Safety Record	Letter of Intent to issue Performance and Paymet Bonds	
		40%	20%	5%	5%	10%	5%	10%	5%	Pass/Fail	100%
Tegrity Allen, Texas		10%	5%	5%	4%	8%	-	10%	5%	Pass	47%
Teinert Lubbock, Texas		30%	15%	5%	5%	8%	-	10%	5%	Pass	78%
Collier Construction Lubbock, Texas		25%	15%	5%	5%	8%	-	10%	5%	Pass	73%
Crowe Group Abilene, Texas		40%	10%	2%	2%	8%	-	10%	5%	Pass	77%
Sedalco Fort Worth, Texas		35%	20%	5%	5%	10%	-	10%	5%	Pass	90%

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fourth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

and the Contractor:
(Name, legal status, address and other information)

SEDALCO, Inc.
4100 Fossil Creek Blvd
Fort Worth, TX 76137

for the following Project:
(Name, location and detailed description)

Abilene Zoo - Phase 1 - 40687.23
2070 Zoo Lane
Abilene, Texas 79602

The Architect:
(Name, legal status, address and other information)

Parkhill
340 Beech St
Abilene, Texas 79601
325.673.8178 phone

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (6931c9461158873a63c9d792)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows: January 28, 2026. Prior to this date, after execution of the contract, it is expected to see progress being made on submittals, and preliminary coordination.
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than June 14, 2027 (502) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-four million, six hundred thirty thousand dollars and zero cents ($24,630,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 – Giraffe Hold Building Expansion	$1,990,000.00
Alternate 2 – Small Hoofstock Hold Building Expansion, Flex Yard Finish Out	$1,370,000.00
Alternate 3 – Hyena Hold Building Exhibit Finish Out	$1,080,000.00
Alternate 4 – Bandshell	$1,530,000.00
Alternate 5 – Meerkat	$660,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Owner's Contingency	$500,000.00
AV Allowance	$100,000.00
Wood Structure Viewing Canopy (Rhino)	$258,000.00
Inspection and Testing Allowance	$40,000.00

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§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Lumpsum price for mobilization of rock trenching equipment		$12,500.00
Rock Trenching per Linear Foot		$125.00
Add cased piers beyond Base Bid depth-18-inch diameter per Linear Foot		$500.00
Delete casing for 18-inch pier		$0.00
2-inch-caliper Chaste Tree, as specified, each:		$1,100.00
4-inch-caliper Desert Willow, as specified, each:		$1,000.00
1-1/2-inch-caliper Whitethorn Acacia, as specified, each:		$400.00
6-inch-caliper Cedar Elm, as specified, each:		$2,000.00
4-inch-caliper Cedar Elm, as specified, each:		$1,800.00
3-inch-caliper Honey Mesquite, as specified, each:		$2,500.00
6-inch-caliper Lacebark Elm, as specified, each:		$2,700.00
4-inch-caliper Lacebark Elm, as specified, each:		$1,400.00
6-inch-caliper Monterrey Oak, as specified, each:		$2,700.00
4-inch-caliper Monterrey Oak, as specified, each:		$1,400.00
6-inch-caliper Southern Red Oak, as specified, each:		$2,800.00
4-inch-caliper Southern Red Oak, as specified, each:		$1,800.00
4-inch-caliper Texas Live Oak, as specified, each:		$1,900.00
Monterrey Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER:		$4,100.00
Red Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER:		$3,900.00
Live Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER:		$4,200.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Contractor agrees to pay the Owner $1,000.00 per day as liquidated damages for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 2nd day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bonds and Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None determined at this time.

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

None determined at this time.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments are due and payable pursuant to the Texas Prompt Payment Act, Texas Government Code 2251.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction, Taylor County, Abilene, Texas

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lesli Andrews
Director of Parks and Recreation
City of Abilene
633 Walnut
Abilene, Texas 79601

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tyler McCarty
President
SEDALCO, Inc.
4100 Fossil Creek Boulevard
Fort Worth, Texas 76137

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

None

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 NOT USED

.5 Drawings: Refer to Exhibit B

.6 Specifications: Refer to Exhibit C

.7 Addenda, if any:

Number	Date	Pages
001	10/22/2025	8
002	10/29/2025	11
003	10/31/2025	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

[ ] Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Tyler McCarty, President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fourth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Abilene Zoo - Phase 1 - 40687.23
2070 Zoo Lane
Abilene, Texas 79602

THE OWNER:
(Name, legal status and address)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

THE CONTRACTOR:
(Name, legal status and address)

SEDALCO, Inc.
4100 Fossil Creek Blvd
Fort Worth, Texas 76137

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3 and A.2.4. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

(Paragraphs deleted)
§ A.2.3 Boiler and Machinery Insurance
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured.

§ A.2.4 Loss of Use Insurance
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

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.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions;

.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

.1 Premises Operations (including X, C and U coverages as applicable).

.2 Independent Contractors' Protective.

.3 Products and Completed Operations.

.4 Personal Injury Liability with Employment Exclusion deleted.

.5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18 of the General Conditions.

.6 Owned, non-owned and hired motor vehicles.

.7 Broad Form Property Damage including Completed Operations; and

.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2 of the General Conditions.

.11 Insurance Service Office (ISO) endorsement CG 2294 shall not be included with the General Liability policy, and this shall be confirmed in writing that the endorsement is not included.

(Paragraph deleted)

.12 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.1, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlaying insurers.

§ A.3.2.2 The insurance required by Section A.3.2.1 shall be written for not less than the following limits or greater if required by law:

.1 Worker's Compensation:

a) State: Statutory Limits

b) Employer's Liability, not less than:

Bodily Injury by Accident (each accident)	$100,000.00
Bodily Injury by Accident (each employee)	$100,000.00
Bodily Injury by Disease (each disease)	$100,000.00

.2 Comprehensive or Commercial General Liability including Premises Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage, Contractual Insurance, and Personal Injury with coverage not less than the following:

a) General Aggregate:
$2,000,000.00 and it shall apply, in total, to this Project only.

b) Products and Complete Operations Aggregate:
$2,000,000.00 to be maintained for 1 year after final payment.

c) Personal Injury, with Employment Exclusion Deleted:
$500,000.00.

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d) Each Occurrence:
$1,000,000.00
e) Fire Damage (any one fire):
$50,000.00

.3 Business Auto Liability (including owned, non-owned and hired vehicles) with limits not less than the following:

a) Bodily injury and property damage with combined single limit of $1,000,000.00.

.4 Umbrella Excess Liability:

a) $1,000,000.00 over primary insurance.

.5 Builders Risk Insurance:
The Contractor shall, during the progress of the work, maintain insurance equal to the full amount of the cost of the project plus three percent for additional costs. Policy shall be a builders risk policy on an all risk form, including flood coverage, subject to the approval of the Owner as to form. The insurance shall cover all work incorporated in the building project and all materials for the same in or about the premises. Money received under any such insurance shall be paid in the same manner as monthly progress payments in relation to the costs incurred in the rebuilding or reparation of the work destroyed or damaged. Builders Risk Insurance shall be subject to a deductible of $5,000.00 for all losses occasioned by perils insured. All other losses will be at the risk of the Contractor.

.6 Owner's Liability Insurance (ref. A.3.1.3)

.7 Certificates of Insurance for the above coverages shall be filed with the Owner prior to execution of the Agreement.

.8 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ A.3.2.3. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ A.3.2.4. Workers Compensation
Required workers' compensation coverages, 28 TAC 110.110(c)(7), adopted to implement Texas Labor Code 406.096, to meet statutory limits.

§ A.3.2.4.1. 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 is required for the duration of the project.

§ A.3.2.4.2. Duration of the project includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

§ A.3.2.4.3. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project,

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regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

(Paragraphs deleted)
§ A.3.2.4.4. Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.4.5. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the project for the duration of the project.

.1 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

(Paragraphs deleted)
§ A.3.2.4.6. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ A.3.2.4.7. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(Paragraph deleted)
§ A.3.2.4.8. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

§ A.3.2.4.9. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(Paragraph deleted)
§ A.3.2.4.10. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ A.3.2.4.11. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
.2 Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
a. A certificate of coverage, prior to the other person beginning work on the project; and

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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 year thereafter;

.6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

(Paragraph deleted)

§ A.3.2.4.12. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.4.13. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

(Paragraph deleted)

§ A.3.2.5. Property Insurance

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 of the General Conditions or until no person or entity other than the Owner has an insurable interest in the property required by this Section A.3.2.5. to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

§ A.3.2.5.1. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

(Paragraph deleted)

§ A.3.2.5.2. If the property insurance requires deductibles or self-insured retentions, the Contractor shall pay costs not covered because of such deductibles or retentions.

§ A.3.2.5.3. This property insurance shall cover portions of the Work stored off the site, property in transit, property owned by the Contractor and used on the Project, including scaffolding and other equipment.

(Paragraph deleted)

§ A.3.2.5.4. Partial occupancy or use in accordance with Section 9.9 of the General Conditions shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or

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use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ A.3.2.5.5. The insurance required by Paragraph A.3.2.5. is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph A.4.1.

(Paragraph deleted)
§ A.3.2.5.6. A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Paragraph A.3.2.5.8. The Contractor shall pay the Owner and Architect their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, the Owner and Architect shall make payments to their consultants and sub-consultant in a similar manner.

§ A.3.2.5.7. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7 of the General Conditions.

(Paragraph deleted)
§ A.3.2.5.8 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

(Paragraph deleted)
§ A.3.2.6 Insurance for Existing Structures If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.2.5, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

(Paragraphs deleted)
§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

(Paragraphs deleted)
§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than two million dollars ($2,000,000.00) per claim and four million dollars ($4,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than or greater if required by law per claim and in the aggregate.

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§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than zero dollars ($0.00) per claim and zero dollars ($ 0.00) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than zero dollars ($ 0.00) per claim and zero ($ 0.00) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1**

(Paragraphs deleted)

Railroad Protective Liability Insurance, with policy limits of not less than XXXX ($0,00) per claim and XXXX ($0,00) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.2 Asbestos Abatement Liability Insurance**, with policy limits of not less than XXXX ($0,00) per claim and XXXX ($0,00) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation and disposal of asbestos-containing material.

[ ] **§ A.3.3.2.3 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

(Paragraphs deleted)

§ A.3.4. Performance Bond and Payment Bond

§ A.3.4.1. Contractor shall furnish Payment and Performance Bonds covering faithful performance of the Contract in accordance with Chapter 2253 of the Texas Government Code. The Performance and Payment Bonds required by this Article may be in one or separate instruments in accordance with local law. Surety companies must be licensed to do business in the State of Texas. All Payment and Performance Bonds provided by Contractor or any subcontractor shall comply with the requirements of Section 3503.001-.005 of the Texas Insurance Code. The amount of each bond provided by Contractor shall be equal to One Hundred Percent (100%) of the Guaranteed Maximum Price. The Contractor shall require Payment and Performance Bonds to be provided by any contractor for who such bonds are required by Chapter 2253 of the Texas Government Code. The cost thereof shall be included in the Contract Sum."

§ A.3.4.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ A.3.4.3. Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

(Paragraph deleted)

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(Table deleted)

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section A.3.2.5. or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ A.4.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section A.4.1. for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ A.4.3 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of each policy that includes Property Insurance coverages required by Section A3.2.5. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Abilene Zoo - Phase 1 - 40687.23
2070 Zoo Lane
Abilene, Texas 79602

THE OWNER:
(Name, legal status and address)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

THE ARCHITECT:
(Name, legal status and address)

Parkhill
340 Beech St
Abilene, Texas 79601
325.673.8178 phone

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Project Manual

The Project Manual is an assembled publication for the Work which may include the bidding and/or proposal requirements, sample forms, Conditions of the Contract and Specifications.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The mention of certain items in the Specifications to the exclusion of others (whether in the general statement of the Work in a section or paragraph or in itemized lists of any nature); or the mention of Work to be done in a specific area to the exclusion of similar or like Work required in other areas; or the failure to properly cross-reference related Work specified elsewhere, shall not relieve the Contractor of his responsibilities under the Contract Documents.

§ 1.2.5 The specifications titles of sections and paragraphs are not necessarily fully descriptive of the work required thereby. The segregation of the various parts of the Work under headings, by trades, does not relieve the Contractor of the responsibility for furnishing every item shown on the drawings or specified in the specifications, or reasonably inferable therefrom as being necessary to produce the intended results, whether properly segregated or not.

§ 1.2.6 If an item is addressed differently in two places of the contract documents the greater quality or quantity applies and is assumed to take precedence.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

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§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

§ 3.2.6 The Contractor shall satisfy itself as to the accuracy of grades, elevations, dimensions and locations. In cases of interconnection of Work with existing or other work, it shall verify at the site, dimensions relating to such existing or other work.

§ 3.2.7 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and

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comparison of the Contractor Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Prior to incurring or assessing any such costs, the Owner shall provide the Contractor with prompt written notice identifying the basis upon which the Owner asserts the requests for information is non-conforming as well as identifying that such costs would be considered Additional Services of the Architect under the Owner-Architect agreement. The Contractor shall not be responsible reimbursement for costs associated with requests for information arising from or in any way related to errors, inconsistencies, ambiguities, omissions, or conflicts in the Contract Documents.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§3.3.4 The Contractor shall bear full responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Health & Safety Code section 756.021 *et.seq.* To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- **.1** The Occupational Safety and Health Administration standards for trench safety in effect for Construction of the Work;
- **.2** The special shoring requirements, if any, of the Owner; and
- **.3** Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- **.4** Trench excavation safety protection shall be a separate line item on the Application for Payment and based on linear feet of trench excavated. Special shoring requirements shall be a separate pay item, and shall be based on the square feet of shoring used. Said costs shall be included within the Guaranteed Maximum Price.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall not employ or subcontract with any persons

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(including, but not limited to, the project superintendent) or an entity to which the Owner shall reasonably object.

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of materials and products in place of those specified only under the conditions set forth in the Division 01 - General Requirements of the Specifications. By making requests for substitutions, the Contractor:

- **.1** represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- **.2** represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- **.3** certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- **.4** shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to complete in all respects

§ 3.4.5. DELETED.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code §151.309; 34 TAC §3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the contractor fulfills the requirements of the Texas Tax Code §51.311 and 34 TAC §3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code §151.054(e); §151.154, 34 TAC §3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county, and state taxes, income tax, compensation tax, social security, and withholding payments as required by law.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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§ 3.7.3 If the Contractor performs Work knowing, or where he reasonably should have known, it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 The materials to be excavated shall be considered as unclassified and the Contractor shall assume responsibility for excavating to the depths and limits required by the Contract Documents unless otherwise directed by the Architect, in which case the unit prices (if any) stated in the Contract Documents or subsequently agreed upon shall apply.

§ 3.7.4.2 Failure of the drawings to show underground utility lines or other concealed piping, wiring and the like shall not be construed as a guarantee on the part of the Architect or the Owner that such conditions do not exist, though unknown. All operations involving excavation or removals shall be done at the risk of the Contractor who shall take the necessary precautions to protect employees and the public from injury or death and to avoid damage to existing systems.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

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§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work, and in full cooperation with any other Contractors who may be on the Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept

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expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the contractor for amounts paid to the Architect for evaluation of additional resubmittals. Prior to incurring or assessing any such costs, the Owner shall provide the Contractor with prompt written notice to the Contractor identifying the specific manner in which the submittal(s) fail to comply with the requirements of the Contract Documents as well as identifying that such costs would be considered Additional Services of the Architect under the Owner-Architect agreement. The Contractor shall not be responsible for reimbursement for costs associated with re-submittal reviews arising from or in any way related to errors, inconsistencies, ambiguities, omissions, or conflicts in the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person

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described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Contractor's requests for information shall be prepared and submitted in accordance with Division 01 - General Requirements of the Project Manual on the form included in the Contract Documents or the Contractor's standard form upon mutual agreement between the Contractor and Architect. The Architect will return without action requests for information that do not conform to requirements of the Contract Documents.

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§ 4.2.16 Where "as directed," "as directed by Architect," or similar notion appears in the Contract Documents, the Contractor shall ask for and receive the necessary instruction from the Architect before proceeding with that portion of the Work. Requests for instructions shall be made in ample time to avoid delays in the Work.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 If required by the Architect, the Contractor shall submit evidence that the person or entity he proposes to use are competent, have had experience and have performed satisfactorily on jobs of similar size, complexity, type and scope. The information, if required, shall give complete experience records of the proposed person or entity which shall include:

Name of Job	Type of Job	General Contractor	Architect	Date Completed	Approximate Cost of subcontract

§ 5.2.1.2 The acceptance of a person or entity (including those who are to furnish materials or equipment fabricated to a special design) shall not constitute approval of the materials they customarily handle, unless the materials are acceptable to the Architect as being equal to those specified in quality, function, performance and appearance. The Architect shall be the sole judge as to acceptability of the materials as to appearance.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be

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performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, Construction Change Request or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, , Construction Change Request or order for a minor change in the Work.

§ 7.1.4 The combined markup for overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- **.1** For the Contractor, for Work performed by the Contractor's own forces, ten (10) percent of the cost.
- **.2** For the Contractor, for Work performed by the Contractor's Subcontractors, five (5) percent of the amount due the Subcontractors.
- **.3** For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten (10) percent of the cost.
- **.4** For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five (5) percent of the amount due the Sub-subcontractor.
- **.5** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- **.6** In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs

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including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.1.5 In cases where changes in the work result in a credit to the Owner, the credit shall include direct costs for overhead, bonds, insurance and profit. In cases where a change in the Work results in both credits and charges to the Owner, the Contractor will be allowed to add the overhead and profit percentages indicated in 7.1.4 to the net change.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time. To permit evaluation, any request for a time extension must be justified and presented in adequate detail, showing the cause and how proposed change will delay the final contract completion date.

§ 7.2.2 In responding to a request for a proposed price for a change in the work, or in submitting a claim, the Contractor shall furnish a lump sum proposal supported by a complete breakdown as described in subparagraph 7.1.4, indicating the estimated or actual cost to the Contractor for performance of the changed work, including the applicable percentage of overhead and profit described in subparagraph 7.1.4.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly

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related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the

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Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 In preparing the Application for Payment, the Contractor shall verify the accuracy of the requests for payment submitted by his Subcontractors and materials suppliers and shall not include in his Application for Payment any sum which, in his opinion, if approved will result in an overpayment for their work performed or materials delivered.

§ 9.3.2.2 All items which are shipped in crates or otherwise wrapped shall be uncrated or unwrapped and inspected by the Contractor upon arrival at the site. Materials shall be carefully inspected for quantities, sizes and color, if color selection is a consideration, damage, or defects; and if damaged, defective, or otherwise not in conformance with the Contract Documents, shall be recorded immediately.

§ 9.3.2.3 The Contractor shall not request payment for any items until he has inspected the items and any materials which are not in conformance with the contract documents shall not be included in any Application for Payment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect

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will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's approval for payment of the Contractor's Payment Application, pursuant to Texas Government Code Section 2251.042 et seq, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment or notice that a bona fide dispute for payment exits, listing the specific reasons for nonpayment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Section 35.521.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and supplier's amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days or notice that a bona fide dispute for payment exits, listing the specific reasons for nonpayment, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The

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Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final observation and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such observation. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and observations, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the work or a designated portion thereof has attained Final Completion in accordance with Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period

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required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 As a prerequisite to final payment, the Contractor shall submit the following items to the Architect, properly
executed.

- **.1** AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims".
- **.2** AIA Document G706A "Contractor's Affidavit of Release of Liens", conditional upon receipt of final payment.
- **.3** AIA Document G707 "Consent of Surety Company to Final Payment" along with Contractor's Release or Waiver of Lien (conditional upon receipt of final payment and Separate Releases or Waiver of Liens from all subcontractors and all suppliers).
- **.4** Written Guarantee by Contractor and each Subcontractor that work will be free of defects in materials and workmanship for a period of one year from date of Substantial Completion, except as otherwise specified.

§ 9.10.2.2 Waiver of Lien; It is distinctly understood that by virtue of this Contract no mechanic, Contractor, material man, artisan or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the house, building or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said house or any of the improvements are so erected, built or situated. Although the law clearly states that no entity may place a lien on this building or property, the Owner requires release and waivers of liens as required in other portions of this Contract.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11.1 It is hereby understood and mutually agreed, by and between the Contractor, the Contractor's surety, and Owner, that the beginning date and the Contract Time for completion of the Work are essential conditions of the Contract. The Contractor agrees that the Work will be prosecuted regularly and diligently at such rate of progress as will insure full completion thereof within the specified time as agreed upon and set forth in the Contract.

§ 9.11.2 If the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time specified and achieve Substantial Completion, or any proper extension thereof granted by the Owner, then the Contractor and the Contractor's surety will be liable for and does hereby agree to pay to the Owner the sum of One Thousand

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Dollars ($1,000.00), not as a penalty but as liquidation damages, for each and every calendar day that the Work remains incomplete after the time stipulated. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the extreme difficulty in fixing and ascertaining the actual damages the Owner would sustain in such an event, and said amount is agreed to be the amount of damages which the Owner would sustain.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall give fourteen (14) day notice to Owner and Architect prior to use.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Affidavit for Asbestos Exclusion and Notification

Within thirty (30) days of "Notice to Proceed" the Contractor will submit a notarized affidavit that states, "The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by the Contract Documents for this project will be completed without the use of any asbestos, asbestos related materials, fibers or equipment, and that the Architect and Owner will be immediately notified if the Contractor, or any of his assigns or subcontractors, uncovers or has belief that asbestos products or materials are being used, installed or uncovered at the jobsite."

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with

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the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Just prior to termination of the one year warranty period, the Contractor shall accompany the Owner and Architect on a tour of the building and shall note any defects and shall start remedying these defects within ten days of the tour. For extended warranties or guarantees required by various sections, i.e. roofing, compressors, mechanical equipment, the Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within (7) seven days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Architect even though such prosecution should extend beyond the limits of the warranty period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Texas, with venue in the County of Taylor.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments and interest are due and payable pursuant to Texas Prompt Payment Act, Texas Government Code 2251.

§ 13.6 Equal Opportunity in Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractors 's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue
Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents If, before expiration of 30 days from the date of execution of this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Section 15.1.7 shall be applicable to claims by the Contractor against the Architect.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation with the parties mutually agreeing on a mediator. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 DELETED IN ITS ENTIRETY

§ 15.5 Immunities

§ 15.5.1 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and
laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 15.5.2 In any adjudication under this Agreement, reasonable and necessary attorney's fees may be awarded to the prevailing party.

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E1132	Communications Plan - 2nd Floor - Cafe
E1401	Enlarged Power Plan - Kitchen - Cafe
E7111	Lighting Plan - C130
E7121	Power Plan - C130
E7122	Mechanical Power Plan - C130
E8111	Lighting Plan - Meerkat
E8121	Power Plans - Meerkat
E2111	Lighting Plan - Cheetah & Hyena Holding
E2121	Power Plan - Cheetah & Hyena Holding
E3111	Lighting Plan - Lion Holding
E3121	Power Plan - Lion Holding
E4111	Lighting Plan - Giraffe Holding
E4121	Power Plan - Giraffe Holding
E4122	Mechanical Power Plan - Giraffe Holding
E-101	Electrical Demolition Plan - Rhino Holding
E5111	Lighting Plan - Rhino Holding
E5121	Power Plan - Rhino Holding
E5122	Mechanical Power Plan - Rhino Holding

E6111	Lighting Plan - Band Shell
E6121	Power Plans - Band Shell
E-501	Electrical Riser Diagram
E-502	Electrical Details
E-503	Electrical Details
E-601	Electrical Schedules
E-602	Electrical Schedules - Animal Holding Buildings

EXHIBIT C - SPECIFICATIONS

00 11 20	Request for Proposals
00 21 16	Instructions to Proposers
00 31 32	Geotechnical Data
	Geotechnical Report 8821 Abilene Zoo Improvements
00 34 00	Demolition Notification
00 42 00	Proposal Form
00 52 00	Agreement form
	AIA A101-2017 Standard Form of Agreement Between Owner and Contractor
	AIA A201-2017 General Conditions of the Contract for Construction
00 54 10	Weather Table – Abilene
00 73 43	Wage Rate Requirements
01 10 00	Summary
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
	RFI Form
	AIA Document C106-2022 Digital Data Licensing Agreement
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 43 26	Testing Laboratory Services
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion and Sediment Control
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements
02 41 19	Selective Demolition
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete
03 37 13	Shotcrete
04 20 00	Masonry
04 20 00	Unit Masonry
04 22 00	Concrete Unit Masonry
05 12 00	Structural Steel Framing
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 40 00	Cold-Formed Metal Framing
05 50 00	Metal Fabrications
05 51 13	Metal Pan Stairs
05 59 00	Metal Fabrications for Zoo Exhibit Enclosures
06 10 00	Rough Carpentry
06 10 53	Miscellaneous Carpentry
06 13 16	Heavy Timber Construction
06 16 00	Sheathing
06 41 16	Plastic-Laminate -Clad Architectural Cabinets
07 21 00	Thermal Insulation
07 22 16	Roof Board Insulation
07 27 26	Fluid-Applied Membrane Air Barriers

07 31 13	Asphalt Shingles
07 41 13.16	Standing-Seam Metal Roof Panels
07 46 19	Preformed Metal Siding
07 52 16	Modified Asphalt Bituminous Roofing (Cold Applied)
07 71 00	Roof Specialties
07 72 00	Roof Accessories
07 84 43	Joint Firestopping
07 92 00	Joint Sealants
08 11 13	Hollow Metal Doors and Frames
08 14 16	Flush Wood Doors
08 31 13	Access Doors and Frames
08 41 13	Aluminum-Framed Entrances and Storefronts
08 45 13	Translucent Canopy
08 62 50	Tubular Daylighting Device
08 71 00	Door Hardware
08 80 00	Glazing
09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 30 13	Ceramic Tiling
09 51 13	Acoustical Panel Ceilings
09 54 26	Suspended Wood Ceilings
09 65 13	Resilient Base and Accessories
09 65 19	Resilient Tile Flooring
09 67 23	Resinous Flooring
09 78 13	Stainless Steel Wall Panels
09 91 13	Exterior Painting
09 91 23	Interior Painting
10 21 13.19	Plastic Toilet Compartments
10 26 00	Wall and Door Protection
10 28 13	Toilet Accessories
10 44 13	Fire Protection Cabinets
10 44 16	Fire Extinguishers
12 36 61.16	Solid Surfacing Countertops
14 24 00	Machine Room-Less Hydraulic Passenger Elevators
21 05 00	Common Work Results for Fire Suppression
21 13 13	Wet-Pipe Sprinkler Systems
21 13 16	Dry-Pipe Sprinkler Systems
22 05 29	Hangers and Supports for Plumbing Piping and Equipment
22 07 00	Plumbing Insulation
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary Sewerage
22 14 00	Facility Storm Drainage
22 34 00	Fuel-Fired Domestic Water Heaters
22 40 00	Plumbing Fixtures
23 05 00	General Mechanical Requirements
23 05 00.20	Basic Mechanical Materials and Methods
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 00	HVAC Insulation
23 11 23	Facility Natural-Gas Piping

23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Outlets and Inlets
23 74 16.11	Packaged, Small-Capacity, Rooftop Air Conditioning Units
23 81 26.10	Ductless-Split System Air Conditioners
26 05 00	Basic Electrical Methods
26 05 13	Building Wire and Cable
26 05 19	Equipment Wiring Systems
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 05 73	Power System Studies
26 12 16	Dry Type Transformers
26 18 39	Enclosed Motor Controllers
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16.16	Enclosed Switches
26 51 00	Interior Lighting
28 31 00	Fire Alarm Systems
28 35 00	Emergency Radio Communication Enhancement Systems
31 10 00	Site Clearing
31 20 00.10	Earth Moving for Facility
31 23 00	Excavation and Fill
31 23 00.10	Excavation and Fill for Utilities
31 31 16	Termite Control
31 63 29	Drilled Concrete Piers and Shafts
32 11 50	Flexible Base Course
32 12 16	Asphalt Paving
32 13 13	Concrete Paving
32 13 73	Concrete Paving Joint Sealants
32 15 40	Aggregate Paving with Stabilizer
32 17 23	Pavement Markings
32 18 16.13	Playground Protective Surfacing
32 31 05	Animal Enclosure Systems
32 31 13.53	High-Security Fencing and Gates
32 31 13.54	Electric Fencing
32 31 29	Wood Fences and Gates
32 40 00	Site Improvements
32 91 13	Soil Preparation
32 92 00	Turf and Grasses
32 93 00	Plants
33 05 00	Common Work Results for Utilities
33 12 00	Water Utility Distribution Equipment
33 13 00	Disinfection of Water Utility Distribution
33 31 00.10	Sanitary and Storm Utility Sewerage Piping

Memorandum of Understanding
between
City of Abilene, Texas and Grover Nelson Park Zoo Foundation

This Agreement ("Memorandum") is made by and between the City of Abilene, Texas ("City"), and the Grover Nelson Park Zoo Foundation, an organization recognized under Section 501(c)(3) of the Internal Revenue Code, as amended ("Nelson").

The City completed its new Ten Year Master Plan ("Master Plan") for permanent improvements at the Abilene Zoo ("Zoo"), which Master Plan calls for significant expansion and improvement of its facilities. The Master Plan was approved by the Abilene City Council in August, 2022.

Nelson is an independent Texas non-profit solely dedicated to the financial support of the Zoo, and serves as an endowment fund, receiving and investing funds for the long-term benefit of the Zoo. Nelson has accepted and will accept contributions from donors dedicated to its Master Plan fund and hold , invest and administer such funds solely for the completion of the Master Plan. Nelson will contribute the sum of $ 12.5 million, in support of the completion of the Master Plan , Phase 1.

Therefore, it is agreed:

1. Nelson will accept, hold, invest and manage all donor funds directed for the Master Plan Phase 1, and the investment earnings thereon solely for use in the Zoo improvements outlined in Phase 1. If there are any unused funds after full completion of Phase 1, then Nelson will hold, invest, and manage such unused funds for Phase 2 of the Zoo Master Plan.

2. Except as may be required by law, City will hold, invest, manage and distribute any public bond funds received by it and the investment earnings thereon solely for the benefit of the Abilene Zoo, Phase 1. The City will use all of the public bond funds and earnings thereon first before Nelson's obligation to pay such invoices begins, except as provided in 4., below.

3. All Phase 1 construction invoices will be sent to the Zoo Director for approval and then forwarded to the City and Nelson, along with payment instructions.

4. Nelson will pay all invoices from Parkhill for architectural fees.

5. Nothing herein shall be construed to create a partnership, joint venture or other joint enterprise between the parties.

6. This Agreement is effective when signed by all parties and will remain in effect until

terminated Neither party may assign or transfer its rights or obligations to another without the consent of the other parties, and any amendment or waiver may only be done with the consent of all parties.

7. In the event of a dispute, the parties will use their best efforts to resolve the dispute. If informal resolution is not successful within sixty (60) days, then the parties will mediate the dispute, choosing a mediator together and sharing the costs of mediation equally. Nothing herein waives a party's right to seek relief through judicial action.

8. This Agreement was prepared by Nelson; however, the parties agree that its construction or interpretation may not be weighed for or against Nelson solely on that fact.

9. The contact information for the parties is:

   For the City: Robert Hanna, City Manager, 555 Walnut, Abilene, Tx 79601; (325) 676-6200

   For Nelson: Randy Piersall, Chair, 733 Butternut, Abilene, Tx 79602; (325) 677-3783

10. Law governing this Agreement is the law of the State of Texas and venue for any legal proceeding shall be in Taylor County, Texas.

City of Abilene, Texas

By: Robert Hanna
Robert Hanna, City Manager

9/18/2024
Date

Grover Nelson Park Zoo Foundation

By: Randy Piersall
Randy Piersall, Chair

9/4/24
Date

Award of Contract to Sedalco Construction Services for Abilene Zoo Improvements

Jesse Pottebaum

CITY OF ABILENE TEXAS

Award of Contract to Sedalco Construction Services for Abilene Zoo Improvements

- The Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the Zoo on November 7, 2023.
- The City of Abilene determined a Best Value Request for Proposals shoud be used for the project based upon the project complexity and time constraints.
- Five Proposals were received in response to the October 5th and October 12th, 2025 advertisements for the project.
- The City of Abilene has completed evaluations of all proposals and determined Sedalco Construction Services provided the best proposal for a total of $24,630,000.
- Grover Nelson Foundation has paid all the architecture design fees and will be covering a majority of the FFE.
- Staff recommends award to Sedalco Construction Services.

CITY OF ABILENE TEXAS

Award of Contract to Sedalco Construction Services for Abilene Zoo Improvements

QUESTIONS ?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **27. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 19.12 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Tim Littlejohn)***

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of te territory annexed.

The City of Abilene seeks to annex property owned by Lancium Abilene, LLC, generally described as 19.12 acres located in Taylor County.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made an offer of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.

The Annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

ATTACHMENTS:

1. Annexation Ordinance Tracts 16-17
2. Exhibit A - Tracts 16 and 17
3. Exhibit B-Municipal Svs Agreement-Lancium Abilene-19.12 Acres
4. Annexation Map_Tracts16_17
5. Presentation-Annexation-19.12 Acres

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 19.12 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit "A" and "B", incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A" attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "B" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 4th day of December, 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 30th day of November, 2025, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 18th day of December, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of December, 2025.

ATTEST:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A
TRACTS 16 and 17

BEING A 19.12 ACRE TRACT, SAME BEING THE REMAINDER A 25.01 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS, AND BEING ALL OF THE 25.01 ACRES RECORDED IN DOCUMENT NO. 2024-14827, OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING IS GRID NORTH, NAD 83, TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD) AT THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHEAST CORNER OF LOT 2, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS;

THENCE SOUTH 59 DEGREES 19 MINUTES 25 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF F.M. 2404, A DISTANCE OF 684.22 FEET TO A FOUND 1/2 INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHWEST CORNER OF A 143.61 ACRE TRACT RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS;

THENCE SOUTH 15 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 800.13 FEET TO A FOUND 1/2 INCH IRON PIPE AT AN ANGLE POINT IN THE EAST BOUNDARY LINE OF SAID 25.01 ACRE TRACT AND THIS TRACT;

THENCE SOUTH 00 DEGREES 40 MINUTES 01 SECONDS WEST, AT 1231.4' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE NORTHEAST CORNER OF A 0.9 ACRE SAVE AND EXCEPT TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AT 1331.4' PASSING A FOUND 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, CONTINUING A TOTAL DISTANCE OF 1543.30 FEET TO A FOUND 3/8 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT;

THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 392.28 FEET TO A FOUND 3/8 INCH IRON ROD IN THE WEST BOUNDARY LINE OF SAID LOT 4, A.F. MCDONALD SUBDIVISION AT THE SOUTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING IN THE EAST BOUNDARY LINE OF LOT 101, BLOCK B CORRECTED PLAT RECORDED IN CABINET 5, SLIDE 166, PLAT RECORDS, TAYLOR COUNTY TEXAS;

THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST, AT 214.6' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE SOUTHWEST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, SAME BEING AT THE NORTHEAST CORNER OF SAID LOT 101, BLOCK B, AT 314.8' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE NORTHWEST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, SAME BEING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK A, CONTINUING A TOTAL DISTANCE OF AT 460.06 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING AT A WEST CORNER OF THIS TRACT;

THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED “H&T” IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED “H&T” IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED “H&T” IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST A DISTANCE OF 756.26 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 19.12 ACRES.

SAVE AND EXCEPT: A 0.9 ACRE TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, AND LANCIUM ABILENE, LLC

This Municipal Services Agreement ("Agreement") is entered into on this the 5th day of November, 2025, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium Abilene, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns two parcels of land situated in Taylor County, Texas, which consist of approximately 19.12 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated November 3, 2025;

WHEREAS, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services"

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

Lancium Abilene, LLC

Jennifer Kennedy

By: Jennifer Kennedy

November 5, 2025

Date

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 5th day of November, 2025, by Jennifer Kennedy, VP-Tax (title), on behalf of Lancium Abilene, LLC.

DESTINY HOWARD
Notary ID #135530182
My Commission Expires
August 28, 2029

Destiny Howard

Notary Public, State of Texas

CITY OF ABILENE

E Crawford

Emily Crawford, City Manager

11/7/25

Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

This instrument was acknowledged before me on the 7th day of November, 2025, by Emily Crawford, Manager.

Notary Public, State of Texas

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

EXHIBIT A
TRACTS 16 and 17

BEING A 19.12 ACRE TRACT, SAME BEING THE REMAINDER A 25.01 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS, AND BEING ALL OF THE 25.01 ACRES RECORDED IN DOCUMENT NO. 2024-14827, OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING IS GRID NORTH, NAD 83, TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD) AT THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHEAST CORNER OF LOT 2, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS;

THENCE SOUTH 59 DEGREES 19 MINUTES 25 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF F.M. 2404, A DISTANCE OF 684.22 FEET TO A FOUND 1/2 INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHWEST CORNER OF A 143.61 ACRE TRACT RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS;

THENCE SOUTH 15 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 800.13 FEET TO A FOUND 1/2 INCH IRON PIPE AT AN ANGLE POINT IN THE EAST BOUNDARY LINE OF SAID 25.01 ACRE TRACT AND THIS TRACT;

THENCE SOUTH 00 DEGREES 40 MINUTES 01 SECONDS WEST, AT 1231.4' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE NORTHEAST CORNER OF A 0.9 ACRE SAVE AND EXCEPT TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AT 1331.4' PASSING A FOUND 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, CONTINUING A TOTAL DISTANCE OF 1543.30 FEET TO A FOUND 3/8 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT;

THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 392.28 FEET TO A FOUND 3/8 INCH IRON ROD IN THE WEST BOUNDARY LINE OF SAID LOT 4, A.F. MCDONALD SUBDIVISION AT THE SOUTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING IN THE EAST BOUNDARY LINE OF LOT 101, BLOCK B CORRECTED PLAT RECORDED IN CABINET 5, SLIDE 166, PLAT RECORDS, TAYLOR COUNTY TEXAS;

THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST, AT 214.6' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE SOUTHWEST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, SAME BEING AT THE NORTHEAST CORNER OF SAID LOT 101, BLOCK B, AT 314.8' PASSING A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "SHEPPARD RPLS 3697" AT THE NORTHWEST CORNER OF SAID 0.9 ACRE SAVE AND EXCEPT TRACT, SAME BEING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK A, CONTINUING A TOTAL DISTANCE OF AT 460.06 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING AT A WEST CORNER OF THIS TRACT;

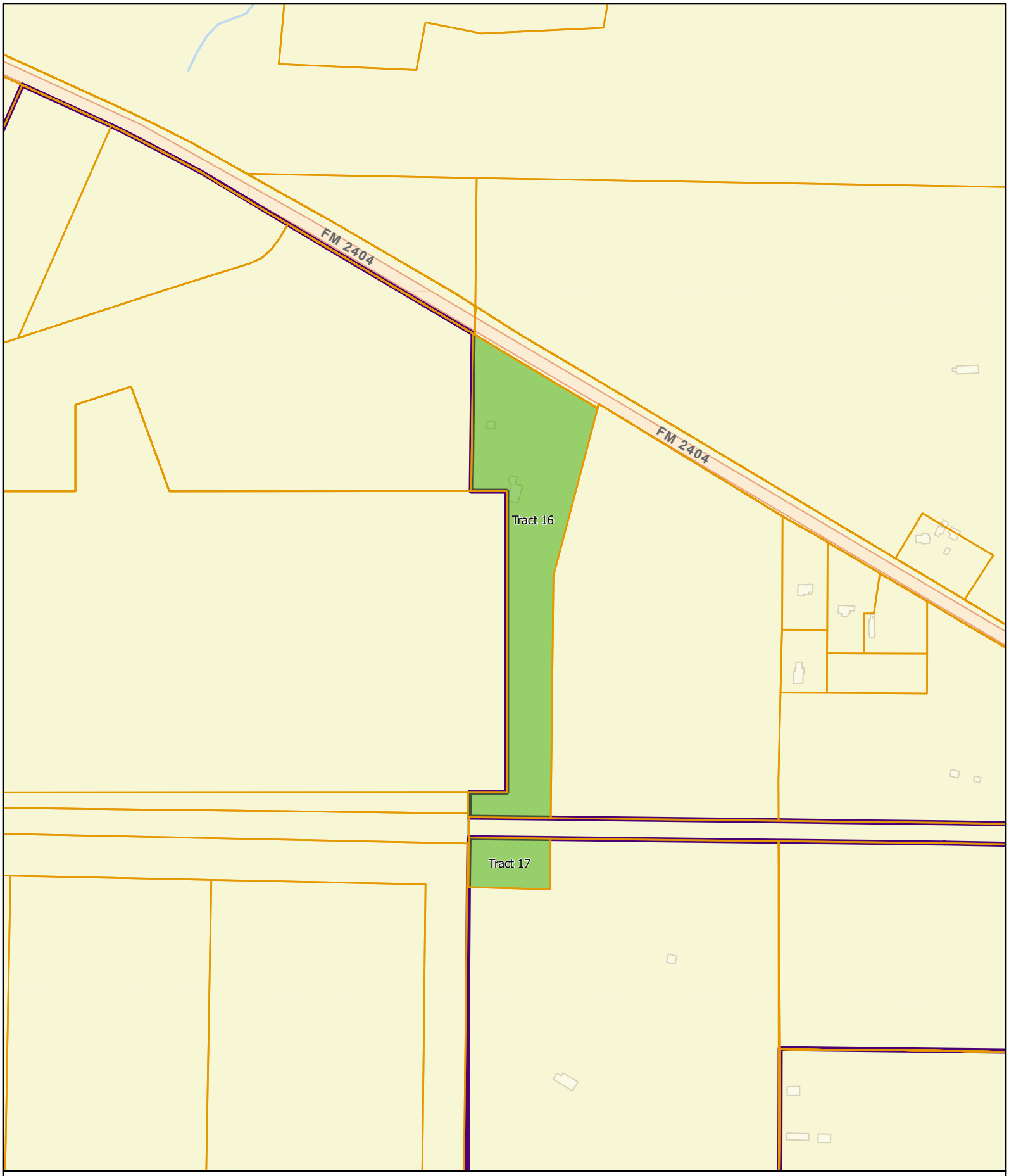
THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;

THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST A DISTANCE OF 756.26 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 19.12 ACRES.

SAVE AND EXCEPT: A 0.9 ACRE TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS.



Courier Parcels
Tracts
Municipal Boundaries

0 250 500 1,000 US Feet

City of Abilene - Annexation Map

Tracts 16 & 17

CITY OF ABILENE

Produced By: Abilene GIS
Production Date: 11/20/2025
Phone: (325) 674-1235

Annexation of approximately 19.12 Acres into the City Limits of the City of Abilene, Texas

Tim Littlejohn

CITY OF ABILENE TEXAS

Annexation of approximately 19.12 Acres into the City Limits of the City of Abilene, Texas

- Lancium Abilene Real Estate, LLC desires that property they own, described as a 47.18 acre tract, be annexed into the city limits of the City of Abilene.
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owner.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.

CITY OF ABILENE TEXAS

Annexation of approximately 19.12 Acres into the City Limits of the City of Abilene, Texas

CITY OF ABILENE TEXAS

Annexation of approximately 19.12 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **28. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 140.97 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Tim Littlejohn)***

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of te territory annexed.

The City of Abilene seeks to annex property owned by Lancium Abilene II, LLC, generally described as 140.97 acres located in Taylor County.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made an offer of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.

The Annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

ATTACHMENTS:

1. Annexation Ordinance Tracts 18-19
2. Exhibit A - Tracts 18 and 19
3. Exhibit B-Municipal Svs Agreement-Lancium Abilene II-140.97 Acres
4. Annexation Map-Tracts18_19
5. Presentation-Annexation-140.97 Acres

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 140.97 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit "A" and "B", incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A" attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "B" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 4th day of December, 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 30th day of November, 2025, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 18th day of December, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of December, 2025.

ATTEST:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

TRACTS 18 and 19

140.97 acres, more or less, out of the West part of Lot 4 of A.F. McDonald's Subdivision of the Wilson W. Sill's Surveys No. 23, Abstract No. 0232 and 24, Abstract No. 0233, Taylor County, Texas, said 140.97 acres being all of that same 141.09 acre tract described in Instrument No. 2024-15977, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 3/8" rebar found on the west boundary line of said Lot 4, at the southwest corner of a 25.01 acre tract recorded in Instrument No. 2024-14827, Official Public Records, Taylor County, Texas, for the most westerly northwest corner of this tract, whence the northwest corner of said Lot 4 is recorded to bear N0°15'W 2684.7 feet;

Thence S89°22'14"E 392.27 feet to a 3/8" rebar found at the southeast corner of said 25.01 acre tract for an interior corner of this tract;

Thence N0°40'10"E, along the east boundary line of said 25.01 acre tract, at 211.95 feet pass a ½" rebar found at the southeast corner of a 0.90 acre, save and except, tract recorded in Instrument No. 2019-2247, Official Public Records, Taylor County, Texas, at 311.90 feet pass a ½" rebar found at the northeast corner of said 0.90 acre, save and except tract and continue along for a total distance of 1543.31 feet to a ½" pipe found at an interior corner of said 25.01 acre tract, for an exterior corner of this tract;

Thence N15°00'24"E 800.06 feet to a ½" pipe found on the southwest line of F.M. Highway 2404 (100 foot right-of-way – AKA Old Anson Road), at the northeast corner of said 25.01 acre tract, for the most northerly northwest corner of this tract;

Thence S59°20'32"E 1035.83 feet, along the southwest right-of-way line of F.M. Highway 2404, to a 3/8" rebar found at the northwest corner of a 1.95 acre tract recorded in Instrument No. 2018-8721, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

Thence S0°32'42"W, at 1496.20 feet pass the northeast corner of a 3.42 acre tract recorded in Volume 210, Page 286, Deed Records, Taylor County, Teas, at 1596.20 feet pass the southwest corner of said 3.42 acre tract and continue along for a total distance of 4494.49 feet to a ½" pipe found on the south boundary line of said Lot 4, at the southwest corner of Lot 101, Block A, Second Amended Plat of Disability Resources Inc. Neighborhood Community Subdivision, as shown by plat recorded in Cabinet 4, Slide 489, Plat Records, Taylor County, Texas, for the southeast corner of this tract;

Thence N89°04’19”W 1494.34 feet to a ½” pipe found at the southwest corner of said Lot 4 and the southeast corner of said Lot 101, Block B, Corrected Plat of Lancium Subdivision, as shown by plat recorded in Cabinet 5, Slide 166, Plat Records, Taylor County, Teas, for the southwest corner of this tract;

Thence N0°36’21”E 2686.74 feet, along the west boundary line of said Lot 4 and the east boundary line of said Lot 101, Block B, Corrected Plat of Lancium Subdivision, to the place of beginning and containing 143.49 acres of land, Save and Except 2.52 acres of said 3.42 acre tract, leaving a net of 140.97 acres of land, more of less.

Said 2.52 acre tract more particularly described by metes and bounds as follows:

BEING 2.52 acres, more or less, out of the West part of Lot 4 of A.F. McDonald’s Subdivision of the Wilson W. Sills Survey No. 24, Abstract No. 0233, Taylor County, Texas, said 2.52 acres being part of a 3.42 acre tract described in Volume 210, Page 286, Deed Records, Taylor County, Texas and part of a 143.61 acre tract described in Instrument No. 2024-15977, Official Public Records, Taylor County, Texas, said 2.52 acres being more particularly described as follows:

BEGINNNING at a ½” rebar found on the east boundary line of a 25.01 acre tract recorded in Instrument No. 2024-14827, Official Public Records, Taylor County, Texas, and the southeast corner of a 0.90 acre tract described in Instrument No. 2019-2247, Official Public Records, Taylor County, Texas, for the southwest corner of this tract;

THENCE N0°40’10”E 99.95 feet, to a ½” rebar found at the northeast corner of said 0.90 acre tract for the northwest corner of this tract;

THENCE S88°56’44”E 1098.46 feet, along the north boundary line of said 3.42 acre tract to a point on the east boundary line of said 143.61 acre tract, for the northeast corner of this tract, whence a 3/8” rebar found at the northeast corner of said 143.61 acre tract on the southwest right-of-way line of F.M. Highway 2404 bears N0°32’42”E 1496.20 feet;

THENCE S0°32’42”W 100.0 feet, to a point on the south boundary line of said 3.42 acre tract for the southeast corner of this tract, whence a ½” pipe found on the south boundary line of said Survey No. 24 at the southeast corner of said 143.61 acre tract bears S0°32’42”W 2898.29 feet;

THENCE N88°56’36”W 1098.64 feet, along the south boundary line of said 3.42 acre tract to the place of beginning and containing 2.52 acres of land, more or less.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, AND LANCIUM ABILENE II, LLC

This Municipal Services Agreement ("Agreement") is entered into on this the 5th day of November, 2025, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium Abilene II, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns two parcels of land situated in Taylor County, Texas, which consist of approximately 140.97 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated November 3, 2025;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services"

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

Lancium Abilene II, LLC

Jennifer Kennedy
Jennifer Kennedy
By:

November 5, 2025
Date

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 5th day of November, 2025, by Jennifer Kennedy, VP-Tax (title), on behalf of Lancium Abilene II, LLC.

Destiny Howard
Notary Public, State of Texas

DESTINY HOWARD
Notary ID #135530182
My Commission Expires
August 28, 2029

CITY OF ABILENE

ECrawford
Emily Crawford, City Manager

11/7/25
Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

This instrument was acknowledged before me on the 7th day of November, 2025, by Emily Crawford, Manager.

Notary Public, State of Texas

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

EXHIBIT A

TRACTS 18 and 19

140.97 acres, more or less, out of the West part of Lot 4 of A.F. McDonald's Subdivision of the Wilson W. Sill's Surveys No. 23, Abstract No. 0232 and 24, Abstract No. 0233, Taylor County, Texas, said 140.97 acres being all of that same 141.09 acre tract described in Instrument No. 2024-15977, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 3/8" rebar found on the west boundary line of said Lot 4, at the southwest corner of a 25.01 acre tract recorded in Instrument No. 2024-14827, Official Public Records, Taylor County, Texas, for the most westerly northwest corner of this tract, whence the northwest corner of said Lot 4 is recorded to bear N0°15'W 2684.7 feet;

Thence S89°22'14"E 392.27 feet to a 3/8" rebar found at the southeast corner of said 25.01 acre tract for an interior corner of this tract;

Thence N0°40'10"E, along the east boundary line of said 25.01 acre tract, at 211.95 feet pass a ½" rebar found at the southeast corner of a 0.90 acre, save and except, tract recorded in Instrument No. 2019-2247, Official Public Records, Taylor County, Texas, at 311.90 feet pass a ½" rebar found at the northeast corner of said 0.90 acre, save and except tract and continue along for a total distance of 1543.31 feet to a ½" pipe found at an interior corner of said 25.01 acre tract, for an exterior corner of this tract;

Thence N15°00'24"E 800.06 feet to a ½" pipe found on the southwest line of F.M. Highway 2404 (100 foot right-of-way – AKA Old Anson Road), at the northeast corner of said 25.01 acre tract, for the most northerly northwest corner of this tract;

Thence S59°20'32"E 1035.83 feet, along the southwest right-of-way line of F.M. Highway 2404, to a 3/8" rebar found at the northwest corner of a 1.95 acre tract recorded in Instrument No. 2018-8721, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

Thence S0°32'42"W, at 1496.20 feet pass the northeast corner of a 3.42 acre tract recorded in Volume 210, Page 286, Deed Records, Taylor County, Teas, at 1596.20 feet pass the southwest corner of said 3.42 acre tract and continue along for a total distance of 4494.49 feet to a ½" pipe found on the south boundary line of said Lot 4, at the southwest corner of Lot 101, Block A, Second Amended Plat of Disability Resources Inc. Neighborhood Community Subdivision, as shown by plat recorded in Cabinet 4, Slide 489, Plat Records, Taylor County, Texas, for the southeast corner of this tract;

Thence N89°04'19"W 1494.34 feet to a ½" pipe found at the southwest corner of said Lot 4 and the southeast corner of said Lot 101, Block B, Corrected Plat of Lancium

Subdivision, as shown by plat recorded in Cabinet 5, Slide 166, Plat Records, Taylor County, Teas, for the southwest corner of this tract;

Thence N0°36'21"E 2686.74 feet, along the west boundary line of said Lot 4 and the east boundary line of said Lot 101, Block B, Corrected Plat of Lancium Subdivision, to the place of beginning and containing 143.49 acres of land, Save and Except 2.52 acres of said 3.42 acre tract, leaving a net of 140.97 acres of land, more of less.

Said 2.52 acre tract more particularly described by metes and bounds as follows:

BEING 2.52 acres, more or less, out of the West part of Lot 4 of A.F. McDonald's Subdivision of the Wilson W. Sills Survey No. 24, Abstract No. 0233, Taylor County, Texas, said 2.52 acres being part of a 3.42 acre tract described in Volume 210, Page 286, Deed Records, Taylor County, Texas and part of a 143.61 acre tract described in Instrument No. 2024-15977, Official Public Records, Taylor County, Texas, said 2.52 acres being more particularly described as follows:

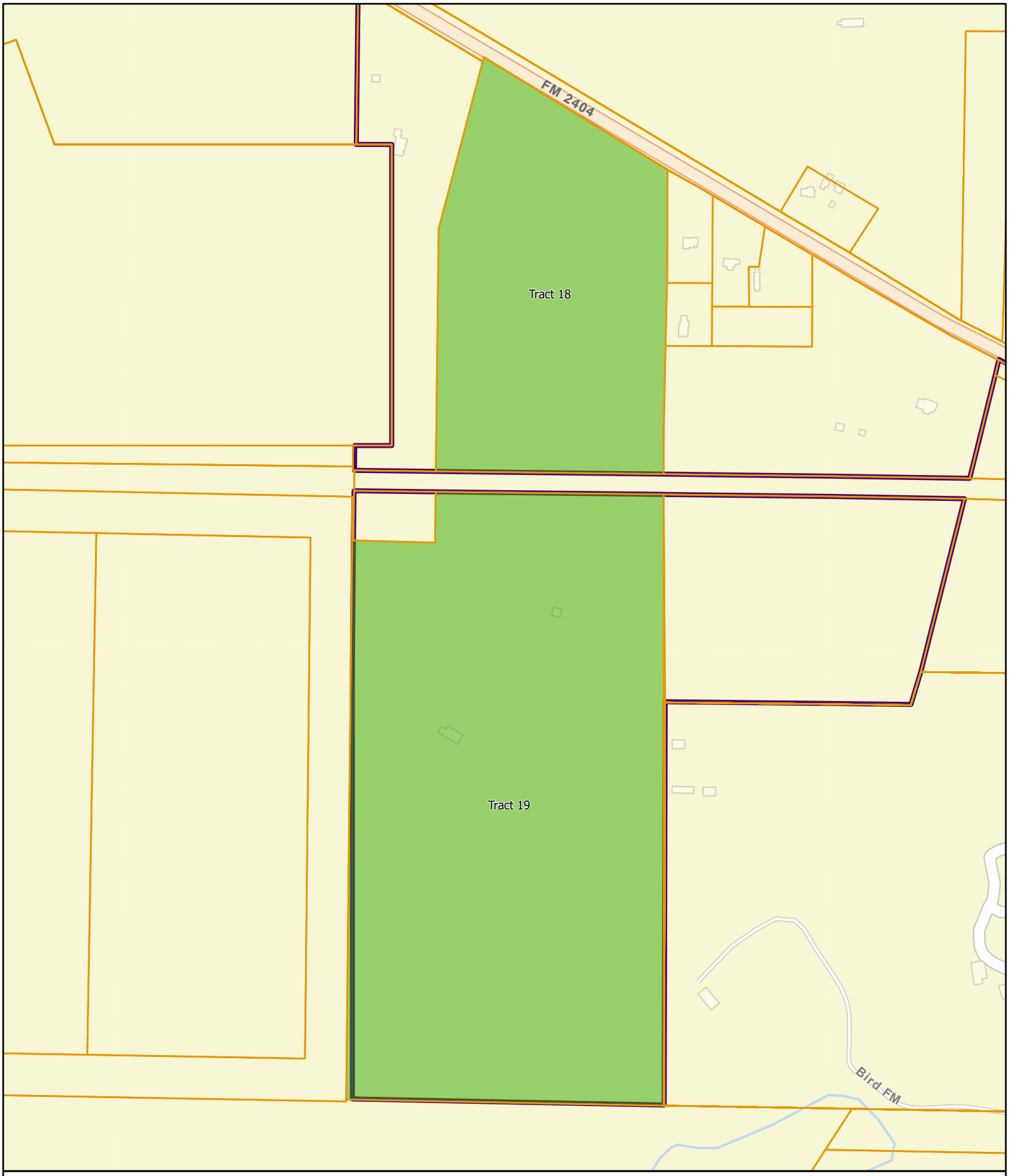
BEGINNNING at a ½" rebar found on the east boundary line of a 25.01 acre tract recorded in Instrument No. 2024-14827, Official Public Records, Taylor County, Texas, and the southeast corner of a 0.90 acre tract described in Instrument No. 2019-2247, Official Public Records, Taylor County, Texas, for the southwest corner of this tract;

THENCE N0°40'10"E 99.95 feet, to a ½" rebar found at the northeast corner of said 0.90 acre tract for the northwest corner of this tract;

THENCE S88°56'44"E 1098.46 feet, along the north boundary line of said 3.42 acre tract to a point on the east boundary line of said 143.61 acre tract, for the northeast corner of this tract, whence a 3/8" rebar found at the northeast corner of said 143.61 acre tract on the southwest right-of-way line of F.M. Highway 2404 bears N0°32'42"E 1496.20 feet;

THENCE S0°32'42"W 100.0 feet, to a point on the south boundary line of said 3.42 acre tract for the southeast corner of this tract, whence a ½" pipe found on the south boundary line of said Survey No. 24 at the southeast corner of said 143.61 acre tract bears S0°32'42"W 2898.29 feet;

THENCE N88°56'36"W 1098.64 feet, along the south boundary line of said 3.42 acre tract to the place of beginning and containing 2.52 acres of land, more or less.



Courier Parcels
Tracts
Municipal Boundaries

0 250 500 1,000 US Feet

City of Abilene - Annexation Map

Tracts 18 & 19

CITY OF ABILENE

Produced By: Abilene GIS
Production Date: 11/20/2025
Phone: (325) 674-1235

Annexation of approximately 140.97 Acres into the City Limits of the City of Abilene, Texas

Tim Littlejohn

CITY OF ABILENE TEXAS

Annexation of approximately 140.97 Acres into the City Limits of the City of Abilene, Texas

- Lancium Abilene Real Estate, LLC desires that property they own, described as a 47.18 acre tract, be annexed into the city limits of the City of Abilene.
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owner.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.

CITY OF ABILENE TEXAS

Annexation of approximately 140.97 Acres into the City Limits of the City of Abilene, Texas

CITY OF ABILENE TEXAS

Annexation of approximately 140.97 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **29. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 47.18 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Tim Littlejohn)***

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of te territory annexed.

The City of Abilene seeks to annex property owned by Lancium Abilene Real Estate, LLC, generally described as 47.18 acres located in Taylor County.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made an offer of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.

The Annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into

the city limits of the City of Abilene, Texas.

ATTACHMENTS:

1. Annexation Ordinance Tracts 27-31
2. Exhibit A-Tract 27
3. Exhibit B-Tract 28
4. Exhibit C-Tract 29
5. Exhibit D-Tract 30
6. Exhibit E-Tract 31
7. Exhibit B - Municipal Svs Agreement-Lancium Abilene Real Estate-47.18 Acres
8. Annexation Map-27_28_29_30_31
9. Presentation-Annexation-47.18 Acres

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 47.18 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibits “A” through “F” are incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibits “A”, “B”, “C”, “D”, and “E”, attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present

boundaries of the City of Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibits "A", "B", "C", "D", and "E" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A", "B", "C", "D", and "E", are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "F" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 4th day of December, 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 30th day of November, 2025, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 18th day of December, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of December, 2025.

ATTEST:

_____ _____

City Secretary

Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

TRACT 27

BEING 11.95 acres out of the Southeast 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, said 11.95 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the intersection of the west line and south line of Spinks Road, at the northeast corner of said 5.0 acre tract, for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear S89° 34'E 24 feet and South 2681 feet;

THENCE S0°39'46"W 371.25 feet, along the west line of Spinks Road, to a 3/8” rebar found at the southeast corner of said 5.0 acre tract and the northeast corner of a 3 acre tract recorded in Instrument No. 2017-1339, Official Public Records, Taylor County, Texas, for the most easterly southeast corner of this tract;

THENCE N89°28'41"W 361.50 feet, along the south line of said 5.0 acre tract, to a point at the northwest corner of said 3 acre tract and the most easterly northeast corner of said 6.95 acre tract, for an interior corner of this tract, whence an existing 4" pipe fence corner post bears S68°E 0.9 feet;

THENCE S0°38'25"W 361.53 feet to a 3/8” rebar, with GEOTEX cap, set at the southwest corner of said 3 acre tract and the southeast corner of said 6.95 acre tract, for the most southerly southeast corner of this tract;

THENCE N89°28'41"W 527.62 feet, to a point at the southwest corner of said 6.95 acre tract, for the southwest corner of this tract, whence a found 5/8” rebar bears S0°41'15"W 0.5 feet;

THENCE N0°45'40"E 773.0 feet, to a point on the south line of Spinks Road, at the northwest corner of said 6.95 acre tract, for the northwest corner of this tract, whence a found 3/8” rebar bears N0°45'10"E 0.76 feet;

THENCE S89°27'52"E 887.71 feet, along the south line of Spinks Road and the north line of said 6.95 acre tract and said 5.0 acre tract, to the place of beginning and containing 11.95 acres of land.

EXHIBIT B

TRACT 28

BEING 16.39 acres of land out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and being all of a called 16.35 acre tract conveyed to Charles Baucum, of record in Document No. 2012-08766, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 16.39 acres being more particularly described as follows:

BEGINNING at a recovered 3/8” rebar on the south line of Spinks Road at the northeast corner of said 16.35 acre tract and the northwest corner of a called 11.95 acre tract of record in Document No. 2025-08958, O.P.R.T.C.T., for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear N89°52'E 891.5 feet, South 2681 feet and S89°34E 24 feet;

THENCE S0°45'26"W 733.01 feet, with the east line of said 16.35 acre tract and the west line of said 11.95 acre tract, to a point at the southeast corner of said 16.35 acre tract and the southwest corner of said 11.95 acre tract, same being on the north line of a called 26.84 acre tract of record in Volume 2109, Page 254, O.P.R.T.C.T., for the southeast corner of this tract, whence a recovered 1” iron rod bears S1°W 1.2 feet;

THENCE N89°31'28"W 972.53 feet, with the south line of said 16.35 acre tract, the north line of said 26.84 acre tract and the north line of a called 27.22 acre tract of record in Document No. 2018-14585, O.P.R.T.C.T., to a point at the southwest corner of said 16.35 acre tract and the southeast corner of a called 15.00 acre tract of record in Document No. 2011-07548, O.P.R.T.C.T., for the southwest corner of this tract, whence a recovered 3/8” rebar bears S1°W 2.8 feet;

THENCE N0°27'45"E 732.52 feet, with the west line of said 16.35 acre tract and the east line of said 15.00 acre tract, to a recovered 3/8” rebar on the south line of Spinks Road at the northwest corner of said 16.35 acre tract and the northeast corner of said 15.00 acre tract, for the northwest corner of this tract;

THENCE S89°33'10"E 976.30 feet, with the south line of said Spinks Road and the north line of said 16.35 acre tract, to the place of beginning and containing 16.39 acres of land.

EXHIBIT C

TRACT 29

BEING 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and being all of a called 15.00 acre tract conveyed to Joseph Cychosz and spouse, Denise M. Cychosz, of record in Document No. 2011-07548, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 15.00 acres being more particularly described as follows:

BEGINNING at a recovered 3/8” rebar at the southwest corner of Spinks Road at the northwest corner of said 15.00 acre tract on the east line of a called 40 acre tract of record in Volume 1751, Page 846, O.P.R.T.C.T., for the northwest corner of this tract, whence the southeast corner of said Section 55 is recorded to bear N89°52'E 2481feet, South 2681 feet and S89°34E 24 feet;

THENCE S89°29'07"E 976.75 feet, with the south line of said Spinks Road and the north line of said 15.00 acre tract, to a recovered 3/8” rebar at the northeast corner of said 15.00 acre tract and the northwest corner of a called 16.35 acre tract of record in Document No. 2012-08766, O.P.R.T.C.T., for the northeast corner of this tract;

THENCE S00°27'41"W 732.52 feet, with the east line of said 15.00 acre tract and the west line of said 16.35 acre tract to a point at the southeast corner of said 15.00 acre tract and the southwest corner of said 16.35 acre tract, same being on north line of a called 27.22 acre tract of record in Document No. 2018-14585, O.P.R.T.C.T., for the southeast corner of this tract, whence a recovered 3/8” rebar bears S1°W 2.8 feet;

THENCE N89°31'28"W 807.12 feet, with the south line of said 15.00 acre tract, the north line of said 27.22 acre tract and the north line of a called 22.22 acre tract of record in Volume 1859, Page 226, O.P.R.T.C.T., to a 3” wood post on the west line of said Section 55 at the southwest corner of said 15.00 acre tract on the east line of said 40 acre tract, for the southwest corner of this tract;

THENCE N12°33'51"W 752.59 feet, with the west line of said Section 55, the west line of said 15.00 acre tract and the east line of said 40 acre tract, to the place of beginning and containing 15.00 acres of land.

EXHIBIT D

TRACT 30

BEING 3.0 acres out of the Southeast ¼ of Section 55, Block 16, T. & P. RR. Company Surveys, Abstract No. 0385, Taylor County, Texas, said 3.0 acres being all of a 3.0 acre tract recorded in Instrument No. 2017-01339, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar found on the west side of Spinks Road (no dedication found – used as a public road), at the most easterly southeast corner of an 11.95 acre tract recorded in Instrument No. 2025-08958, Official Public Records, Taylor County, Texas, for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear S89°34'E 24 feet and South 2681 feet;

THENCE S0°38'30"W 361.47 feet, along the west side of Spinks Road, to a 3/8" rebar found for the southeast corner of this tract;

THENCE N89°29'15"W 361.65 feet to a 3/8" rebar found at the most southerly southeast corner of said 11.95 acre tract, for the southwest corner of this tract;

THENCE N0°39'55"E 361.53 feet to a point at the interior corner of said 11.95 acre tract, for the northwest corner of this tract, whence an existing 4" pipe fence corner post bears S68°E 0.9 feet;

THENCE S89°28'40"E 361.50 feet, along the south boundary line of said 11.95 acre tract, to the place of beginning and containing 3.0 acres of land.

EXHIBIT E

TRACT 31

BEING 0.84 acres of land out of Section 55, Block 16, T. & P. RR. Company Survey, Taylor County, Texas, said 0.84 acres 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 being more particularly described as follows:

BEGINNING at a point on the west line of Spinks Road at the northeast corner of said 0.84 acre tract, for the northeast corner of this tract, whence a power pole (deed corner reference) bears S88°57'31"E 0.65 feet, a recovered 3/8" rebar (unknown origin) bears N21°38'11"E 2.04 feet and a recovered 3/8" rebar at the southeast corner of a called 3 acre tract (apparent deed gap) of record in Document No. 2017-01339, O.P.R.T.C.T. bears N8°40'27"W 9.62 feet;

THENCE S0°53'10"W 191.80 feet, with the west line of said Spinks Road and the east line of said 0.84 acre tract, to a 3/8" rebar w/ GEOTEX cap set (reference deed corner not recovered) at the southeast corner of said 0.84 acre tract, for the southeast corner of this tract;

THENCE N88°57'31"W 191.30 feet, with the south line of said 0.84 acre tract, to a recovered 3/8" rebar (deed corner) at the southwest corner of said 0.84 acre tract, for the southwest corner of this tract;

THENCE N0°53'10"E 191.80 feet, with the west line of said 0.84 acre tract, to a recovered 3/8" rebar at the northwest corner of said 0.84 acre tract, for the northwest corner of this tract and being 7.8 feet, S0°53'10"W (apparent deed gap) of the south line of said 3 acre tract;

THENCE S88°57'31"E 191.30 feet, with the north line of said 0.84 acre tract, to the place of beginning and containing 0.84 acre of land.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, AND LANCIUM ABILENE REAL ESTATE, LLC

This Municipal Services Agreement ("Agreement") is entered into on this the 5th day of November, 2025, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium Abilene Real Estate, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns parcels of land situated in Taylor County, Texas, which consist of approximately 47.18 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibits A, B, C, D and E, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated November 3, 2025;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibits A, B, C, D and E.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing

services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's

water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

Lancium Abilene Real Estate, LLC

Jennifer Kennedy

By: Jennifer Kennedy Date November 5, 2025

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 5th day of November, 2025, by Jennifer Kennedy, VP-Tax (title), on behalf of Lancium Abilene Real Estate, LLC.

DESTINY HOWARD
Notary ID #135530182
My Commission Expires
August 28, 2029

Destiny Howard

Notary Public, State of Texas

CITY OF ABILENE

E Crawford

Emily Crawford, City Manager Date 11/7/25

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

This instrument was acknowledged before me on the 7th day of November, 2025, by Emily Crawford, Manager.

Notary Public, State of Texas

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

EXHIBIT A

TRACT 27

BEING 11.95 acres out of the Southeast 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, said 11.95 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the intersection of the west line and south line of Spinks Road, at the northeast corner of said 5.0 acre tract, for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear S89° 34'E 24 feet and South 2681 feet;

THENCE S0°39'46"W 371.25 feet, along the west line of Spinks Road, to a 3/8" rebar found at the southeast corner of said 5.0 acre tract and the northeast corner of a 3 acre tract recorded in Instrument No. 2017-1339, Official Public Records, Taylor County, Texas, for the most easterly southeast corner of this tract;

THENCE N89°28'41"W 361.50 feet, along the south line of said 5.0 acre tract, to a point at the northwest corner of said 3 acre tract and the most easterly northeast corner of said 6.95 acre tract, for an interior corner of this tract, whence an existing 4" pipe fence corner post bears S68°E 0.9 feet;

THENCE S0°38'25"W 361.53 feet to a 3/8" rebar, with GEOTEX cap, set at the southwest corner of said 3 acre tract and the southeast corner of said 6.95 acre tract, for the most southerly southeast corner of this tract;

THENCE N89°28'41"W 527.62 feet, to a point at the southwest corner of said 6.95 acre tract, for the southwest corner of this tract, whence a found 5/8" rebar bears S0°41'15"W 0.5 feet;

THENCE N0°45'40"E 773.0 feet, to a point on the south line of Spinks Road, at the northwest corner of said 6.95 acre tract, for the northwest corner of this tract, whence a found 3/8" rebar bears N0°45'10"E 0.76 feet;

THENCE S89°27'52"E 887.71 feet, along the south line of Spinks Road and the north line of said 6.95 acre tract and said 5.0 acre tract, to the place of beginning and containing 11.95 acres of land.

EXHIBIT B

TRACT 28

BEING 16.39 acres of land out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and being all of a called 16.35 acre tract conveyed to Charles Baucum, of record in Document No. 2012-08766, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 16.39 acres being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar on the south line of Spinks Road at the northeast corner of said 16.35 acre tract and the northwest corner of a called 11.95 acre tract of record in Document No. 2025-08958, O.P.R.T.C.T., for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear N89°52'E 891.5 feet, South 2681 feet and S89°34E 24 feet;

THENCE S0°45'26"W 733.01 feet, with the east line of said 16.35 acre tract and the west line of said 11.95 acre tract, to a point at the southeast corner of said 16.35 acre tract and the southwest corner of said 11.95 acre tract, same being on the north line of a called 26.84 acre tract of record in Volume 2109, Page 254, O.P.R.T.C.T., for the southeast corner of this tract, whence a recovered 1" iron rod bears S1°W 1.2 feet;

THENCE N89°31'28"W 972.53 feet, with the south line of said 16.35 acre tract, the north line of said 26.84 acre tract and the north line of a called 27.22 acre tract of record in Document No. 2018-14585, O.P.R.T.C.T., to a point at the southwest corner of said 16.35 acre tract and the southeast corner of a called 15.00 acre tract of record in Document No. 2011-07548, O.P.R.T.C.T., for the southwest corner of this tract, whence a recovered 3/8" rebar bears S1°W 2.8 feet;

THENCE N0°27'45"E 732.52 feet, with the west line of said 16.35 acre tract and the east line of said 15.00 acre tract, to a recovered 3/8" rebar on the south line of Spinks Road at the northwest corner of said 16.35 acre tract and the northeast corner of said 15.00 acre tract, for the northwest corner of this tract;

THENCE S89°33'10"E 976.30 feet, with the south line of said Spinks Road and the north line of said 16.35 acre tract, to the place of beginning and containing 16.39 acres of land.

EXHIBIT C

TRACT 29

BEING 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and being all of a called 15.00 acre tract conveyed to Joseph Cychosz and spouse, Denise M. Cychosz, of record in Document No. 2011-07548, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 15.00 acres being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar at the southwest corner of Spinks Road at the northwest corner of said 15.00 acre tract on the east line of a called 40 acre tract of record in Volume 1751, Page 846, O.P.R.T.C.T., for the northwest corner of this tract, whence the southeast corner of said Section 55 is recorded to bear N89°52'E 2481feet, South 2681 feet and S89°34E 24 feet;

THENCE S89°29'07"E 976.75 feet, with the south line of said Spinks Road and the north line of said 15.00 acre tract, to a recovered 3/8" rebar at the northeast corner of said 15.00 acre tract and the northwest corner of a called 16.35 acre tract of record in Document No. 2012-08766, O.P.R.T.C.T., for the northeast corner of this tract;

THENCE S00°27'41"W 732.52 feet, with the east line of said 15.00 acre tract and the west line of said 16.35 acre tract to a point at the southeast corner of said 15.00 acre tract and the southwest corner of said 16.35 acre tract, same being on north line of a called 27.22 acre tract of record in Document No. 2018-14585, O.P.R.T.C.T., for the southeast corner of this tract, whence a recovered 3/8" rebar bears S1°W 2.8 feet;

THENCE N89°31'28"W 807.12 feet, with the south line of said 15.00 acre tract, the north line of said 27.22 acre tract and the north line of a called 22.22 acre tract of record in Volume 1859, Page 226, O.P.R.T.C.T., to a 3" wood post on the west line of said Section 55 at the southwest corner of said 15.00 acre tract on the east line of said 40 acre tract, for the southwest corner of this tract;

THENCE N12°33'51"W 752.59 feet, with the west line of said Section 55, the west line of said 15.00 acre tract and the east line of said 40 acre tract, to the place of beginning and containing 15.00 acres of land.

EXHIBIT D

TRACT 30

BEING 3.0 acres out of the Southeast ¼ of Section 55, Block 16, T. & P. RR. Company Surveys, Abstract No. 0385, Taylor County, Texas, said 3.0 acres being all of a 3.0 acre tract recorded in Instrument No. 2017-01339, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar found on the west side of Spinks Road (no dedication found – used as a public road), at the most easterly southeast corner of an 11.95 acre tract recorded in Instrument No. 2025-08958, Official Public Records, Taylor County, Texas, for the northeast corner of this tract, whence the southeast corner of said Section 55 is recorded to bear S89°34'E 24 feet and South 2681 feet;

THENCE S0°38'30"W 361.47 feet, along the west side of Spinks Road, to a 3/8" rebar found for the southeast corner of this tract;

THENCE N89°29'15"W 361.65 feet to a 3/8" rebar found at the most southerly southeast corner of said 11.95 acre tract, for the southwest corner of this tract;

THENCE N0°39'55"E 361.53 feet to a point at the interior corner of said 11.95 acre tract, for the northwest corner of this tract, whence an existing 4" pipe fence corner post bears S68°E 0.9 feet;

THENCE S89°28'40"E 361.50 feet, along the south boundary line of said 11.95 acre tract, to the place of beginning and containing 3.0 acres of land.

EXHIBIT E

TRACT 31

BEING 0.84 acres of land out of Section 55, Block 16, T. & P. RR. Company Survey, Taylor County, Texas, said 0.84 acres 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 being more particularly described as follows:

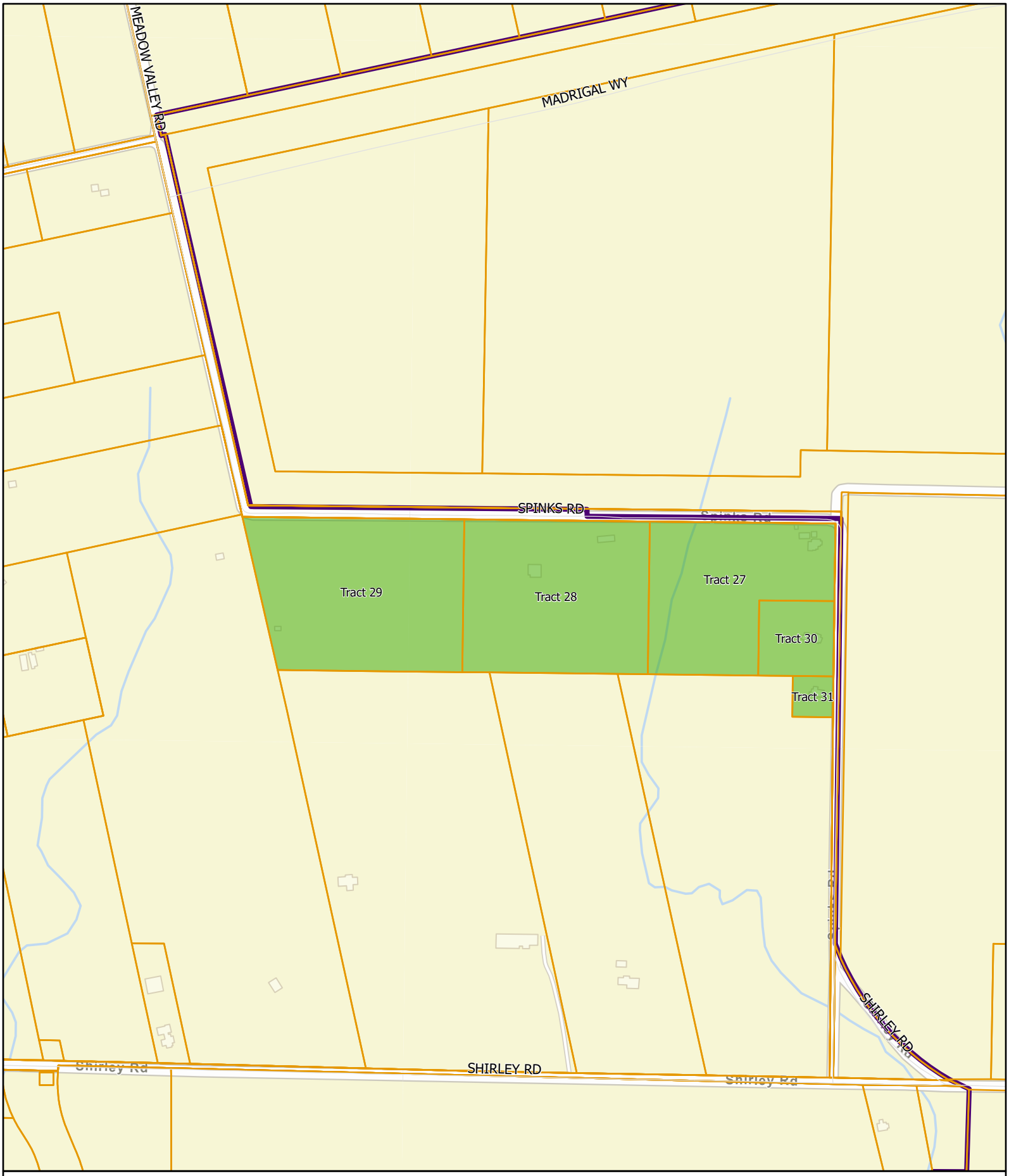
BEGINNING at a point on the west line of Spinks Road at the northeast corner of said 0.84 acre tract, for the northeast corner of this tract, whence a power pole (deed corner reference) bears S88°57'31"E 0.65 feet, a recovered 3/8" rebar (unknown origin) bears N21°38'11"E 2.04 feet and a recovered 3/8" rebar at the southeast corner of a called 3 acre tract (apparent deed gap) of record in Document No. 2017-01339, O.P.R.T.C.T. bears N8°40'27"W 9.62 feet;

THENCE S0°53'10"W 191.80 feet, with the west line of said Spinks Road and the east line of said 0.84 acre tract, to a 3/8" rebar w/ GEOTEX cap set (reference deed corner not recovered) at the southeast corner of said 0.84 acre tract, for the southeast corner of this tract;

THENCE N88°57'31"W 191.30 feet, with the south line of said 0.84 acre tract, to a recovered 3/8" rebar (deed corner) at the southwest corner of said 0.84 acre tract, for the southwest corner of this tract;

THENCE N0°53'10"E 191.80 feet, with the west line of said 0.84 acre tract, to a recovered 3/8" rebar at the northwest corner of said 0.84 acre tract, for the northwest corner of this tract and being 7.8 feet, S0°53'10"W (apparent deed gap) of the south line of said 3 acre tract;

THENCE S88°57'31"E 191.30 feet, with the north line of said 0.84 acre tract, to the place of beginning and containing 0.84 acre of land.



Courier Parcels
Tracts
Municipal Boundaries

0 250 500 1,000 US Feet

City of Abilene - Annexation Map

Tracts 27, 28, 29, 30 & 31

CITY OF ABILENE

Produced By: Abilene GIS
Production Date: 11/20/2025
Phone: (325) 674-1235

Annexation of approximately 47.18 Acres into the City Limits of the City of Abilene, Texas

Tim Littlejohn

CITY OF ABILENE TEXAS

Annexation of approximately 47.18 Acres into the City Limits of the City of Abilene, Texas

- Lancium Abilene Real Estate, LLC desires that property they own, described as a 47.18 acre tract, be annexed into the city limits of the City of Abilene.
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owner.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.

CITY OF ABILENE TEXAS

Annexation of approximately 47.18 Acres into the City Limits of the City of Abilene, Texas

CITY OF ABILENE TEXAS

Annexation of approximately 47.18 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **30. Ordinance (Final Reading) Z-2025-47: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Amend the Terms of PDD-181. Specifically, to Amend the Boundaries of This Planned Development District. Located at 5502 Spinks Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner of this property would like to amend the terms of Planned Development District 181 to include additional parcels south of the existing planned development and to provide a buffer around the new boundary.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Ordinance (1)
2. staff report
3. Zoning Application
4. Buffer Exhibit
5. 237 Loma Vista
6. 47475
7. 47598
8. 133 Loma Vista
9. presentation

BACKUP DOCUMENTATION UPDATED? Yes
UPDATED ON: 12/16/2025

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-181 AND ORDINANCE NO. 25-2023, 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. 25-2023, as set out in Exhibit A(1), 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 4th day of December, 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 14th day of November, 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 18th 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 18th day of December, 2025.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A(1)

3rd Amendment to Planned Development District 181.

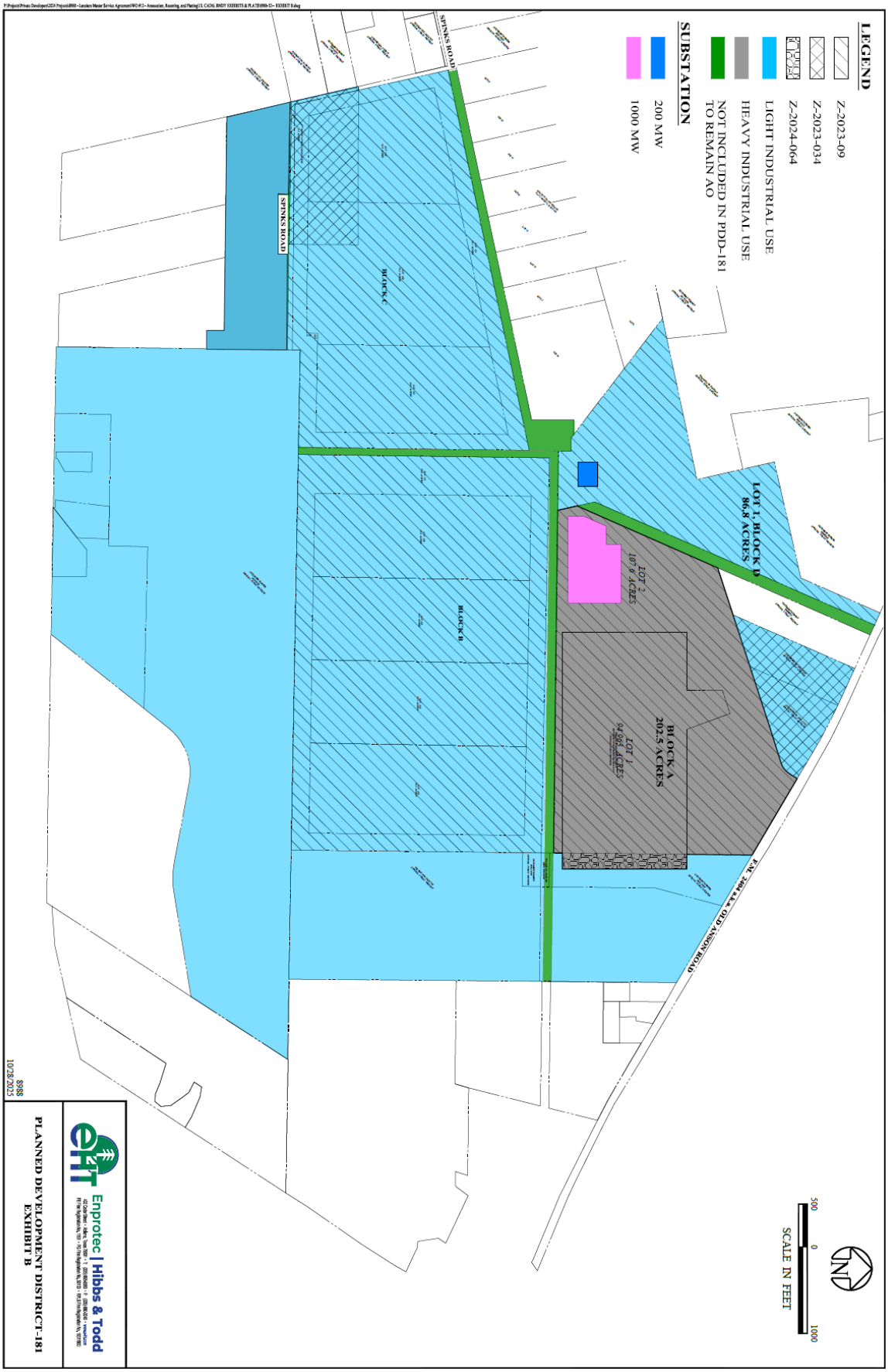
Request: Consolidate and update Planned Development 181 (PDD-181), originally created by City Ordinance No. 25-2023 to include previously approved Ordinance Amendments and rezone three newly acquired parcels as shown and described in Exhibits E and F from Agricultural Open Space (AO) district to the Planned Development District 181 (PDD-181). The properties shaded blue in the below map (Exhibit A) comprises the full extent of PDD-181. Properties shaded in green on the map are not part of PDD-181 and will continue to be zoned Agricultural Open Space (AO).

Location: 5502 Spinks Road, generally described as:
314.48 acres out of Section 53 and 54, Block 16, T.&P. RR. Company Surveys, Taylor County, Texas; and 269.36 acres out of Section 55, Block 16, T & P RR. Company Surveys, Taylor County, Texas; and 474.57 acres out of Sections 23 and 24, W. W. Sills Survey, Taylor County, Texas; and 368.9 acres out of the Robert Turner Survey No. 25, Taylor County, Texas. More particularly described in Exhibit E.

EXHIBIT A

ORDINANCE NO. _____

EXHIBIT B



ORDINANCE NO. _____

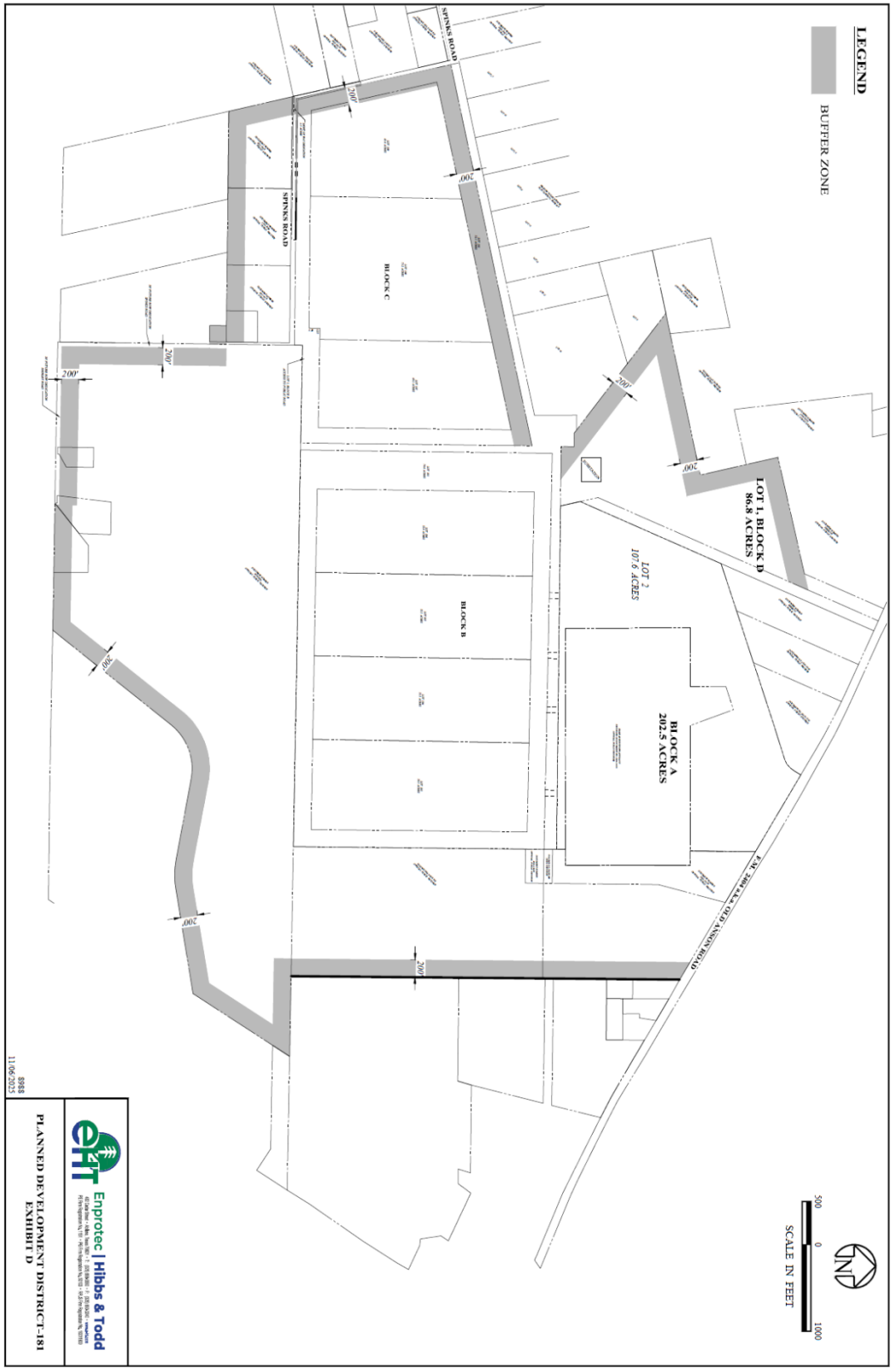
EXHIBIT C

Proposed Base Zoning District, Land Uses, and Development Standards

1. PDD-181 shall be developed in accordance with the Concept Plan (**Exhibit B**).
2. The base zoning district of PDD-181 shall be Light Industrial (LI).
3. The following Light Industrial uses shall be permitted by right at any location in PDD-181:
    a. Data Center: High Performance Computing;
    b. Data Center: Bitcoin Mining;
    c. Operation and Maintenance Facilities;
    d. Electric Vehicle Charging Station;
    e. Solar Panel Array (green energy production);
    f. Corporate Park (light industrial/office);
    g. Warehousing;
    h. Cold Storage;
    i. Light Manufacturing;
    j. Electric Substation; and
    k. Corporate Headquarters (office).
4. The following Heavy Industrial (HI) uses shall be permitted by right on Lot 1 and Lot 2, Block A (202.5-Acres):
    a. Green Ammonia Production, Storage, and Loading Terminal;
    b. Direct Air Capture (CO_2, carbon dioxide); and
    c. Hydrogen Production, Storage, Loading Terminal.
5. The land area that comprises Lot 1 and Lot 2, Block A (202.5-Acres) shall be the area highlighted in grey as shown in **Exhibit B**.
6. The 200-foot buffer designated on **Exhibit D** shall be maintained as open space, **with all existing vegetation being maintained**. Additional landscaping may also be installed as necessary.
7. The land area that comprises the 200-foot buffer area shall be the area as shown in **Exhibit D**.
8. PDD-181 shall be subject to all of the development standards that pertain to the LI zoning district.

ORDINANCE NO. _____

EXHIBIT D



ORDINANCE NO. _____

EXHIBIT E
PARCEL 1
FIELD NOTES
FOR
A 47.18 ACRE TRACT
OUT OF
SURVEY 55, BLOCK 16
TEXAS AND PACIFIC RAILWAY CO.
TAYLOR COUNTY, TEXAS

BEING A 47.18 ACRE TRACT OUT OF SURVEY 55, BLOCK 16, TEXAS AND PACIFIC RAILWAY CO., TAYLOR COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF THE FOLLOWING TRACTS:

- A 3 ACRE TRACT RECORDED IN DOCUMENT NO. 2017-01339, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- A 11.95 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-09859, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- A 0.84 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-08962, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,
- A 16.39 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16112, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- AND A 15.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16651, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83,
TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SPINKS ROAD, SAME BEING AT THE NORTHWEST CORNER OF SAID 15.00 ACRE TRACT AND THIS TRACT;
THENCE SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SPINKS ROAD, A DISTANCE OF 2858.43 FEET TO A FOUND 3/8 INCH IRON ROD AT THE INTERSECTION OF THE SOUTH AND WEST RIGHT OF WAY OF SPINKS ROAD, SAME BEING AT THE NORTHEAST CORNER OF SAID 11.95 ACRE TRACT AND THIS TRACT;
THENCE SOUTH 00 DEGREES 57 MINUTES 38 SECONDS WEST, ALONG THE WEST RIGHT OF WAY OF SPINKS ROAD, A DISTANCE OF 930.40 FEET TO A FOUND 3/8 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 0.84 ACRE TRACT AND THIS TRACT;
THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS WEST A DISTANCE OF 191.30 FEET TO A A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID 0.84 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE SOUTH BOUNDARY LINE OF THIS TRACT;
THENCE NORTH 00 DEGREES 53 MINUTES 10 SECONDS EAST A DISTANCE OF 192.45 FEET TO A A FOUND 3/8 INCH IRON ROD AT THE NORTHWEST CORNER OF SAID 0.84 ACRE TRACT, SAME BEING AN INTERIOR CORNER IN THE SOUTH BOUNDARY LINE OF THIS TRACT;
THENCE NORTH 89 DEGREES 03 MINUTES 38 SECONDS WEST A DISTANCE OF 2498.03 FEET TO A WOOD FENCE CORNER POST AT THE SOUTHWEST CORNER OF SAID 15.00 ACRE TRACT AND THIS TRACT;
THENCE NORTH 12 DEGREES 00 MINUTES 17 SECONDS WEST A DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 47.18 ACRES.

ORDINANCE NO. _____

EXHIBIT E
PARCEL 2A/2B
FIELD NOTES
FOR
A 162.8 ACRE TRACT
OUT OF
LOT 4, A.F. McDONALD SUBDIVISION
TAYLOR COUNTY, TEXAS

BEING A 162.8 ACRE TRACT, SAME BEING COMPRISED OF THE REMAINDER A 25.01 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS, AND BEING ALL OF THE 25.01 ACRES RECORDED IN DOCUMENT NO. 2024-14827, OFFICIAL PUBLIC RECORDS, ALONG WITH ALL OF A 141.09 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING IS GRID NORTH, NAD 83,
TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD) AT THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHEAST CORNER OF LOT 2, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS;
THENCE SOUTH 59 DEGREES 19 MINUTES 56 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF F.M. 2404, A DISTANCE OF 1720.07 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTHEAST CORNER OF SAID 141.09 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 4495.37 FEET TO A FOUND ONE INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID 141.09 ACRE TRACT AND THIS TRACT;
THENCE NORTH 89 DEGREES 02 MINUTES 15 SECONDS WEST A DISTANCE OF 1496.99 FEET TO A FOUND ONE INCH IRON PIPE AT THE SOUTHWEST CORNER OF SAID 141.09 ACRE TRACT AND THIS TRACT;
THENCE NORTH 00 DEGREES 36 MINUTES 25 SECONDS EAST, AT 2686.8' PASSING A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID REMAINDER OF A 25.01 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 3146.87 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING AT A WEST CORNER OF THIS TRACT;
THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST A DISTANCE OF 756.26 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 162.8 ACRES. SURVEYED IN OCTOBER 2025.
SAVE AND EXCEPT: A 0.9 ACRE TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS AND A 2.52 ACRE SAVE AND EXCEPT PORTION OUT OF SAID 141.09 ACRE TRACT COMPRISING A 3.4 ACRE TOTAL SAVE AND EXCEPT TRACT.

ORDINANCE NO. _____

EXHIBIT E
PARCEL 3
FIELD NOTES
FOR
A 368.9 ACRE TRACT
OUT OF
ROBERT TURNER SURVEY 25
TAYLOR COUNTY, TEXAS

BEING A 368.9 ACRE TRACT OUT OF THE ROBERT TURNER SURVEY 25, TAYLOR COUNTY, TEXAS, SAME BEING ALL OF A 309.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15225, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, TOGETHER WITH A 34.22 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15147, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, A 5.05 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15949, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, A 5.23 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16020, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND A 14.50 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-09347, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83,
TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN COUNTY ROAD 497, A.K.A. SHIRLEY ROAD, AT THE SOUTHWEST CORNER OF SAID SURVEY 25 AND THIS TRACT;

THENCE NORTH 00 DEGREES 46 MINUTES 54 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF SAID SURVEY 25, A DISTANCE OF 2832.63 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTH SIDE OF A CEDAR FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SURVEY 25 AND THIS TRACT;

THENCE SOUTH 88 DEGREES 57 MINUTES 54 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SURVEY 25, AT 1130’ PASSING A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF A 18.33 ACRE TRACT RECORDED IN VOLUME 1557, PAGE 777, OFFICIAL PUBLIC RECORDS, SAME BEING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK C, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, AT 1209.94’ PASSING A FOUND 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF A SAID 18.33 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK B, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, AT 5799.15 PASSING A FOUND 1/2 INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK B, SAME BEING AT THE SOUTHWEST CORNER OF CONTINUING A 141.09 ACRE TRACT RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AT 7296.13’ PASSING A FOUND 1/2 INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID 141.09 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 8225.44 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 33 DEGREES 03 MINUTES 09 SECONDS WEST A DISTANCE OF 1332.64 FEET TO A POINT IN THE CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT RECORDED IN VOLUME 993, PAGE 86, DEED RECORDS, TAYLOR COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHERE A FOUND 1/2 INCH IRON ROD FOR REFERENCE BEARS 103.34’ S 33°03'09" W;

THENCE SOUTH 80 DEGREES 36 MINUTES 51 SECONDS WEST, ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 1223.73 FEET TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 85.28’ S 07°32'39" W;

THENCE, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, WITH A CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 00 MINUTES 01 SECONDS, A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 349.07 FEET, AND A CHORD BEARING NORTH 89 DEGREES 23 MINUTES 08 SECONDS WEST A DISTANCE OF 347.30' TO A POINT, WHERE A FOUND 1/2 INCH IRON ROD FOR REFERENCE BEARS 95.72’ S 25°53'23" W;

THENCE NORTH 79 DEGREES 23 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 942.85 FEET TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 89.77’ S 31°36'34" W;

THENCE WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 62 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 703.37 FEET, AND A CHORD BEARING SOUTH 69 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 669.55' TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 99.32’ S 70°17'41" E;
THENCE SOUTH 38 DEGREES 36 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 1752.35 FEET TO A POINT FOR THE SOUTHEAST CORNER THIS TRACT, SAME BEING FOR THE SOUTHEAST CORNER OF SAID 5.05 ACRE TRACT TRACT;
THENCE NORTH 89 DEGREES 00 MINUTES 23 SECONDS WEST A DISTANCE OF 3333.85 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 368.9 ACRES. SURVEYED IN OCTOBER 2025.

END

ZONING CASE: Z-2025-47 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: December 2, 2025
City Council 1st Read: December 4, 2025
City Council 2nd Read: December 18, 2025

Applicant
Owner: Lancium
Agent: eHT

Case Manager
Adam Holland– Planner

Request
Amend the terms and conditions of Planned Development District 181.

Location
Located at 617 F.M. 2404 and the 5500-5600 blocks of spinks Rd.

Background
The owner of this property would like to amend the terms of Planned Development District 181 to include additional parcels south of the existing planned development and to provide a buffer around the new boundary.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	ETJ	Residential/Agricultural/Industrial
East	MH/PD	Residential/Non-profit
South	AO	Residential/Agricultural
West	ETJ	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.
None known.

The Planning & Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments
- Application
- PowerPoint
- Zoning Exhibit
- Buffer Exhibit

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 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
2G 4D LEGACY LP	43217	142 CR 660	
AEP TEXAS NORTH COMPANY	973980		
AGUIRRE CARLOS & SILVIA ET AL	1063563	335 MEADOW VALLEY RD	
AGUIRRE CARLOS & SILVIA ET AL	1063564	295 MEADOW VALLEY RD	
BACKPORCH HOLDINGS LLC	37589	3352 N CLACK ST	
BAUCUM CHARLES	36763	5613 SPINKS RD	
BUNKLEY GARRY TRUST	47962		
BUNKLEY GARRY TRUST	200036		
CARRANZA GERMAN	36835	2950 SHIRLEY RD	
CATON JOSEPH M & MELISSA L	1079643	227 MEADOW VALLEY RD	
CLEM JAMES L JR & APRIL	1011284	5440 SPINKS RD	
CLIFFORD CARLA	1003700	2950 A SHIRLEY RD	
CORTEZ BONNIE	37530	5432 SPINKS RD	
COWART RICHARD	1003699	2950 B SHIRLEY RD	
CYCHOSZ DENISE M & JOSEPH J	70117	237 LOMA VISTA	
CYCHOSZ JOSEPH & DENISE M	36636		
DANIEL L PAUL & LAQUITA	47598	485 A FM 2404	O
DAVIS CHERYL ANN	36494		
DISABILITY RESOURCES INC	98495	3257 VARNER LN	
DONAGHEY CALVIN WAYNE &	43336		
EARLY ROBERT & PAMELA	1095328	921 FM 2404	
GARCIA SALVADOR III & OMAIRA	47475		O
GILES KEVANTE J & BRANCH W OLIVIA &	1063326	367 MEADOW VALLEY RD	
HALL CHRISTIE MADISON	16028		
HALL CHRISTIE MADISON	16027	5201 SHIRLEY RD	
HANTMAN JOSEPH M REV TRUST	15426		
HANTMAN JOSEPH M REV TRUST	36826		

KENNEDY REVOCABLE TRUST	67776		
LANCIUM ABILENE LLC	117284		
MACIAS JOSE LUIS & PATRICIA A	1079489	197 MEADOW VALLEY RD	
MACIAS JOSE LUIS & PATRICIA A	1079489	145 MEADOW VALLEY RD	
MELCHOR POMPILIO &	1062738	393 MEADOW VALLEY RD	
MENDLER FRED & ARLENE	69755	133 LOMA VISTA	O
MENDLER FREDERICK W &	69352	6049 SPINKS RD	O
MORRIS MARY K WHORTON	48327		
MORRIS MARY K WHORTON	47228		
OLD ANSON RESOURCES LLC	1062207	815 FM 2404	
PINE STREET SALVAGE	43093		
PINE STREET SALVAGE	48619		
PINE STREET SALVAGE	48739	150 Y CR 660	
PINE STREET SALVAGE CO	47954		
POOBALAN MOLLY	37716	5150 SHIRLEY RD	
POOBALAN MOLLY	37841		
QUINN KEITH PATRICK	1091661		
RICHARDSON FRANK R	37288	5802 SHIRLEY RD	
RICHARDSON FRANK RAY	70855		
RICHARDSON FRANK RAY	36894		
RICHARDSON FRANK RAY	36363	5816 SHIRLEY RD	
SMITH JUSTIN DARREL &	36827	5501 SPINKS RD	
SMITH JUSTIN DARREL &	976384		
SMITH STEPHANIE	1063064	265 MEADOW VALLEY RD	
TOWELL RUSTY S & AMY G	972706	2910 SHIRLEY RD	
TUCHER CRISTOFOR L & JONNA B	1010474		
TUCHER JOHN M & MARY JANE	33072	5705 SUMMERHILL RD	
VERGENZ LESVIA	16024		
WEST TEXAS UTILITIES CO	43815		
ZUFFELATO GLEN	1061731	5992 SPINKS RD	

PROPERTY ID

OWNER	PROP_ID	SITUS	RESPONSE
HANTMAN JOSEPH M REV TRUST	15426		
VERGENZ LESVIA	16024		
HALL CHRISTIE MADISON	16027	5201 SHIRLEY RD	
HALL CHRISTIE MADISON	16028		
TUCHER JOHN M & MARY JANE	33072	5705 SUMMERHILL RD	
RICHARDSON FRANK RAY	36363	5816 SHIRLEY RD	
DAVIS CHERYL ANN	36494		
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WEST TEXAS UTILITIES CO	43815		
MORRIS MARY K WHORTON	47228		
GARCIA SALVADOR III & OMAIRA	47475		O
DANIEL L PAUL & LAQUITA	47598	485 A FM 2404	O
PINE STREET SALVAGE CO	47954		
BUNKLEY GARRY TRUST	47962		
MORRIS MARY K WHORTON	48327		
PINE STREET SALVAGE	48619		
PINE STREET SALVAGE	48739	150 Y CR 660	
KENNEDY REVOCABLE TRUST	67776		
MENDLER FREDERICK W &	69352	6049 SPINKS RD	O
MENDLER FRED & ARLENE	69755	133 LOMA VISTA	O
CYCHOSZ DENISE M & JOSEPH J	70117	237 LOMA VISTA	
RICHARDSON FRANK RAY	70855		
DISABILITY RESOURCES INC	98495	3257 VARNER LN	
LANCIUM ABILENE LLC	117284		
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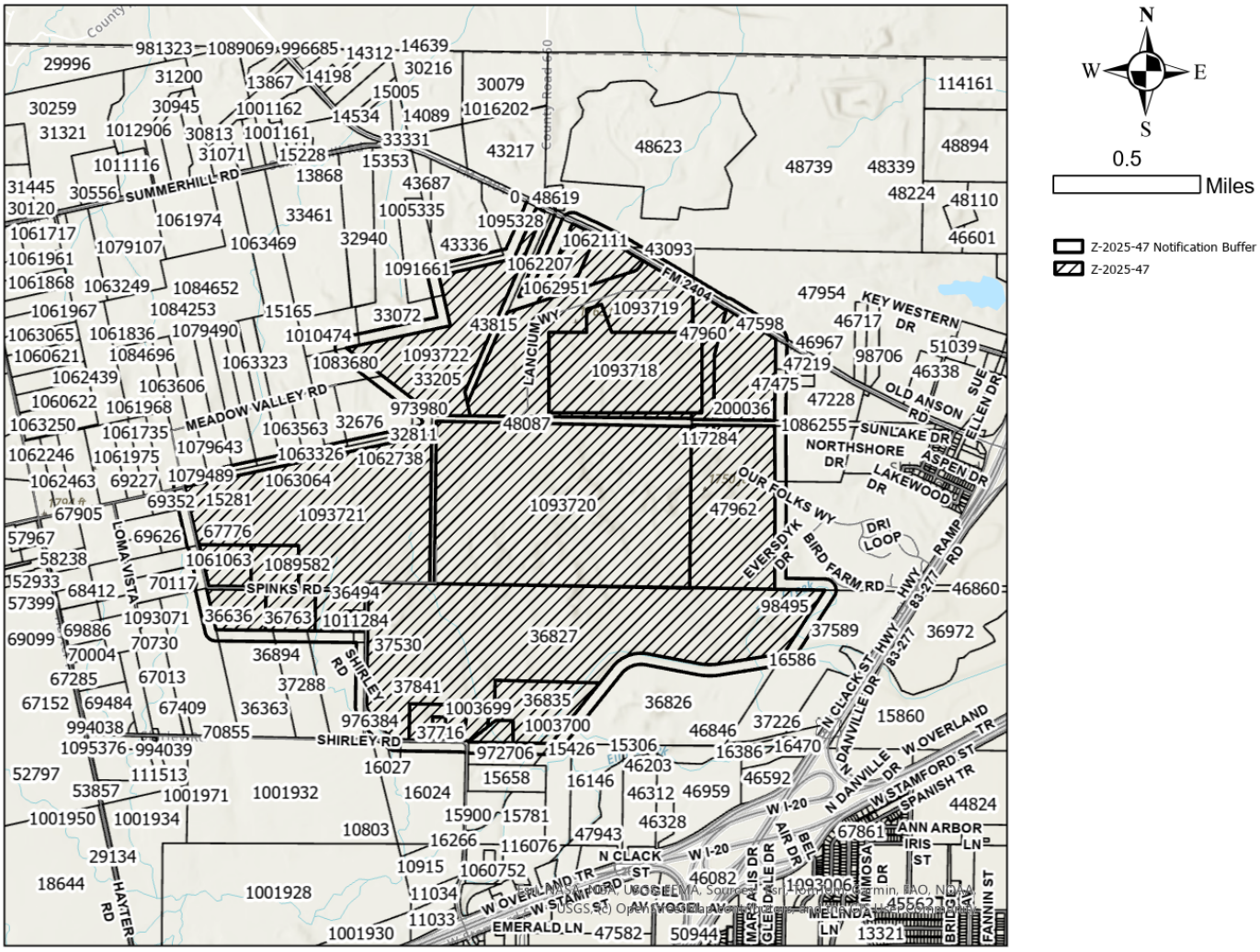
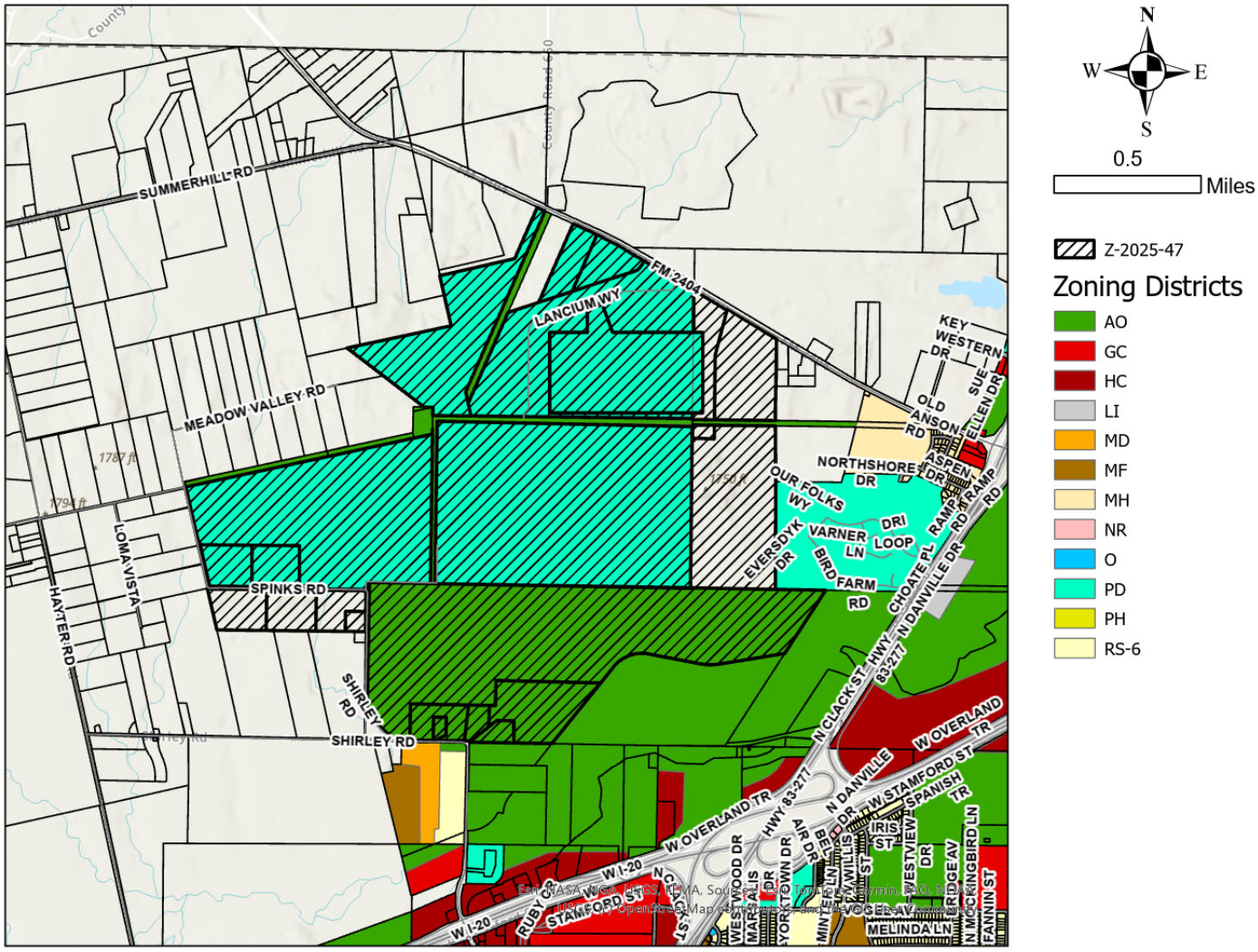
QUINN KEITH PATRICK	1091661		
EARLY ROBERT & PAMELA	1095328	921 FM 2404	

NOTIFICATION MAP



ZONING MAP


N
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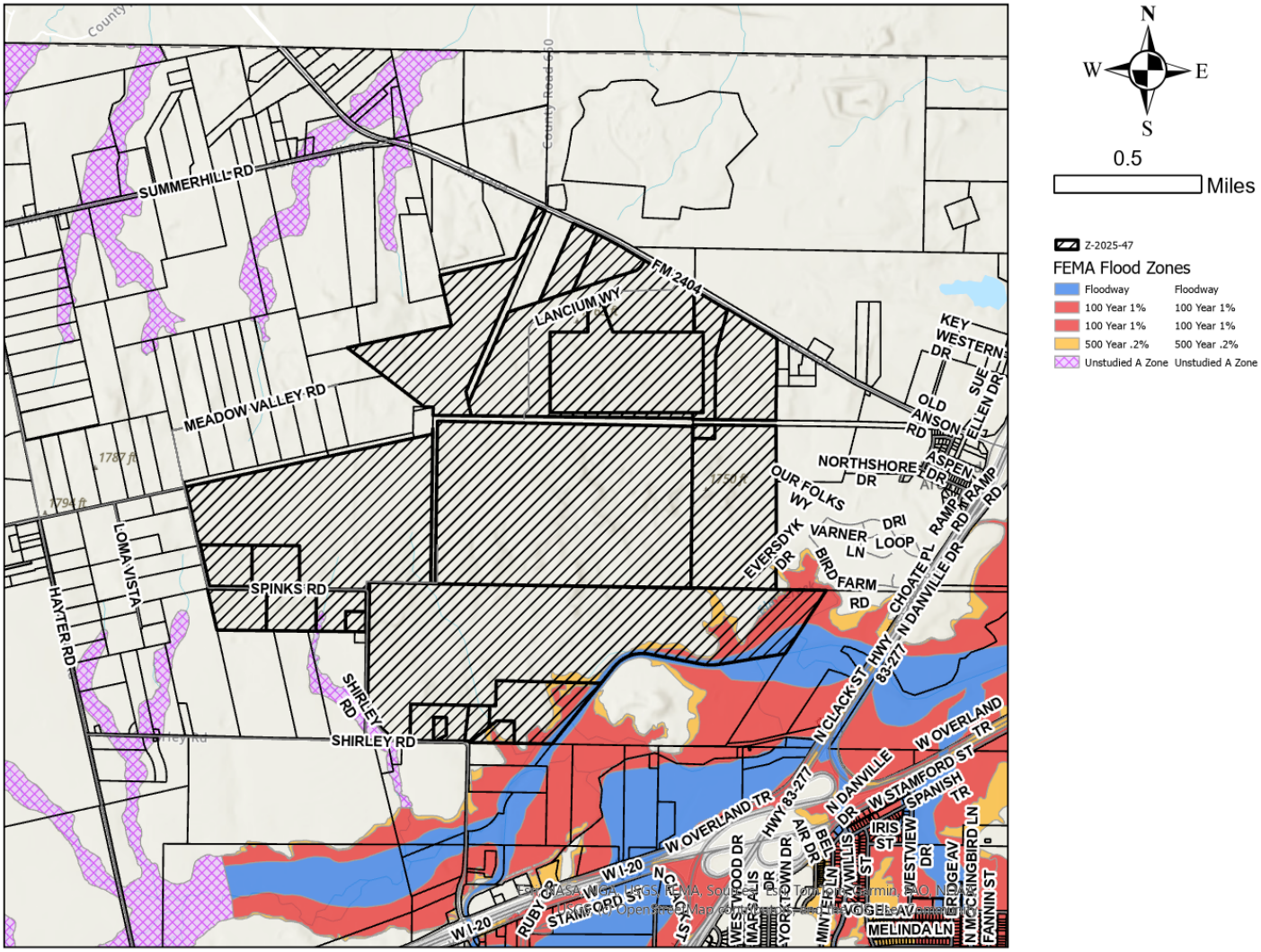
Miles
Z-2025-47
Zoning Districts
AO
GC
HC
LI
MD
MF
MH
NR
O
PD
PH
RS-6
SUMMERHILL RD
MEADOW VALLEY RD
LANCIUM WY
FM 2404
County Road 50
SPINKS RD
SHIRLEY RD
HATTER RD
LOMA VISTA
KEY WESTERN DR
OLD ANSON RD
NORTHSHORE DR
OUR FOLKS WY
VARNER LN
DRI LOOP
EVERSDYK DR
BIRD FARM RD
CHOATE PL
N DANVILLE DR
HWY 83-277
N CLACK ST
W OVERLAND TR
W STAMFORD ST
SPANISH TR
W I-20
RUBY DR
STAMFORD ST
WESTVIEW DR
MELINDA LN
N MOCKINGBIRD LN
FANNIN ST

FLOODPLAIN MAP



Case # Z-2025-47
November 13, 2025

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: Lancium Abilene, LLC

Address: 5502 Sprinks Road, Abilene, Texas Number of Lots: Acreage:

Legal Description: Refer to attached exhibits

Subdivision Name: Lancium Subdivision Block: Lot: Refer to attached exhibits

Current Zoning: Un-zoned / Agriculture Open Space (AO) Proposed Zoning (if applicable): PDD-181

OWNER AND AUTHORIZATION

Owner Name: Lancium Abilene, LLC

Address: 9002 Six Pines Drive, Suite 134

City, State, Zip: Shenandoah, Texas 77380 Fax:

Phone: 832-407-2288 Email: espen.johansen@lancium.com

Agent Name: enprotec / Hibbs & Todd, Inc. (BJ Prichard)

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas 79601 Fax: 325-691-3240

Phone: 325-698-5560 Email: bj.prichard@e-ht.com

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

Signature of Owner: Date:

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

Amend PDD-181 to incorporate recently acquired parcels of land and consolidate PDD-181 and previously approved amendments into one single document.

Fees

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

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

Fees can be paid online with credit card.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

Yes. The proposed amendment is consistent with the current provisions of PDD-181.

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. The proposed amendment is consistent with the current provisions of PDD-181.

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

Yes. The proposed amendment is consistent with the current provisions of PDD-181.

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: Lancium Subdivision
Total Number of Acres: 578.88
Zoning Classification(s): PDD-181 / Agriculture Open Space (AO)
Total Number of Lots: 3 Parcels
Location: 5502 Sprinks Road, Abilene, Texas

Property Owner Information & Authorization

Name/Company: Lancium Abilene, LLC
Address: 9002 Six Pines Drive, Suite 134
City: Shenandoah State: Texas Zip Code: 77380
Phone: 325-698-5560 Email: bj.prichard@e-ht.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** _____

STATE OF: _____

COUNTY OF: _____

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

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____

_____
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: BJ Prichard, PE Company: Enprotec / Hibbs & Todd, Inc (eHT)
Address: 402 Cedar Street City: Abilene State: Texas
Zip Code: 79601 Number: 325-725-1369 Email: bj.prichard@e-ht.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ○ Yes ☑ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

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)*: _____

Property Owner ☐ Project Representative ☐

Signature of Certifying Person: _____

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

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

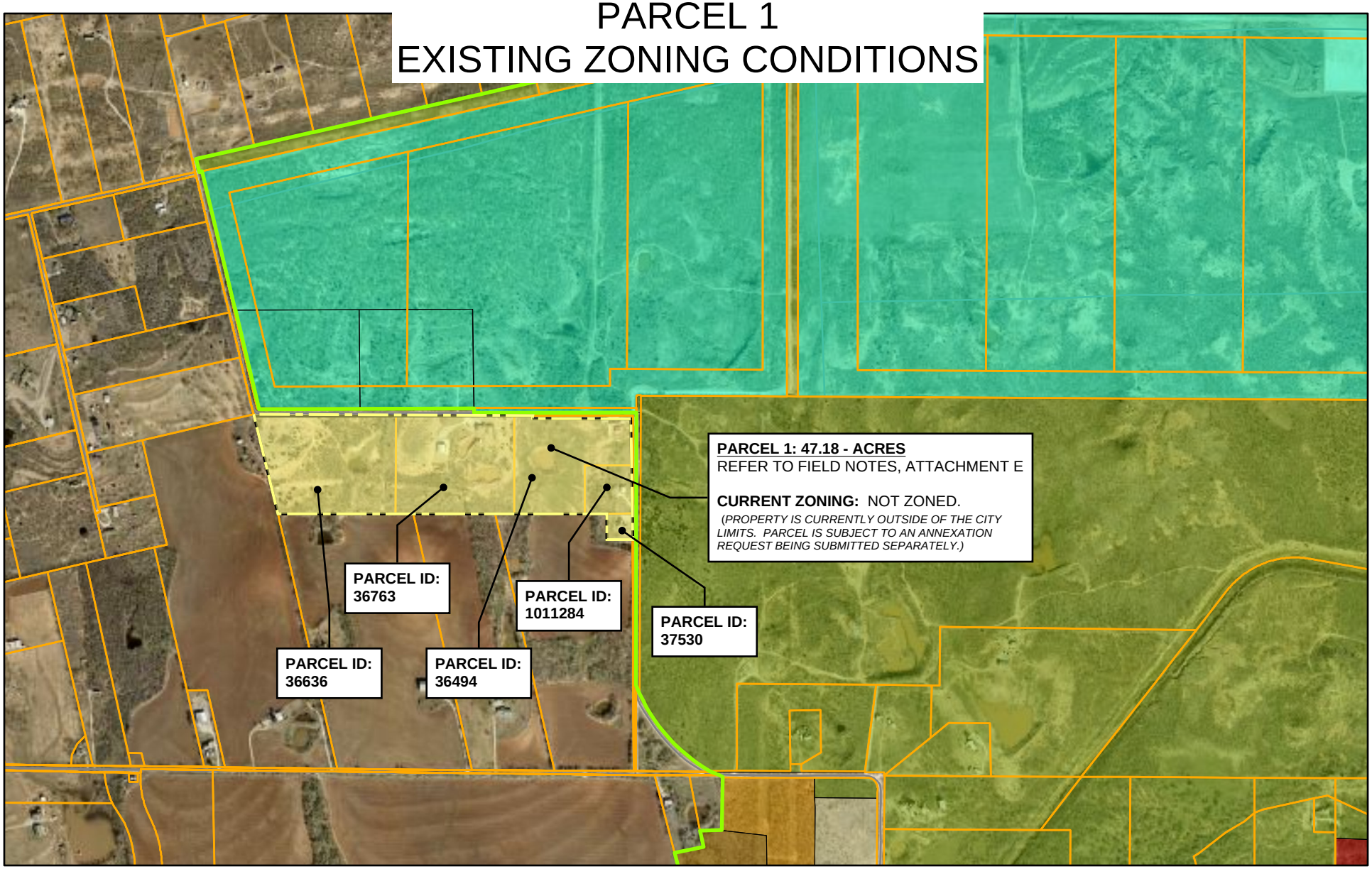
The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

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

SIGNED: _____

DATE: _____

EXHIBIT E
PARCEL 1
EXISTING ZONING CONDITIONS



10/28/2025, 8:35:34 AM

1:14,563

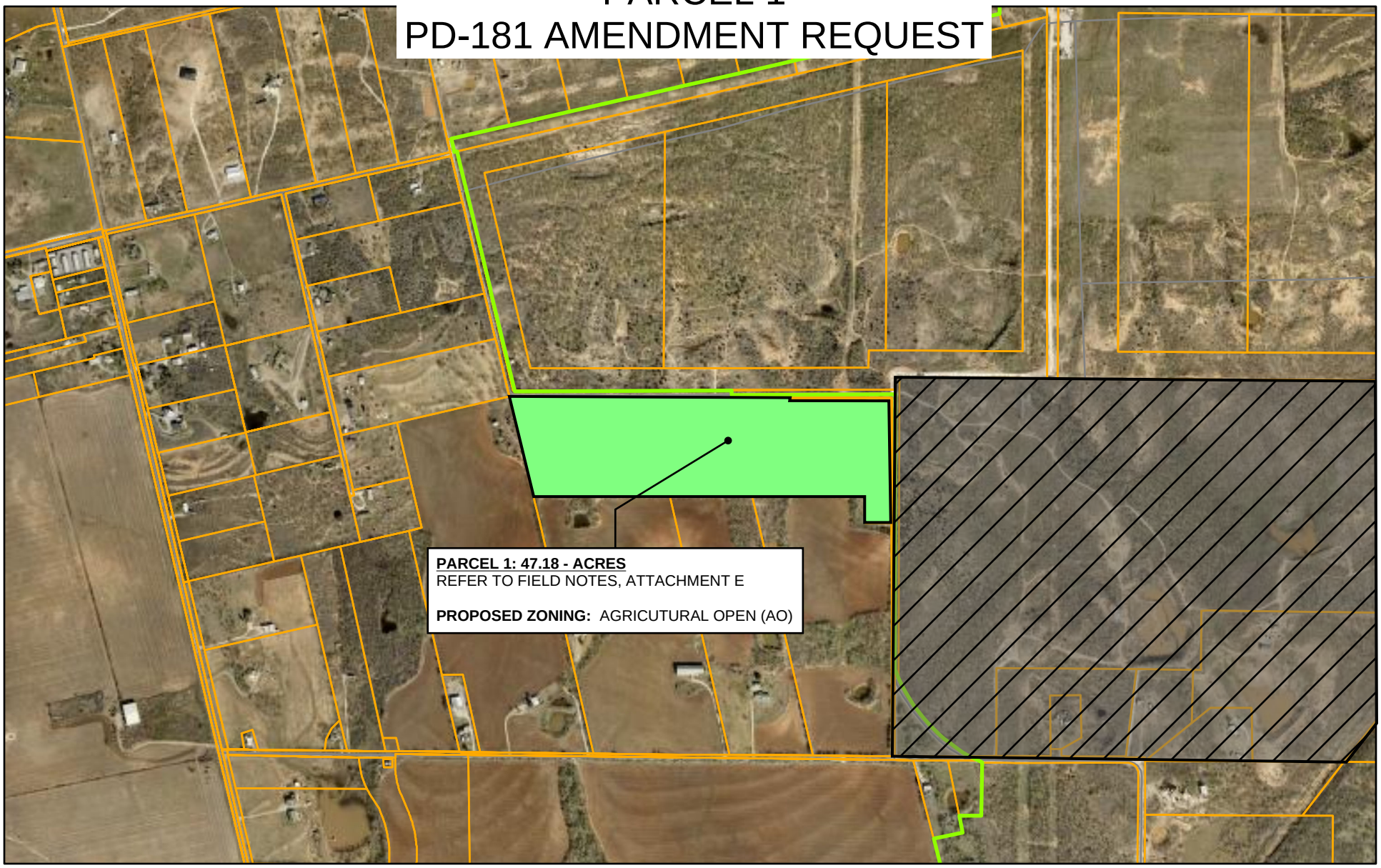
0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

- Abilene Municipal Boundary
- Courier Parcels
- All District Outlines
- Agricultural Open (AO)
- Single Family Residential (RS)
- Medium Density Residential (MD)
- Multi-Family Residential (MF)
- Heavy Commercial (HC)
- Planned Development (PD)
- Road Centerlines
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

EXHIBIT F
PARCEL 1
PD-181 AMENDMENT REQUEST



10/28/2025, 9:34:38 AM

Abilene Municipal Boundary

Courier Parcels

Road Centerlines

LEGEND

LIGHT INDUSTRIAL

NOT INCLUDED IN PDD-181
TO REMAIN AO

1:14,531

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

EXHIBIT E
PARCEL 1

FIELD NOTES
FOR
A 47.18 ACRE TRACT
OUT OF
SURVEY 55, BLOCK 16
TEXAS AND PACIFIC RAILWAY CO.
TAYLOR COUNTY, TEXAS

BEING A 47.18 ACRE TRACT OUT OF SURVEY 55, BLOCK 16, TEXAS AND PACIFIC RAILWAY CO., TAYLOR COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF THE FOLLOWING TRACTS:

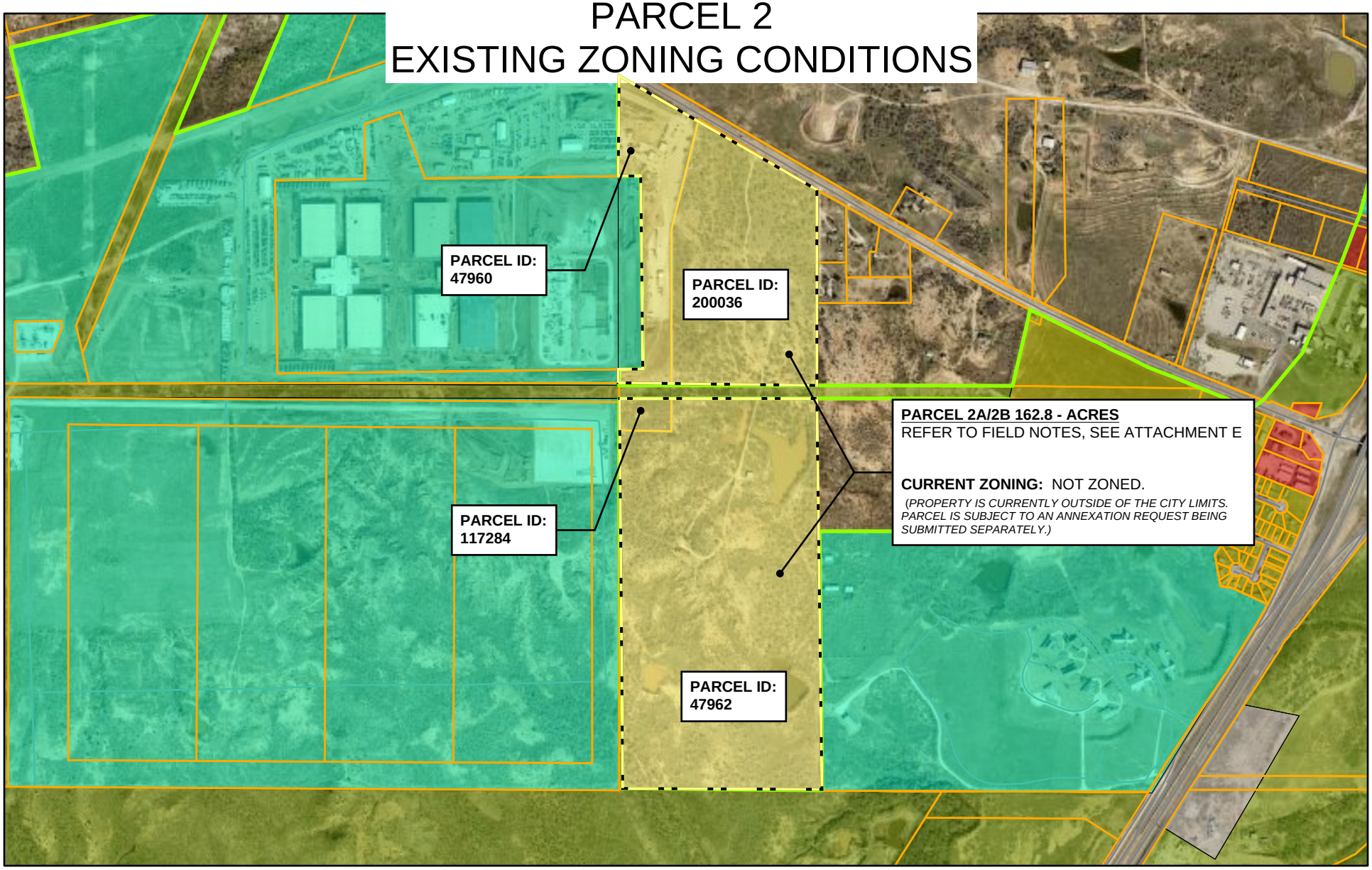
- A 3 ACRE TRACT RECORDED IN DOCUMENT NO. 2017-01339, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- A 11.95 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-09859, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- A 0.84 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-08962, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,
- A 16.39 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16112, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
- AND A 15.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16651, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83,
TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SPINKS ROAD, SAME BEING AT THE NORTHWEST CORNER OF SAID 15.00 ACRE TRACT AND THIS TRACT;
THENCE SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SPINKS ROAD, A DISTANCE OF 2858.43 FEET TO A FOUND 3/8 INCH IRON ROD AT THE INTERSECTION OF THE SOUTH AND WEST RIGHT OF WAY OF SPINKS ROAD, SAME BEING AT THE NORTHEAST CORNER OF SAID 11.95 ACRE TRACT AND THIS TRACT;
THENCE SOUTH 00 DEGREES 57 MINUTES 38 SECONDS WEST, ALONG THE WEST RIGHT OF WAY OF SPINKS ROAD, A DISTANCE OF 930.40 FEET TO A FOUND 3/8 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID 0.84 ACRE TRACT AND THIS TRACT;
THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS WEST A DISTANCE OF 191.30 FEET TO A A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID 0.84 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE SOUTH BOUNDARY LINE OF THIS TRACT;
THENCE NORTH 00 DEGREES 53 MINUTES 10 SECONDS EAST A DISTANCE OF 192.45 FEET TO A A FOUND 3/8 INCH IRON ROD AT THE NORTHWEST CORNER OF SAID 0.84 ACRE TRACT, SAME BEING AN INTERIOR CORNER IN THE SOUTH BOUNDARY LINE OF THIS TRACT;
THENCE NORTH 89 DEGREES 03 MINUTES 38 SECONDS WEST A DISTANCE OF 2498.03 FEET TO A WOOD FENCE CORNER POST AT THE SOUTHWEST CORNER OF SAID 15.00 ACRE TRACT AND THIS TRACT;
THENCE NORTH 12 DEGREES 00 MINUTES 17 SECONDS WEST A DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 47.18 ACRES.

EXHIBIT E
PARCEL 2
EXISTING ZONING CONDITIONS



10/28/2025, 8:30:38 AM

- Abilene Municipal Boundary
- Courier Parcels
- All District Outlines
- Agricultural Open (AO)
- Mobile Home (MH)
- General Commercial (GC)
- Light Industrial (LI)
- Planned Development (PD)
- Road Centerlines
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

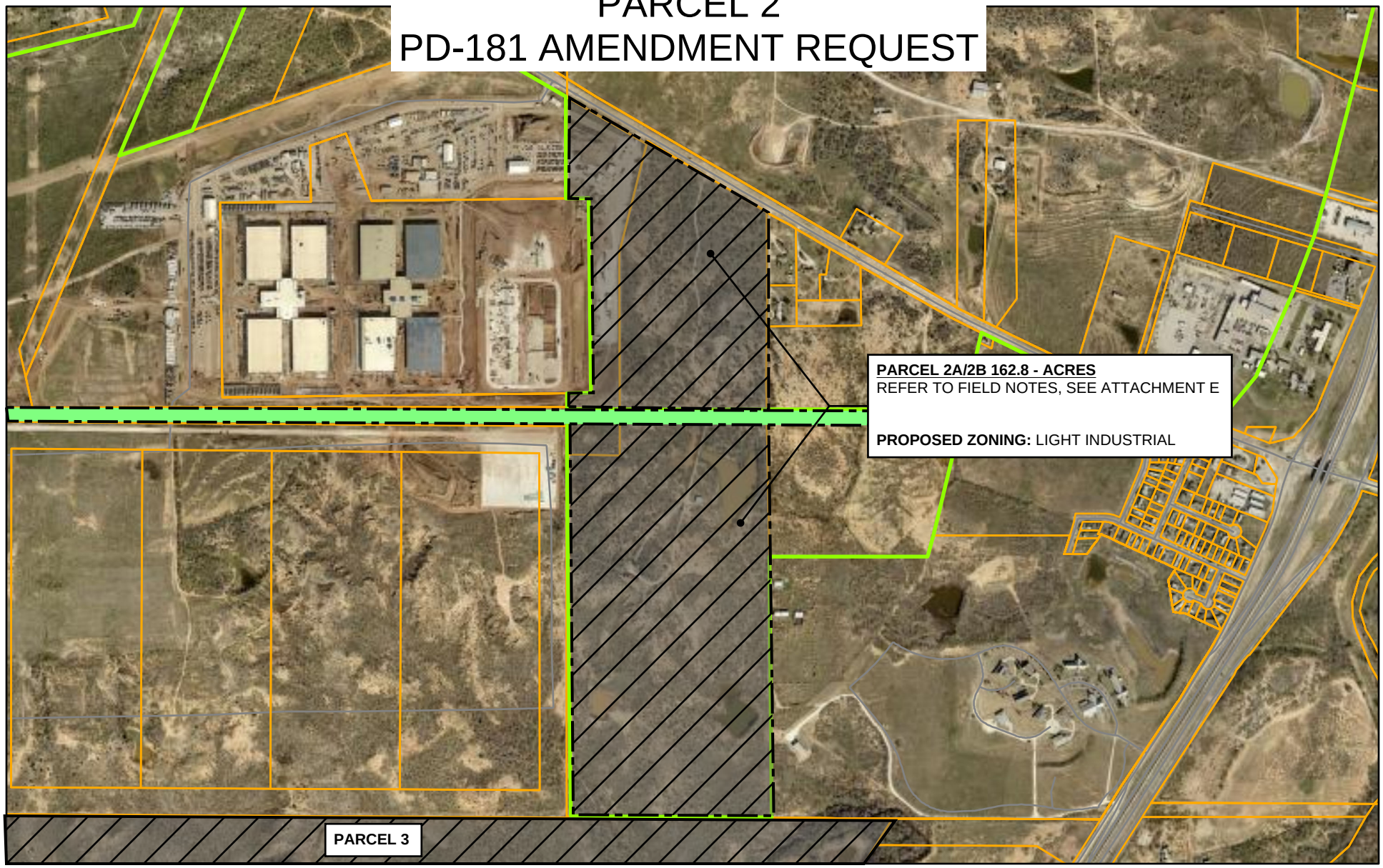
1:14,563

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

EXHIBIT F
PARCEL 2
PD-181 AMENDMENT REQUEST



10/28/2025, 9:29:13 AM

Abilene Municipal Boundary

Courier Parcels

Road Centerlines

LEGEND

LIGHT INDUSTRIAL

NOT INCLUDED IN PDD-181
TO REMAIN AO

1:14,531

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

EXHIBIT E
PARCEL 2A/2B

FIELD NOTES
FOR
A 162.8 ACRE TRACT
OUT OF
LOT 4, A.F. McDONALD SUBDIVISION
TAYLOR COUNTY, TEXAS

BEING A 162.8 ACRE TRACT, SAME BEING COMPRISED OF THE REMAINDER A 25.01 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS, AND BEING ALL OF THE 25.01 ACRES RECORDED IN DOCUMENT NO. 2024-14827, OFFICIAL PUBLIC RECORDS, ALONG WITH ALL OF A 141.09 ACRE TRACT OUT OF LOT 4, A.F. MCDONALD SUBDIVISION RECORDED IN VOLUME 22, PAGE 641, DEED RECORDS, TAYLOR COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

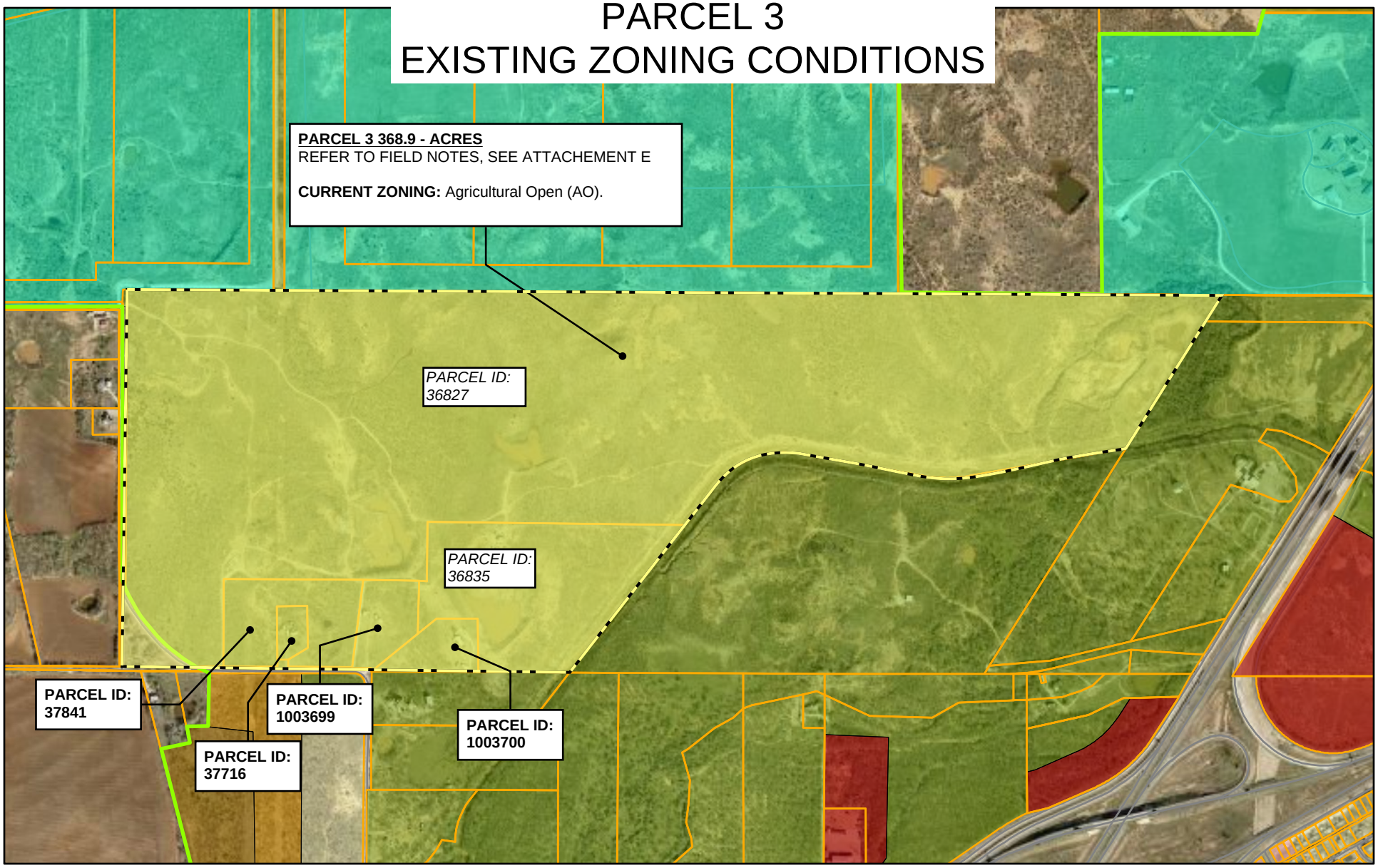
BASIS OF BEARING IS GRID NORTH, NAD 83, TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD) AT THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT AND THIS TRACT, SAME BEING AT THE NORTHEAST CORNER OF LOT 2, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS;
THENCE SOUTH 59 DEGREES 19 MINUTES 56 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF F.M. 2404, A DISTANCE OF 1720.07 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTHEAST CORNER OF SAID 141.09 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 4495.37 FEET TO A FOUND ONE INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID 141.09 ACRE TRACT AND THIS TRACT;
THENCE NORTH 89 DEGREES 02 MINUTES 15 SECONDS WEST A DISTANCE OF 1496.99 FEET TO A FOUND ONE INCH IRON PIPE AT THE SOUTHWEST CORNER OF SAID 141.09 ACRE TRACT AND THIS TRACT;
THENCE NORTH 00 DEGREES 36 MINUTES 25 SECONDS EAST, AT 2686.8' PASSING A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID REMAINDER OF A 25.01 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 3146.87 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING AT A WEST CORNER OF THIS TRACT;
THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST BOUNDARY LINE

OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, SAME BEING AT A WESTERN CORNER OF THIS TRACT;
THENCE NORTH 00 DEGREES 37 MINUTES 22 SECONDS EAST A DISTANCE OF 756.26 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 162.8 ACRES. SURVEYED IN OCTOBER 2025.

SAVE AND EXCEPT: A 0.9 ACRE TRACT RECORDED IN VOLUME 210, PAGE 286, DEED RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING ALSO RECORDED IN DOCUMENT NO. 201902247, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS AND A 2.52 ACRE SAVE AND EXCEPT PORTION OUT OF SAID 141.09 ACRE TRACT COMPRISING A 3.4 ACRE TOTAL SAVE AND EXCEPT TRACT.

EXHIBIT E
PARCEL 3
EXISTING ZONING CONDITIONS



10/28/2025, 8:33:51 AM

Abilene Municipal Boundary
Courier Parcels
All District Outlines
Agricultural Open (AO)
Single Family Residential (RS)
Mobile Home (MH)
Medium Density Residential (MD)
Multi-Family Residential (MF)
Neighborhood Retail (NR)
Heavy Commercial (HC)
Planned Development (PD)
Road Centerlines
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations

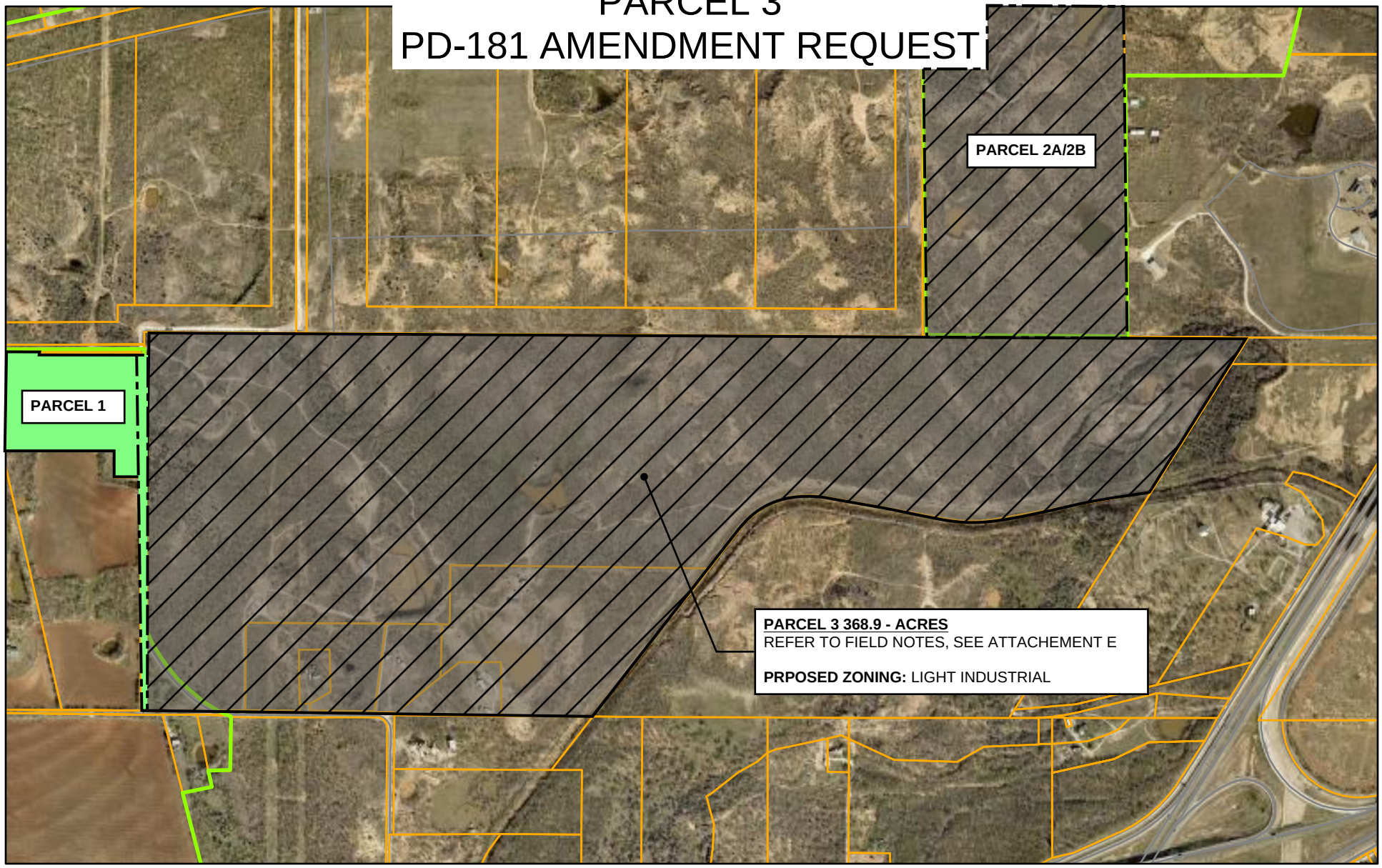
1:14,563

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

EXHIBIT F
PARCEL 3
PD-181 AMENDMENT REQUEST



10/28/2025, 10:05:11 AM

Abilene Municipal Boundary

Courier Parcels

Road Centerlines

LEGEND

HEAVY INDUSTRIAL

NOT INCLUDED IN PDD-181
TO REMAIN AO

1:14,531

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Vantor

EXHIBIT E
PARCEL 3

FIELD NOTES
FOR
A 368.9 ACRE TRACT
OUT OF
ROBERT TURNER SURVEY 25
TAYLOR COUNTY, TEXAS

BEING A 368.9 ACRE TRACT OUT OF THE ROBERT TURNER SURVEY 25, TAYLOR COUNTY, TEXAS, SAME BEING ALL OF A 309.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15225, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, TOGETHER WITH A 34.22 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15147, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, A 5.05 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-15949, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, A 5.23 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-16020, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND A 14.50 ACRE TRACT RECORDED IN DOCUMENT NO. 2025-09347, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83,
TEXAS NORTH CENTRAL ZONE
BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN COUNTY ROAD 497, A.K.A. SHIRLEY ROAD, AT THE SOUTHWEST CORNER OF SAID SURVEY 25 AND THIS TRACT;

THENCE NORTH 00 DEGREES 46 MINUTES 54 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF SAID SURVEY 25, A DISTANCE OF 2832.63 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTH SIDE OF A CEDAR FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SURVEY 25 AND THIS TRACT;

THENCE SOUTH 88 DEGREES 57 MINUTES 54 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SURVEY 25, AT 1130’ PASSING A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF A 18.33 ACRE TRACT RECORDED IN VOLUME 1557, PAGE 777, OFFICIAL PUBLIC RECORDS, SAME BEING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK C, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, AT 1209.94’ PASSING A FOUND 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF A SAID 18.33 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK B, LANCIUM SUBDIVISION, RECORDED IN CABINET 5, SLIDE 89, PLAT RECORDS, TAYLOR COUNTY, TEXAS, AT 5799.15 PASSING A FOUND 1/2 INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK B, SAME BEING AT THE SOUTHWEST CORNER OF CONTINUING A 141.09 ACRE TRACT RECORDED IN DOCUMENT NO. 2024-15977, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AT 7296.13’ PASSING A FOUND 1/2 INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID 141.09 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 8225.44 FEET TO A FOUND 3/8 INCH IRON ROD AT THE NORTHEAST CORNER OF THIS TRACT;

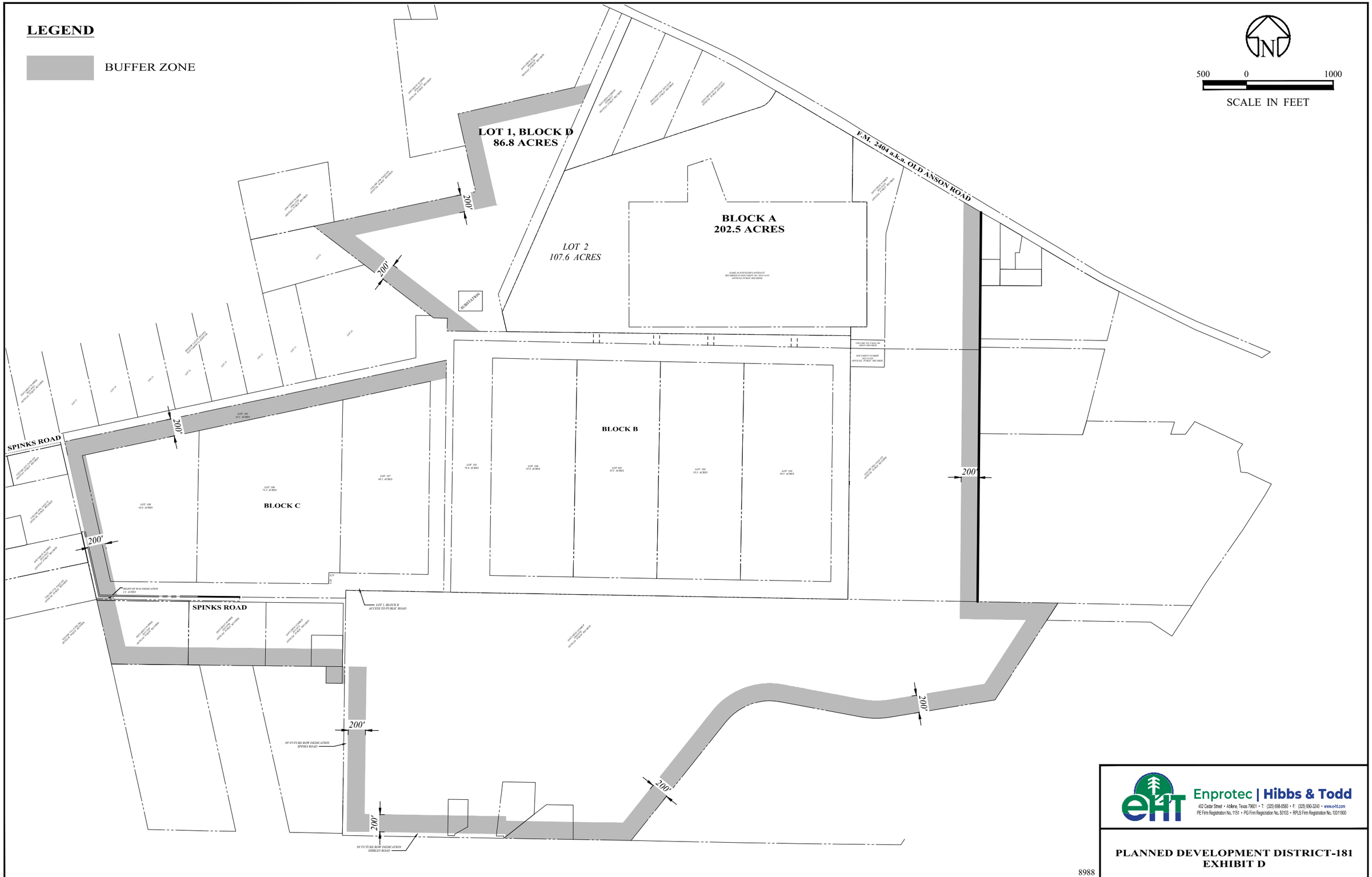
THENCE SOUTH 33 DEGREES 03 MINUTES 09 SECONDS WEST A DISTANCE OF 1332.64 FEET TO A POINT IN THE CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT RECORDED IN VOLUME 993, PAGE 86, DEED RECORDS, TAYLOR COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHERE A FOUND 1/2 INCH IRON ROD FOR REFERENCE BEARS 103.34’ S 33°03'09" W;

THENCE SOUTH 80 DEGREES 36 MINUTES 51 SECONDS WEST, ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 1223.73 FEET TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 85.28’ S 07°32'39" W;

THENCE, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, WITH A CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 00 MINUTES 01 SECONDS, A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 349.07 FEET, AND A CHORD BEARING NORTH 89 DEGREES 23 MINUTES 08 SECONDS WEST A DISTANCE OF 347.30' TO A POINT, WHERE A FOUND 1/2 INCH IRON ROD FOR REFERENCE BEARS 95.72’ S 25°53'23" W;

THENCE NORTH 79 DEGREES 23 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 942.85 FEET TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 89.77’ S 31°36'34" W;

THENCE WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 62 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 703.37 FEET, AND A CHORD BEARING SOUTH 69 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 669.55' TO A POINT, WHERE A FOUND, BENT 1/2 INCH IRON ROD FOR REFERENCE BEARS 99.32’ S 70°17'41" E;
THENCE SOUTH 38 DEGREES 36 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID CENTER OF A TWO HUNDRED (200’) FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 1752.35 FEET TO A POINT FOR THE SOUTHEAST CORNER THIS TRACT, SAME BEING FOR THE SOUTHEAST CORNER OF SAID 5.05 ACRE TRACT TRACT;
THENCE NORTH 89 DEGREES 00 MINUTES 23 SECONDS WEST A DISTANCE OF 3333.85 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 368.9 ACRES. SURVEYED IN OCTOBER 2025.



Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

PLANNED DEVELOPMENT DISTRICT-181
EXHIBIT D

8988
11/06/2025

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-47

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	AO, PDD-181	Your Name:	CYCHOSZ DENISE M &	I am in favor ☐
Requestor's Proposed Zoning:	PDD-181	Your Address:	237 LOMA VISTA	
Requestor's Parcel ID:		Your Parcel ID:	70117	I am opposed ☒

Signature: Denise Cychosz / Joel J. Cy

CITY OF ABILENE TEXAS

GARCIA SALVADOR III & OMAIRA
485 FM 2404 A
ABILENE, TX 79601-9207

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-47 **November 12, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **December 2, 2025, at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The owner or the owner's agent is requesting to amend the Terms of PDD-181. Specifically, to Amend the Boundaries of This Planned Development District. Located at 5502 Spinks Road. Legal Description Being 314.48 Acres Out of Section 53 And 54, Block 16, T. &. P. RR Co. Surveys; 296.36 Acres Out of Section 55, Block 16, T. &. P. RR Co. Surveys; 474.57 Acres Out of Section 23 And 24, W. W. Sills Survey; and 368 Acres of the Robert Turner Survey No. 25, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone 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 a final reading with a public hearing on **December 18, 2025, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-47

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	AO, PDD-181	Your Name:	GARCIA SALVADOR III &	I am in favor ☐
Requestor's Proposed Zoning:	PDD-181	Your Address:		
Requestor's Parcel ID:		Your Parcel ID:	47475	I am opposed ☑

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-47

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	AO, PDD-181	Your Name:	DANIEL L PAUL &	I am in favor ☐
Requestor's Proposed Zoning:	PDD-181	Your Address:	485 A FM 2404	
Requestor's Parcel ID:		Your Parcel ID:	47598	I am opposed ☑

Signature: L Paul Daniel

485 FM 2404
Abilene, Texas 79601

Parcel 47598

If opposed, please provide comments: Parcel 47598

I'm 81 years old, raised my family here. I have lived in this same house for 44 yrs. My wife passed 16 yrs ago. I had hoped to finish my life here at my home but being incorporated is going to make city taxes an expense which will cause my social security to be insufficient to cover my expenses. I have water, electricity, septic, trash already so I don't need city utilities. I can't see any advantage to myself to be incorporated. Please don't do this to me! Regards L Paul Daniel

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-47

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. 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 Property Zoning:	AO, PDD-181	Your Name:	MENDLER FRED &	I am in favor ☐
Requestor's Proposed Zoning:	PDD-181	Your Address:	133 LOMA VISTA	I am opposed ☑
Requestor's Parcel ID:		Your Parcel ID:	69755	

Signature:

If opposed, please provide comments:

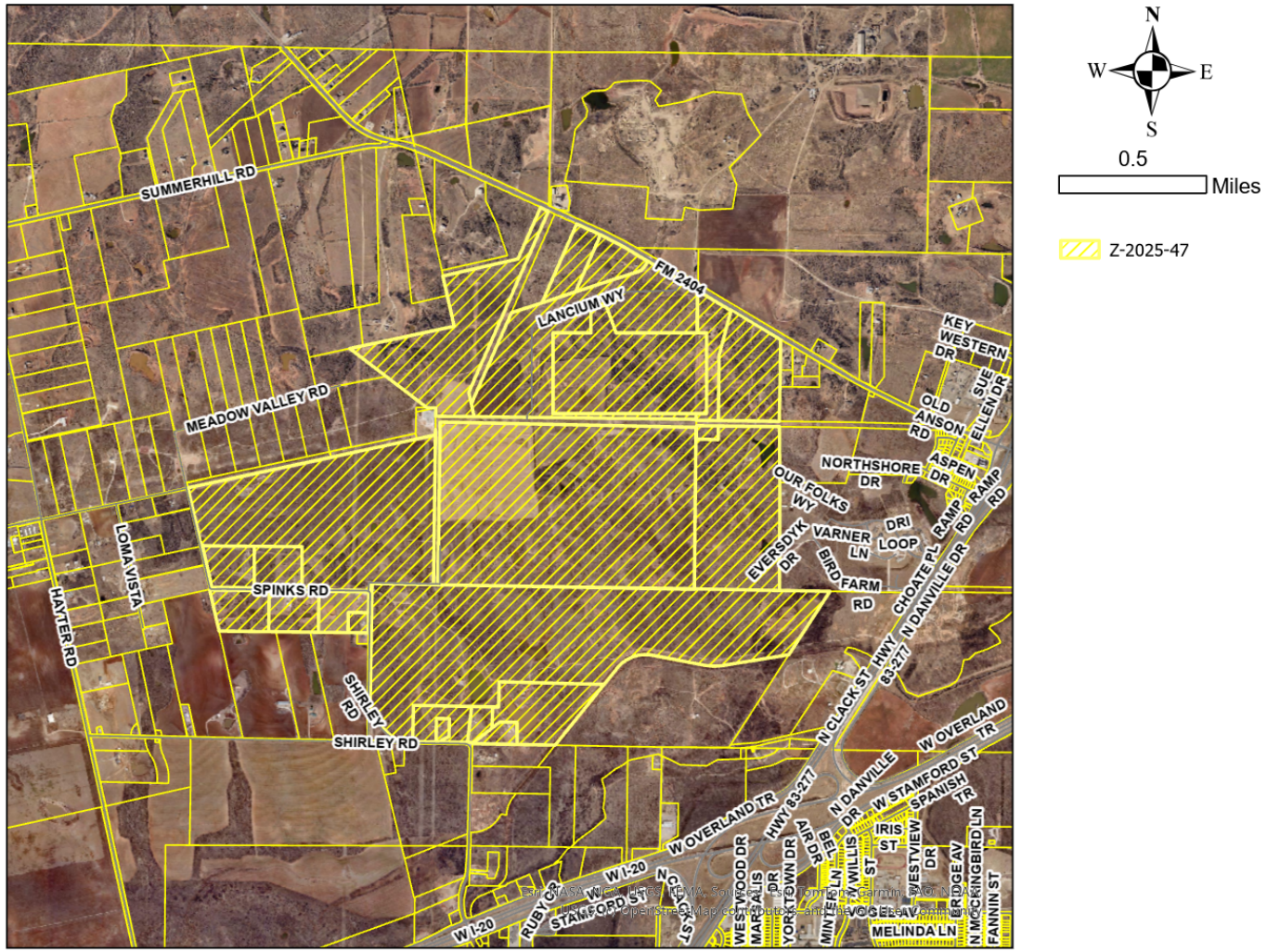
not that the vote matters. Our area has been ruined. Our country living is no more. My Sanctuary is now a living hell. Wonder how many in the city would love having the gate to this place right in front of their home, or have to wait to get out of your driveway on your country road because of all the traffic. No one in the city cares $$$$$

PLANNED DEVELOPMENT AMENDMENT

Case:	Z-2025-47
Owner:	Lancium
Applicant:	eHT
Request:	Amend the terms and conditions of PDD-181
Location:	617 F.M. 2404 and the 5500-5600 blocks of Spinks Road.
Notification:	0 in Favor, 4 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 4, 2025
	December 18, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



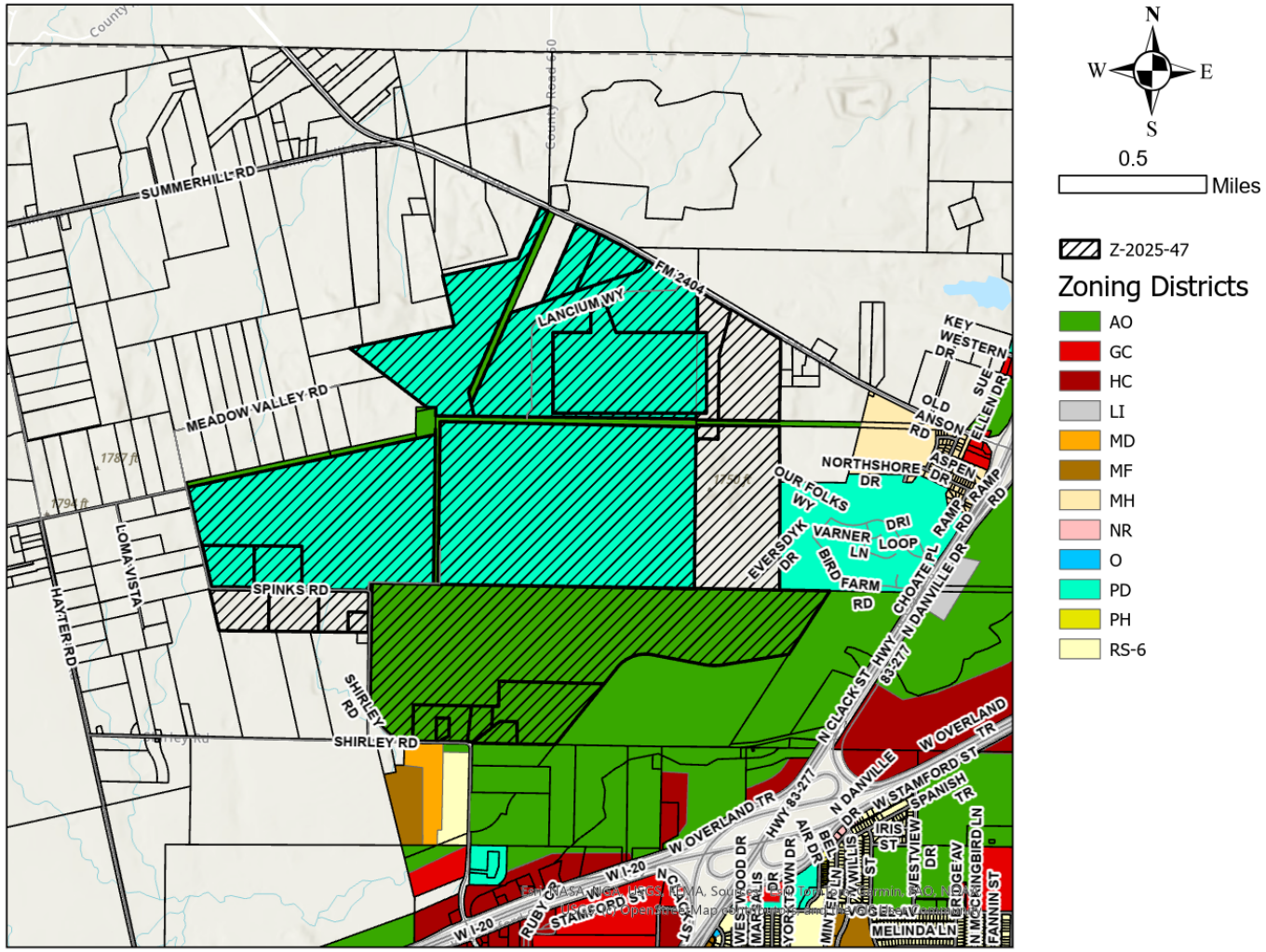
N
W E
S

0.5 Miles

Z-2025-47

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

0.5 Miles

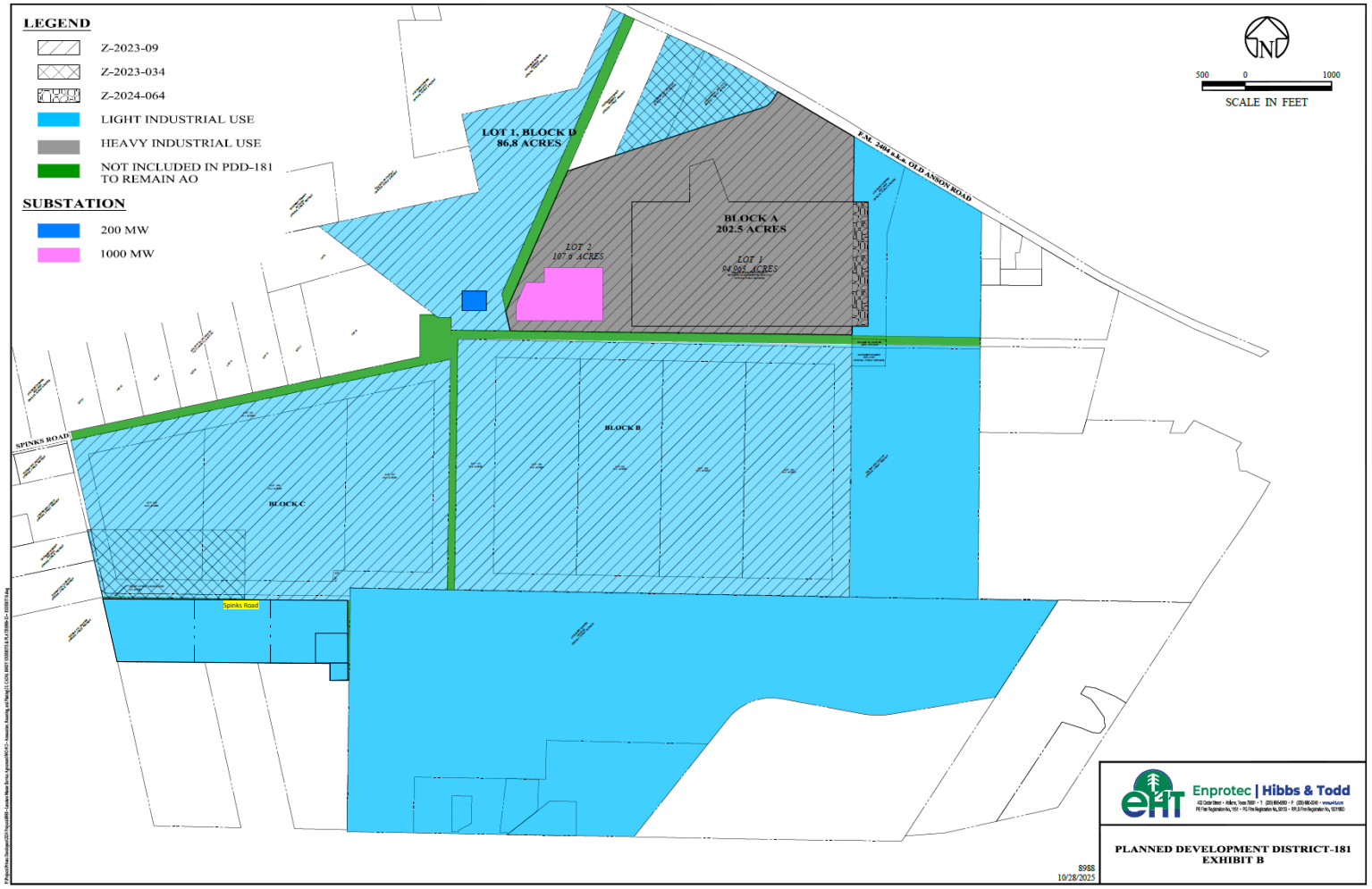
Z-2025-47

Zoning Districts

- AO
- GC
- HC
- LI
- MD
- MF
- MH
- NR
- O
- PD
- PH
- RS-6

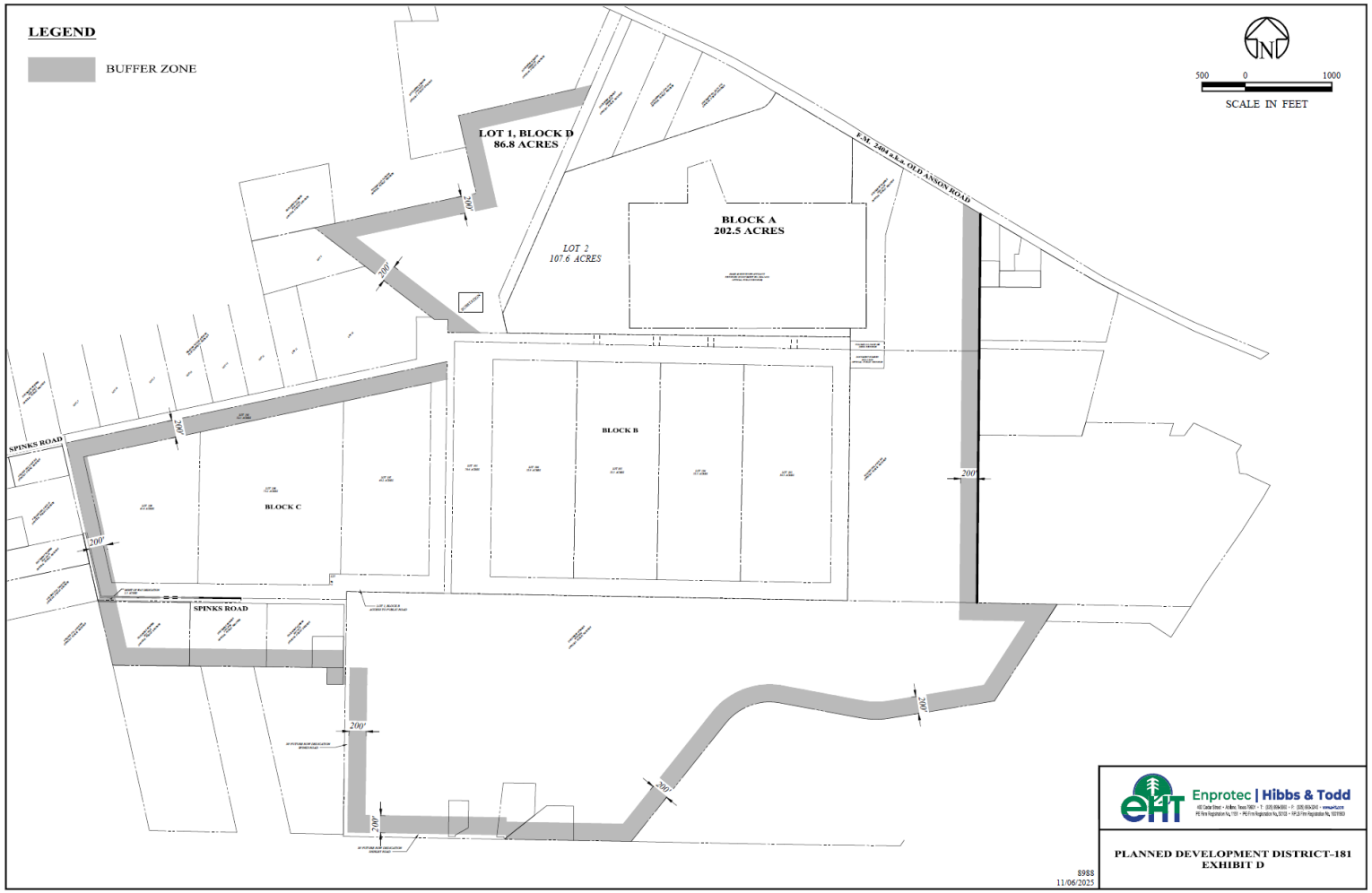
CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

BUFFER PLAN

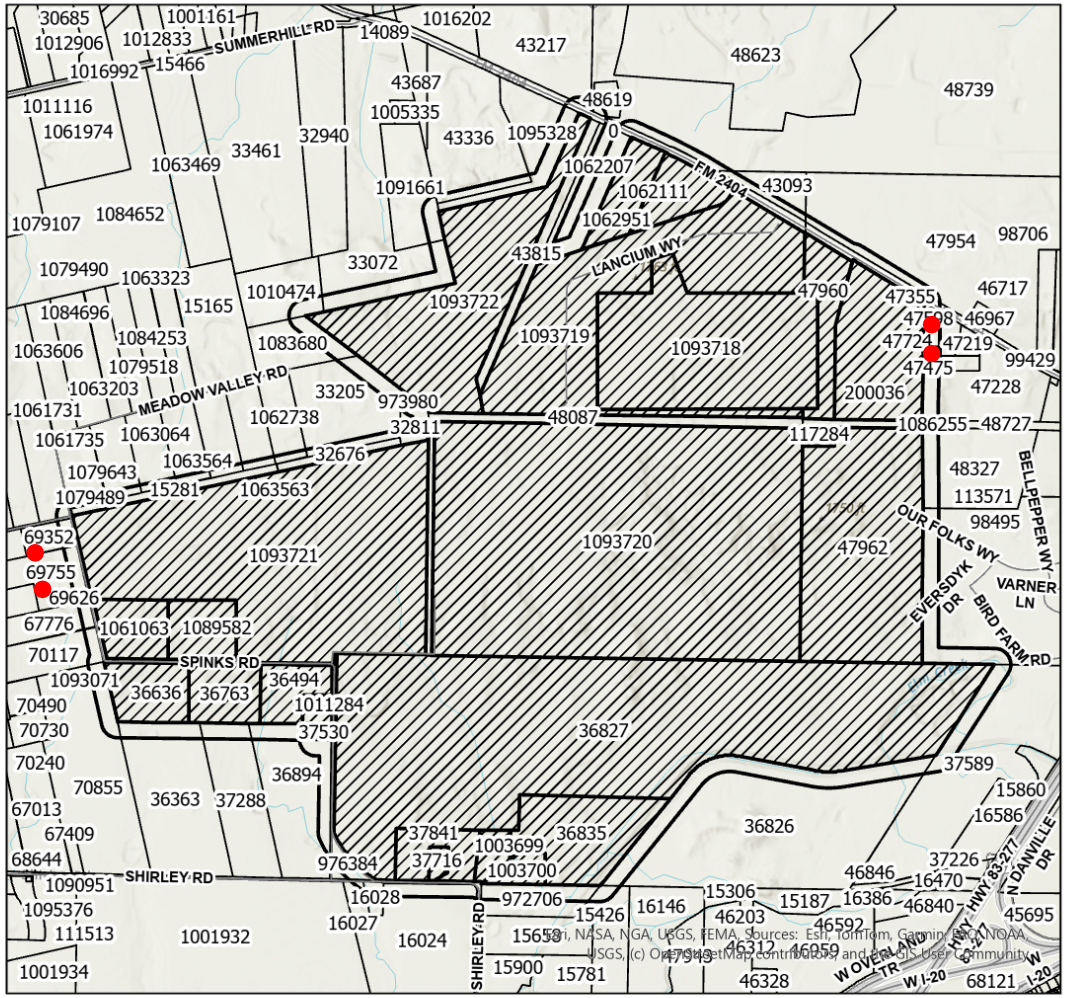


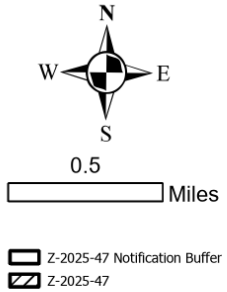
CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF
ABILENE
TEXAS

NOTIFICATION AREA MAP





0 - in Favor -

4 - in Opposition -

3.43% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Honorable Mayor & Members of City Council**
FROM: **Stanley Smith, City Attorney**

ITEM: **31. 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
20. Abilene/Taylor County Child Advocacy Center Board Bylaws

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. DCOA Project King
2. Project Rainy Creek
3. Site Infrastructure Agreement with Abilene DC9, LLC

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Honorable Mayor & Members of City Council**
FROM: **Shawna Atkinson, City Secretary**

ITEM: **32.**

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

- **Airport Development Board**
- **Abilene Housing Authority**
- **Board of Adjustment**
- **Development Corporation of Abilene**
- **Neighborhood Services Advisory Board**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 12/15/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 18th day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Abilene Housing Authority	
Gary Bone [New]	November 2027
Airport Development Board	
Kirk Thaxton [Reappointment]	November 2028
Kelsi Mangrem [New]	November 2028
Board of Adjustment	
Jon Loudermilk [Regular] [Reappointment]	November 2027
Development Corporation of Abilene, Inc.	
Mark Colman [New]	December 2027
Buddy Napier [Reappointment]	December 2027
Neighborhood Services Advisory Board	
Brittany Deeg [New]	November 2026 [unexpired term]

Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Airport Development Board
  - Kirk Thaxton [Reappointment]
  - Kelsi Mangrem [New]
- Abilene Housing Authority
  - Gary Bone [New]
- Board of Adjustment
  - Jon Loudermilk [Reappointment]
- Development Corporation of Abilene, Inc.
  - Buddy Napier [Reappointment]
  - Mark Colman [New]
- Neighborhood Services Advisory Board
  - Brittany Deeg [New]

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

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

ITEM: **33. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding the Management Services to Lone Star Golf Course Management, LLC, and Authorizing the City Manager to Enter into Negotiations with Lone Star Golf Course Management, LLC for the Management Services Contract for Maxwell Golf Course *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene advertised a Request for Proposals for the Management Services for Maxwell Golf Course. The City received three proposals on November 13, 2025. Staff is recommending awarding of the management services to Lone Star Golf Course Management, LLC, and authorizing the City Manager, or her designee, to enter into negotiations with Lone Star Golf Course Management, LLC for the Management Services Contract for Maxwell Golf Course.

FUNDING/FISCAL IMPACT

Unknown until contract negotiations are complete.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. 25_12_18 Resolution Negotiations Lone Star Golf Course Management for Maxwell (1)
2. 25_12_18 Presentation Negotiations with Lone Star Golf Course Management for Maxwell

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING MANAGEMENT SERVICES TO LONE STAR GOLF COURSE MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH LONE STAR GOLF COURSE MANAGEMENT, LLC FOR THE MANAGEMENT SERVICES CONTRACT FOR MAXWELL GOLF COURSE.

WHEREAS, the City duly advertised for request for proposals for management services of Maxwell Golf Course, and the City received three proposals on November 13, 2025; and

WHEREAS, Lone Star Golf Course Management, LLC submitted the most favorable proposal for the management services; and

WHEREAS, staff recommends that that City Council award the management services contract to Lone Star Golf Course Management, LLC; and

WHEREAS, staff recommends that City Council authorize the City Manager, or her designee, to enter into negotiations with Lone Star Golf Course Management, LLC for the final terms of the Management Services Contract for Maxwell Golf Course.

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

Part 1: The City Council of the City of Abilene hereby awards the management services of Maxwell Golf Course to Lone Star Golf Course Management, LLC.

Part 2: The City Council of the City of Abilene hereby authorizes the City Manager, or her designee, to enter into negotiations with Lone Star Golf Course Management, LLC for the final terms of the Management Services Contract for Maxwell Golf Course.

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

ADOPTED this 18th day of December 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Authorizing City Manager to Enter Into Negotiations for Management of Maxwell Golf Course

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Honorable Mayor and City Council Members**
FROM: **Emily Crawford, City Manager**

ITEM: **34. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Agreement for Project Rainy Creek *(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 - Rainy Creek 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 Rainy Creek.

Dec. 18, 2025

CITY OF ABILENE TEXAS

Chapter 380 – Project Rainy Creek

- The City desires to enter into a Chapter 380 Economic Development Agreement for a new business development, Project Rainy Creek, that will generate new jobs, expanded business enterprise, property tax, and sales tax to the City.

- Terms of the Agreement were discussed in Executive Session and will be announced upon completion of contract execution.

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
12/18/2025

TO: **Honorable Mayor & Members of City Council**
FROM: **Misty Mayo, CEO Development Corporation of Abilene**

ITEM: **35. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project King for the Development Corporation of Abilene, Inc. *(Misty Mayo)***

GENERAL INFORMATION

Approval of Development Corporation of Abilene, Inc.'s Incentive for Project King

FUNDING/FISCAL IMPACT

An incentive for Project King in an amount not to exceed $1,000,000

STAFF AND/OR BOARD RECOMMENDATION

Approval of Development Corporation of Abilene, Inc.'s Incentive for Project King

ATTACHMENTS:

1. City Resolution - Project King.v1
2. 2025-12-18 DCOA Project King - City Council - General Session

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") INCENTIVE FOR PROJECT KING ("COMPANY").

WHEREAS, on November 13, 2025, the DCOA approved Resolution No. DCOA-2026.01 (the "**DCOA Resolution**") authorizing, among other items, the DCOA's President to enter into an agreement with the Company for an incentive for Project King in an amount up to $1,000,000 (the "**Incentive**") in exchange for the Company's retention of 550 full-time employees ("**FTEs**") over a period of up to 3 years; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes, in exchange for the Company's retention of 550 FTEs over a period of up to 3 years, the DCOA to provide the Company with an Incentive in an amount not to exceed $1,000,000, and take other actions under the terms and as set forth in the DCOA Resolution.

PART 2. The DCOA's budget is hereby amended to include the expenditures described herein.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of December, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

DEVELOPING ABILENE. **TOGETHER.**

Abilene City Council | Project King
Misty Mayo, President and CEO

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

OUR VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

OUR MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

Journey from **Prospect to Company Partner**

1 Prospect Development

Targeted industry prospecting + cultivating connections with site selectors.
Visits in Abilene + working with developers, generating leads.

2 Due Diligence

Prospective companies are thoroughly vetted by the DCOA's award-winning economic development experts.
This includes performing proper due diligence to ensure a company can meet its commercial potential.

3 Evaluation

DCOA leadership interviews and talks extensively with prospective companies, researches their public profile, performs financial reviews, and studies industry trends to evaluate if these companies are a good fit for Abilene.

4 Approval

The DCOA Board of Directors approves incentive packages for company expansion projects.
Some incentive package for company projects also require approval from the City Council of Abilene.

5 Binding Agreement & Compliance

Once approved, there is a negotiation process with prospective companies before signing a binding contract. This begins the company's ongoing, long-term partnership with the DCOA, including compliance obligations noted in the company's contract with the DCOA.

Project **King**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Industry – Food Manufacturing

Project Type – Business Retention & Expansion – Local, Existing Company

Project Summary

- DCOA and the Company have a long-standing partnership
  - 1992 – original company established in Abilene, TX
  - 2010 – original company acquired by existing company
- **Total Capital Investment = $15 Million**
- **Real Estate Impact**
  - Company owns and operates 3 locations in Abilene
  - Company will invest $15 million in 2 of the 3 existing manufacturing facilities that they own and operate in Abilene
- **Expansion will:**
  - Add an additional production line
  - Increase automation
  - Invest in equipment for improvement to the current production lines
  - Improve employee retention supporting operational stability
- **Jobs Retained = 550 FTEs***
- **Incentive Package – $1 Million**

**FTE – Full Time Equivalent, is the unit of measure equivalent to an individual's hours worked in a year. 8 hours per day X 5 days per week = 40 hours per week. 40 hours X 52 weeks per year = 2,080 hours*

Development Corporation of Abilene **Board of Directors**

Shea Hall | Chair
Abilene Business Owner

Sam Vinson | Secretary & Treasurer
President | Pine Street Capital

Misty Mayo | President and CEO
Development Corporation of Abilene

Tracy Howle | Vice Chair
SVP Portfolio Manager | First Financial Bank

Buddy Napier | Board Member
President | HGN Operating

Floyd Miller | Board Member
Financial Advisor | Osaic Wealth, Inc.

The DCOA has played a key role in the creation or retention of

1 OF EVERY 3 ABILENE JOBS

The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA

Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@DevelopAbilene.com

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets.
Available land is a competitive advantage for Abilene in attracting company expansions.