



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 January 8, 2026, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 18, 2025 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Contract with HR Green, Inc. **(Don Green)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Thornton Homes for 1842 N 10th St., 5301 N 10th St., 1018 Briarwood St., 1217 Mesquite St., 1234 Beech St., 2925 Simmons Av., and 629 Washington St. **(Tim Littlejohn)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2613 to Justice Construction for the Brush Center Building Project **(Lesli Andrews)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action Amending Article V - Community Support Policies of the City Council's Governing Principles, Rules of Procedure, and Council Policies **(Lesli Andrews)**
7. **Ordinance (Final Reading) OAM-2025-01:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
8. **Ordinance (Final Reading) Z-2025-42:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
9. **Ordinance (Final Reading) Z-2025-43:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.1 Acres From Heavy Industrial (HI) To Light Industrial (LI) Zoning. Located At 2258 South Treadaway Boulevard **(Tim Littlejohn)**
10. **Ordinance (Final Reading) Z-2025-44:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
11. **Ordinance (Final Reading) CUP-2025-18:** Receive a Report, Hold a Discussion Public Hearing, 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)**
12. **Ordinance (Final Reading) Z-2025-45:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Agricultural Open (AO) To Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750 **(Tim Littlejohn)**
13. **Ordinance (Final Reading) CUP-2025-19:** 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 Duplexes In Residential Single Family (RS-6) Zoning. Located At 3557 FM 1750 **(Tim Littlejohn)**
14. **Ordinance (Final Reading) Z-2025-46:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.74 Acres From Mobile/Manufactured Home (MH) To Multifamily (MF) Zoning. Located At 317 Neas Road **(Tim Littlejohn)**

EXECUTIVE SESSION

15. **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. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025
21. Eminent Domain Proceedings for Maple Street Project

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Site Infrastructure Agreements with Abilene DC9, LLC and Abilene DC10, LLC

RECONVENE

REGULAR AGENDA

16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Site Infrastructure Agreement with Abilene DC9, LLC, and Abilene DC10, LLC **(Emily Crawford)**

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 2nd day of January, 2026, at 9:45 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 18, 2025 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on December 18, 2025

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 12-18-2025 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 01/06/2026

**CITY COUNCIL MEETING
December 18, 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 18, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Brian Yates led the invocation.

Jacob Reyes and Jasmine Reyes, both from Stafford 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

- Recognition:
 - Dr. Kelley with the Veteran's Land Board presented City staff with the Veteran's Cemetery Customer Service Award

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-25. Items 18, 21 and 22 were pulled for individual consideration.

PUBLIC COMMENTS

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

- Tammy Fogle

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda, consisting of items 3-17, 19-20, and 23-25. Councilmember Price seconded the motion. Motion carried.

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 4, 2025
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
[ASSIGNED RESOLUTION NO. 251-2025]

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
[ASSIGNED RESOLUTION NO. 252-2025]
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
[ASSIGNED RESOLUTION NO. 253-2025]
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
[ASSIGNED RESOLUTION NO. 254-2025]
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
[ASSIGNED RESOLUTION NO. 255-2025]
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
[ASSIGNED RESOLUTION NO. 256-2025]
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
[ASSIGNED RESOLUTION NO. 257-2025]
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.
[ASSIGNED RESOLUTION NO. 258-2025]
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
[ASSIGNED RESOLUTION NO. 259-2025]
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
[ASSIGNED RESOLUTION NO. 260-2025]
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.
[ASSIGNED RESOLUTION NO. 261-2025]
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.
[ASSIGNED RESOLUTION NO. 262-2025]

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.
[ASSIGNED RESOLUTION NO. 263-2025]
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.
[ASSIGNED RESOLUTION NO. 264-2025]
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.
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.
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.
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.
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.

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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).

Having pulled the item, Councilmember Price had questions and recommended changes for the second reading, to include having the “private streets” definition match the rest of the Code and be consistent. Councilmember Price also questioned if the number of RV pads were included in the count that triggers a second entrance for emergencies. Tim Littlejohn, Director of Planning & Development Services, presented the item and addressed Councilmember Price’s concerns. He will look into the suggested changes before the second reading.

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. Deputy Mayor Pro-tem Regan seconded the motion; motion carried.

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

NAYS (0): None

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

Having pulled the item, Councilmember Regan had concerns on the potential increase in traffic and the size of this project. Tim Littlejohn, Director of Planning & Development Services, presented the item. Council and staff discussed the size of the project at length.

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

- Kyle Haspel - did not wish to speak, indicated support on the comment card
- Klint Doar - did not wish to speak, indicated support on the comment card
- Wade Hatch - did not wish to speak, indicated support on the comment card
- Ross Strain
- Greg Gachassin
- Joy Allenbaugh
- Eric Johnson
- Wildon Wallace
- Jordan Hibbs

The following spoke in opposition to the item:

- Jan Price
- Karen Sanders

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

NAYS (0): None

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.

Having pulled the item, Councilmember Regan wanted clarification on how a Conditional Use Permit applied to this case. Tim Littlejohn, Director of Planning & Development Services, presented the item and clarified that if the developer does not renew the permit, then this would force them to clear the property.

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

- Greg Gachassin
- Jordan Hibbs

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

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

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

NAYS (0): None

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 265-2025]

Jesse Pottebaum, Zoo Director, presented the item. Adoption of the item would award Sedalco Construction Company the contract for the Abilene Zoo Phase 1 of Africa Series of Exhibits Project.

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

- Tammy Fogle

The following spoke in support of the item:

- Darrel Knight, representing the Grover Nelson Foundation and Zoological Society
- Janelle Benham, President of the Zoological Society
- Russ Gearson, with Sedalco

The following spoke in opposition to the item:

- Doug Kilpatrick

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

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

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

NAYS (0): None

Mayor Hurt announced that items 27, 28, 29 and 30 would be considered after executive session.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:16 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:

- 31.F.551.072 (Deliberations about Real Property)
 - 1. Maxwell Golf Course (agenda item #33)
- 31.F.551.087 (Business Prospect/Economic Development)
 - 1. DCOA Project King (agenda item #35)
 - 2. Project Rainy Creek (agenda item #34)
 - 3. Site Infrastructure Agreement with Abilene DC9, LLC

The Executive Session ended at 11:35 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

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 **[ASSIGNED ORDINANCE NO. 97-2025]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would annex 19.12 acres of land located at Lot 4, A.F. McDonald Subdivision, Taylor County, Texas into the City limits of the City of Abilene.

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

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

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

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 **[ASSIGNED ORDINANCE NO. 98-2025]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would annex 140.97 acres of land located at West part of lot A.F. McDonald's Subdivision of the Wilson W. Sill's Surveys no. 23, Abstract No. 02332 and 24, Abstract no. 0233, Taylor County, Texas into the City limits of the City of Abilene.

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

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

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

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 **[ASSIGNED ORDINANCE NO. 99-2025]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would annex 47.18 acres of land being 11.95 acres out of the Southeast ¼ of Section 55, Block 16, T&P RR. Company Surveys, Abstract No. 0385, Taylor County, Texas, and 16.39 acres out of Section 55, Block 16, T&P RR. Company Surveys, Taylor County, Texas, and 15 acres out of Section 55, Block 16, T&P RR. Company Surveys, Taylor County, Texas, and 3 acres out of the Southeast ¼ of Section 55, Block 16, T&P RR. Company Surveys, Abstract 0385, Taylor County Texas, and 0.84 acres out of Section 55, Block 16, T&P RR. Company Survey, Taylor County, Texas into the City limits of the City of Abilene.

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

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

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

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. **[ASSIGNED ORDINANCE NO. 100-2025]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms of PDD-181 to amend the boundaries of the PDD, at the above referenced location.

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

- Rusty Towell
- Joseph Cychosz
- Jared Barker
- Nicholas Wegg

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

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

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

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
[ASSIGNED RESOLUTION NO. 266-2025]

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

Board	Term End Date
<i>Abilene Housing Authority</i>	
Gary Bone [New]	November 2027
<i>Airport Development Board</i>	
Kirk Thaxton [Reappointment]	November 2028
Kelsi Mangrem [New]	November 2028
<i>Board of Adjustment</i>	
Jon Loudermilk [Regular] [Reappointment]	November 2027
<i>Development Corporation of Abilene, Inc.</i>	
Mark Colman [New]	December 2027
Buddy Napier [Reappointment]	December 2027
<i>Neighborhood Services Advisory Board</i>	
Brittany Deeg [New]	November 2026 [unexpired term]

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

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

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

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
[ASSIGNED RESOLUTION NO. 267-2025]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would award Lone Star Golf Course Management the management services agreement for Maxwell Golf Course.

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

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

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

34. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Agreement for Project Rainy Creek
[ASSIGNED RESOLUTION NO. 268-2025]

Emily Crawford, City Manager, presented the item. Adoption of the item would approve a Chapter 380 Agreement for Project Rainy Creek, which is a 35 acre mixed use development with Bass Pro Shop as the anchor store.

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

- Tammy Fogle

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

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

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

NAYS (0): None

Councilmember Craver left the meeting at the conclusion of this 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
[ASSIGNED RESOLUTION NO. 269-2025]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's incentive for Project King.

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 Price seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Craver

ADJOURNMENT

There being no further business, the meeting adjourned at 12:08 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Contract with HR Green, Inc. (*Don Green*)

GENERAL INFORMATION

City Council approved the contract with HR Green, Inc. on November 20, 2025 (Resolution 236-2025) to conduct consulting work for the Dyess AFB Military Installation Resilience Project. The approved contract amount was \$480,474.00, based on HR Green's submitted proposal form. However, in its project Scope of Work, HR Green requested a contingency amount of \$20,000.00 for travel expenses to conduct some of the tasks onsite. HR Green did not include this amount in the price on the proposal form.

Amendment 1 to the contract will increase the contract amount by \$19,526.00, not the requested full \$20,000, to make the contract total fee amount \$500,000.00, which is the amount budgeted in the grant from the Department of War.

FUNDING/FISCAL IMPACT

This amended contract amount is already budgeted in the grant and requires no further City, DCOA, or grant funds.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of Amendment 1, as it is an allowance and not a fixed cost of the contract.

ATTACHMENTS:

1. HR Green Contract Amendment 1 Resolution 1-8-2026
2. 236-2025 - Awarding a Contract to HR Green, Inc for a Military Installation Readiness Study
3. HR Green Amendment 1 Presentation (1-8-26)

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING AMENDMENT ONE TO THE CONTRACT WITH HR GREEN, INC.**

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

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

WHEREAS, the City awarded a contract to HR Green, Inc. to conduct the consulting work for the MIR Study through Resolution 236-2025 on November 20, 2025; and

WHEREAS, HR Green, Inc. requested a contingency amount be added to the contract to cover travel expenses for on-site work; and

WHEREAS, the contingency amount will be \$19,526.00, bringing the contract total to \$500,000.00, which is the amount budgeted in the grant.

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

1. That the City Manager is authorized to execute Amendment 1 to the contract with HR Green, Inc. in the amount of \$19,526.00
2. That Amendment 1 authorizes the total contract amount with HR Green, Inc of \$500,000.00.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 8th Day of January 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. 236-2025

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

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

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

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

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

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

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

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

ADOPTED this 20th Day of November 2025.

ATTEST:

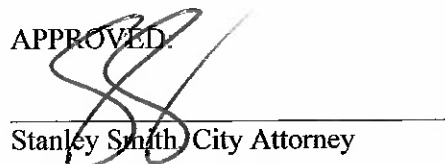


Kaitlin Richardson, Deputy City Secretary



Weldon Hurt, Mayor

APPROVED:



Stanley Smith, City Attorney

City Council Meeting





HR Green, Inc. Contract Amendment 1

- City Council approved the contract with HR Green, Inc. on November 20, 2025 (Resolution 236-2025) to conduct consultant work for the Dyess AFB Military Installation Resilience Project.
- The approved contract amount was \$480,474.00, based on HR Green's submitted proposal form. However, in its project Scope of Work, HR Green requested a contingency amount of \$20,000.00 for travel expenses to conduct some of the tasks onsite. HR Green did not include this amount in the price on the proposal form.





- Amendment 1 to the contract will increase the contract amount by \$19,526.00, not the requested full \$20,000, to make the contract total fee amount \$500,000.00, which is the amount budgeted in the grant from the Department of War.



Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Thornton Homes for 1842 N 10th St., 5301 N 10th St., 1018 Briarwood St., 1217 Mesquite St., 1234 Beech St., 2925 Simmons Av., and 629 Washington St. *(Tim Littlejohn)*

GENERAL INFORMATION

Thornton Homes is proposing to build new single family homes as part of the Rebuild Abi program

FUNDING/FISCAL IMPACT

Up to a total of \$213,150.00 for all 7 agreements

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Thornton RESOLUTION NO (1)
2. 5301 N.10th_Thornton Custom Homes_ Ch 380 agreement
3. 2925 Simmons_Thornton Custom Homes_ Ch 380 agreement
4. 1842 N.10th_Thornton Custom Homes_ Ch 380 agreement
5. 1234 Beech_Thornton Custom Homes_ Ch 380 agreement
6. 1217 Mesquite_Thornton Custom Homes_ Ch 380 agreement
7. 1018 Briarwood_Thornton Custom Homes_ Ch 380 agreement
8. 629 Washington_Thornton Custom Homes_ Ch 380 agreement
9. City Council Presentation Thornton Homes (1)

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 THORNTON HOMES REGARDING 1842 N 10TH St, 5301 N 10TH St, 1018 BRIARWOOD St., 1217 MESQUITE St., 1234 BEECH St., 2925 SIMMONS AV., 629 WASHINGTON St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 8th day of January, 2026, by and between Thornton Homes, ("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 1842 N 10TH St, 5301 N 10TH St, 1018 BRIARWOOD St., 1217 MESQUITE St., 1234 BEECH St., 2925 SIMMONS AV., 629 WASHINGTON 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 8th day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 5301 N. 10th St in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Thornton Custom Homes 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

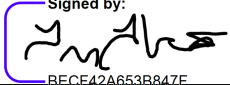
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A653B847E

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 2925 Simmons 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 Thornton Custom Homes its successors or assigns.

III. TERM

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

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- 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**

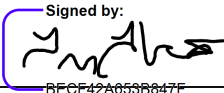
FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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

AGREED:

DEVELOPER
Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A053B847F...
Name (printed): Trey Thornton
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

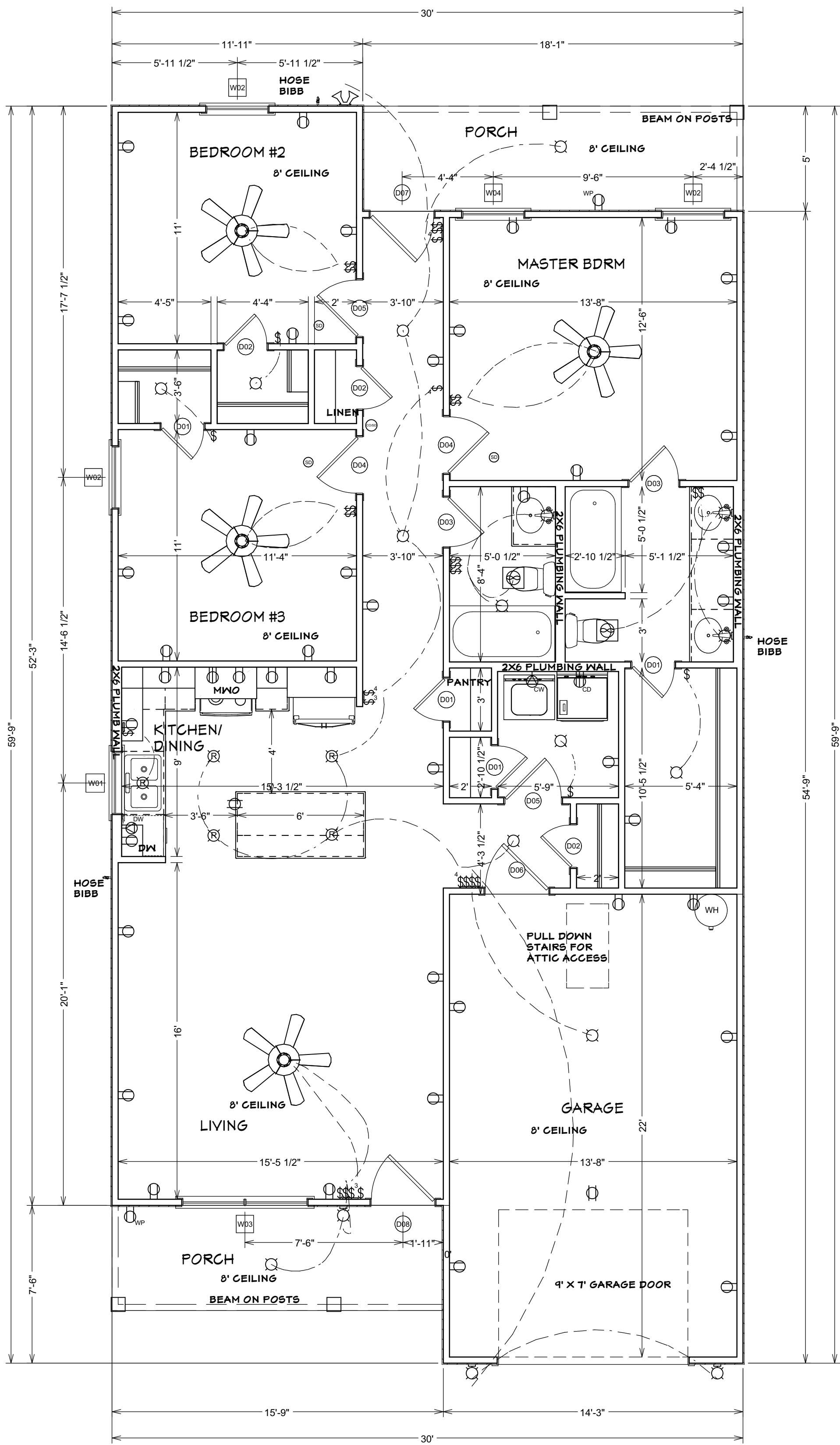
APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans

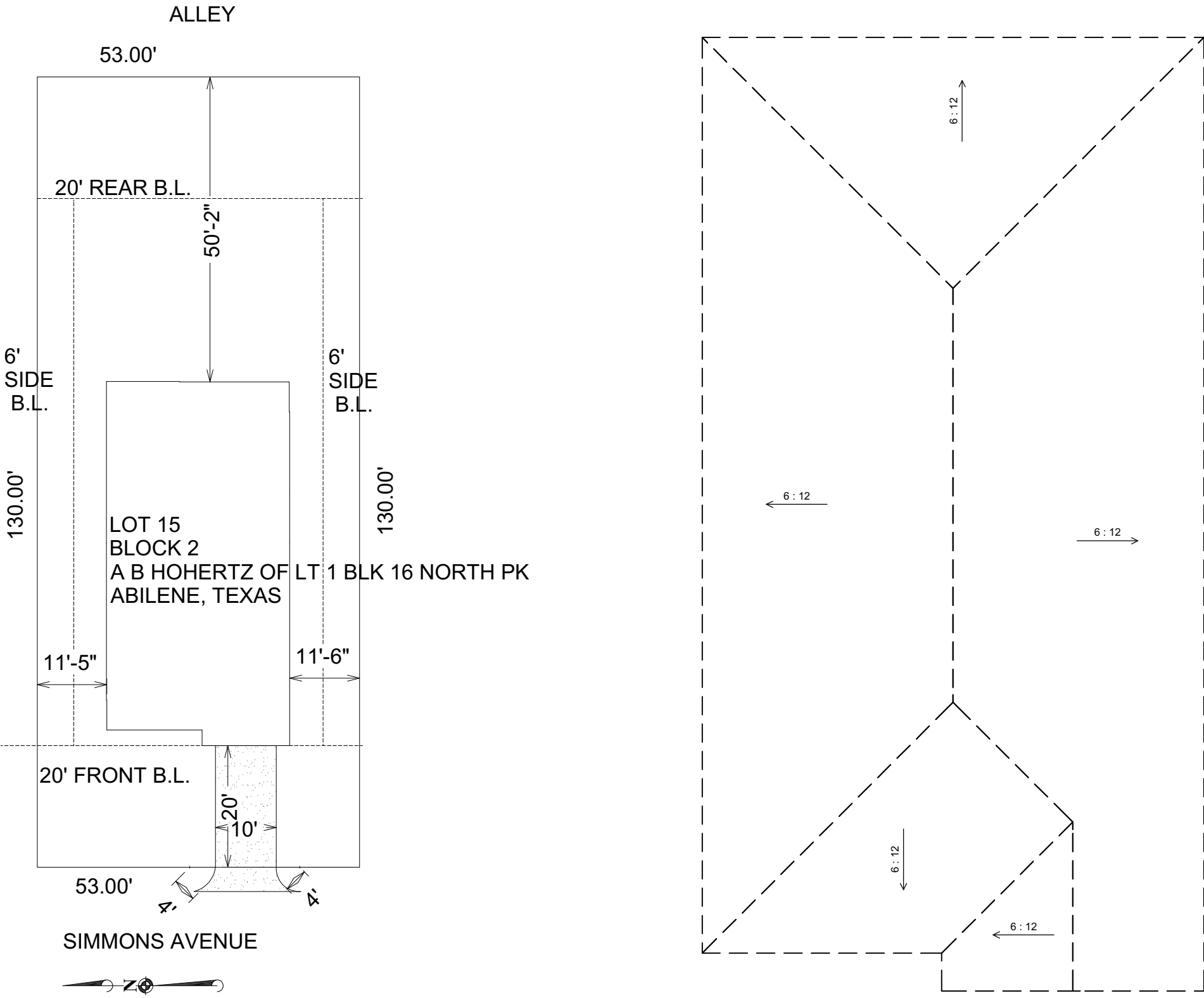


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"	TEMPERED	SINGLE HUNG

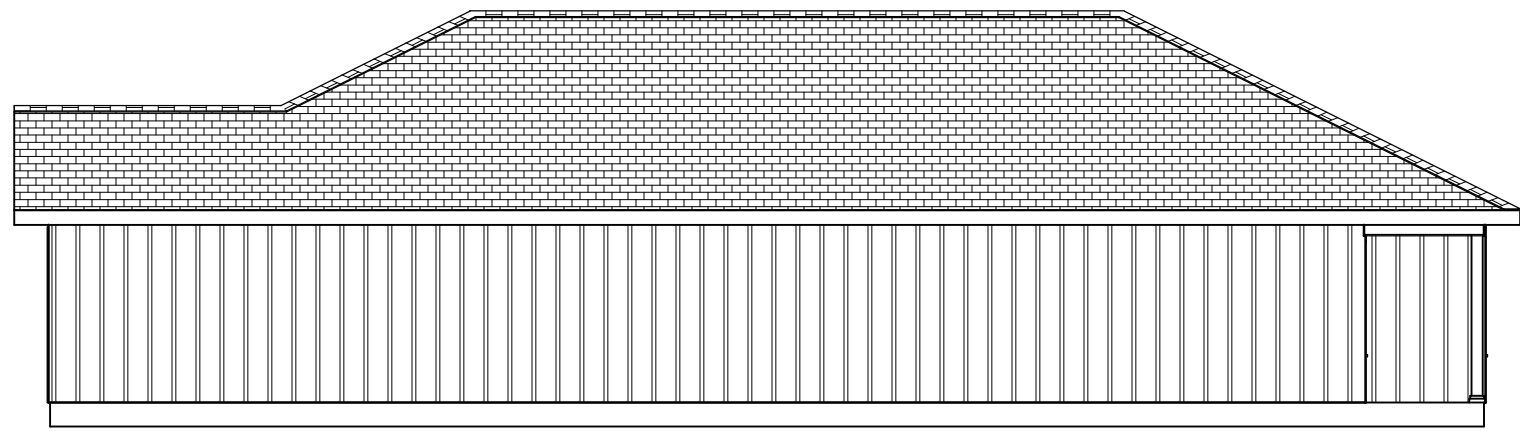
- NOTES:
- ALL 8' PLATES.
 - HVAC IN ATTIC.
 - VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 - STUD WALLS DIMENSIONED AT 3-1/2".

LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753

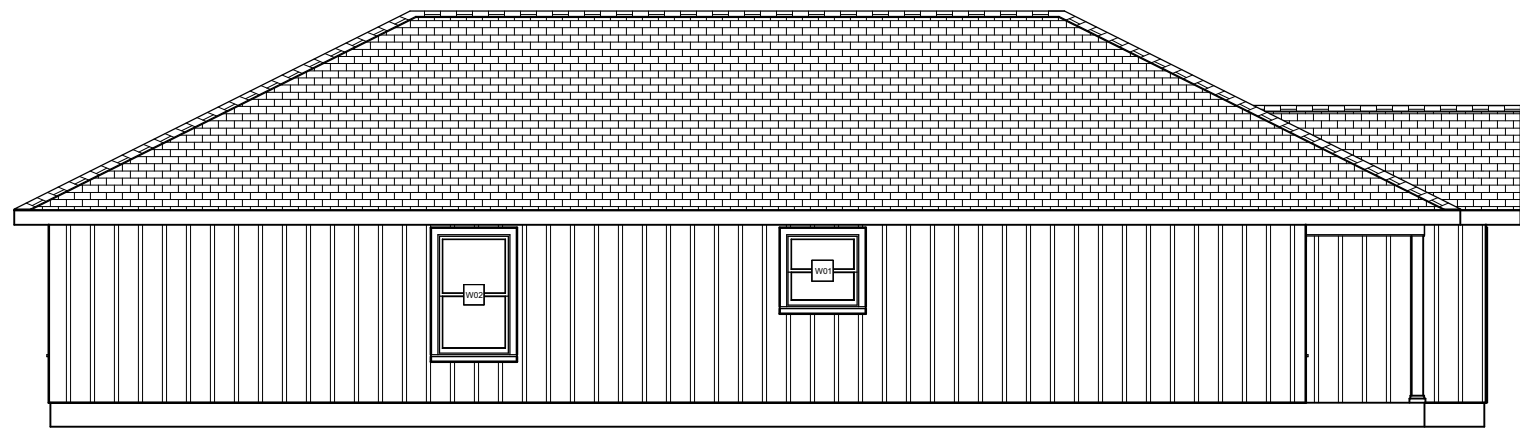


PLOT PLAN 1 in = 20 ft

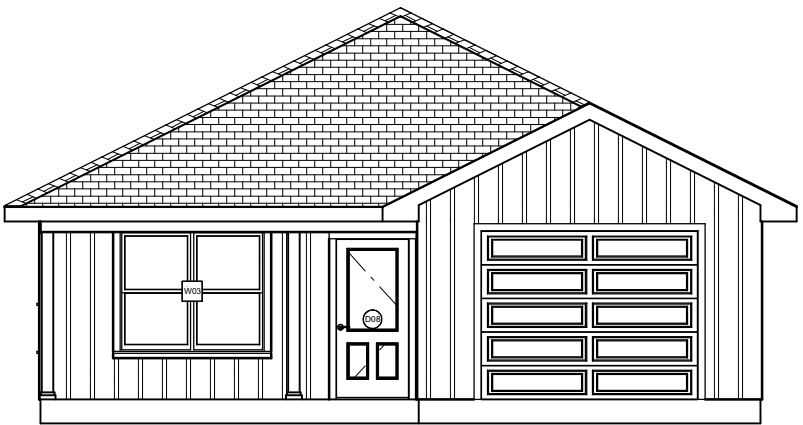
ROOF PLAN 1/8 in = 1 ft



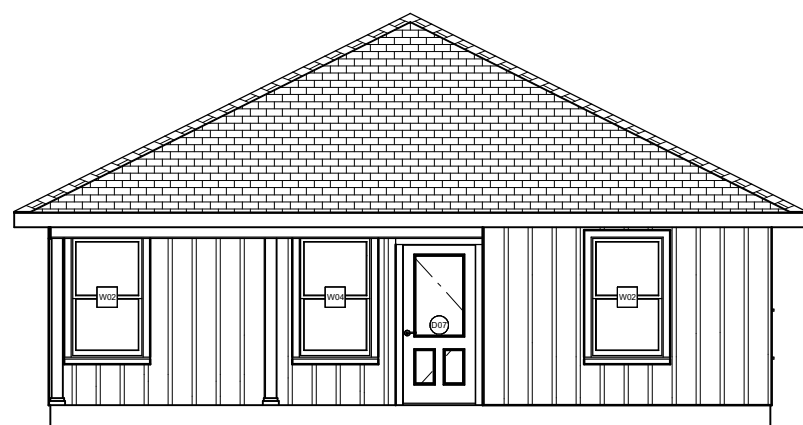
RIGHT ELEVATION



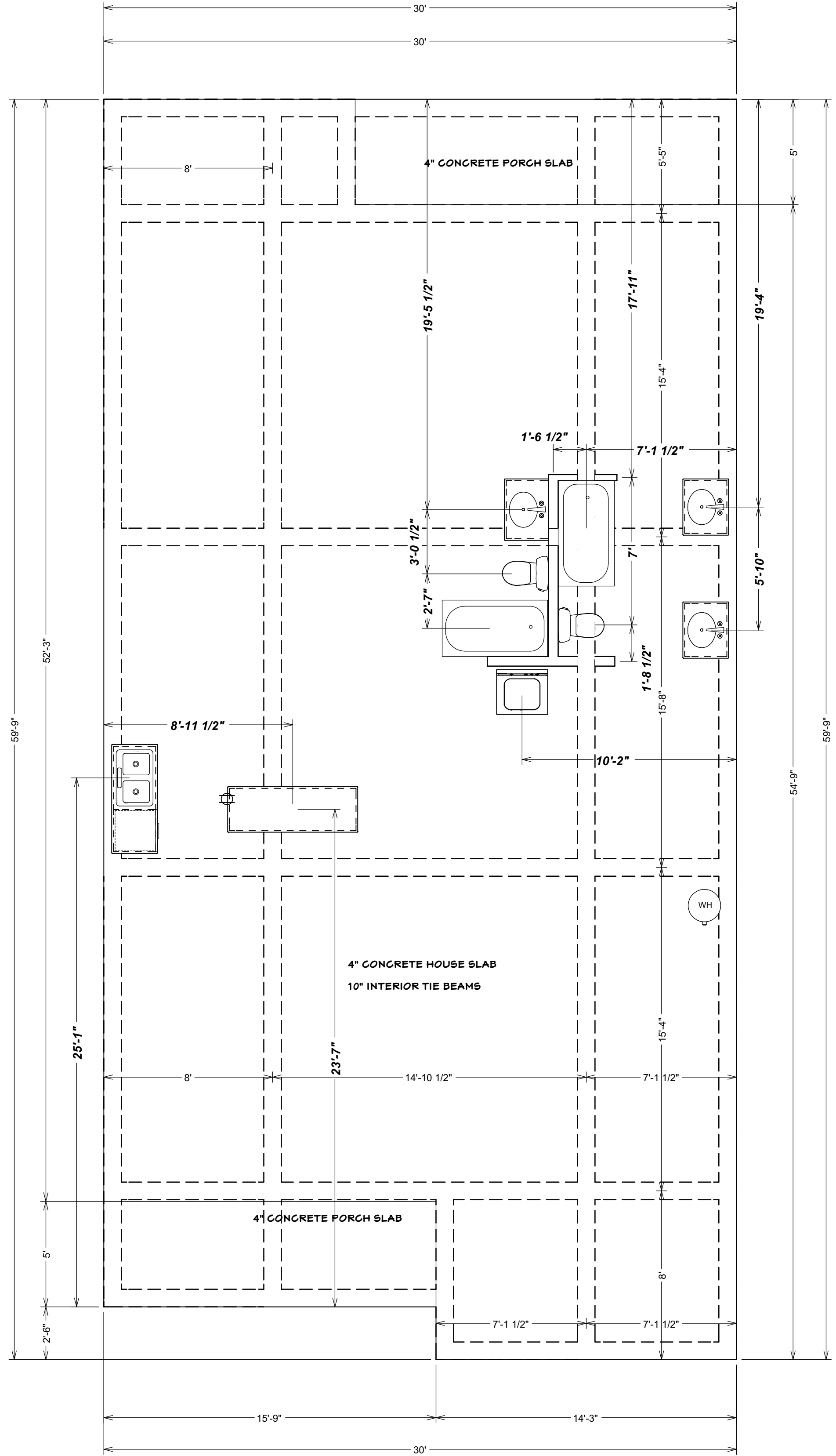
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



2925 SIMMONS AVE

THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-25-1270	

FLOOR PLAN 1/4 in = 1 ft

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

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 1842 N. 10th 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 Thornton Custom Homes 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

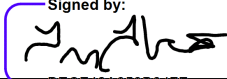
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A653B847F...
Name (printed): Trey Thornton
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

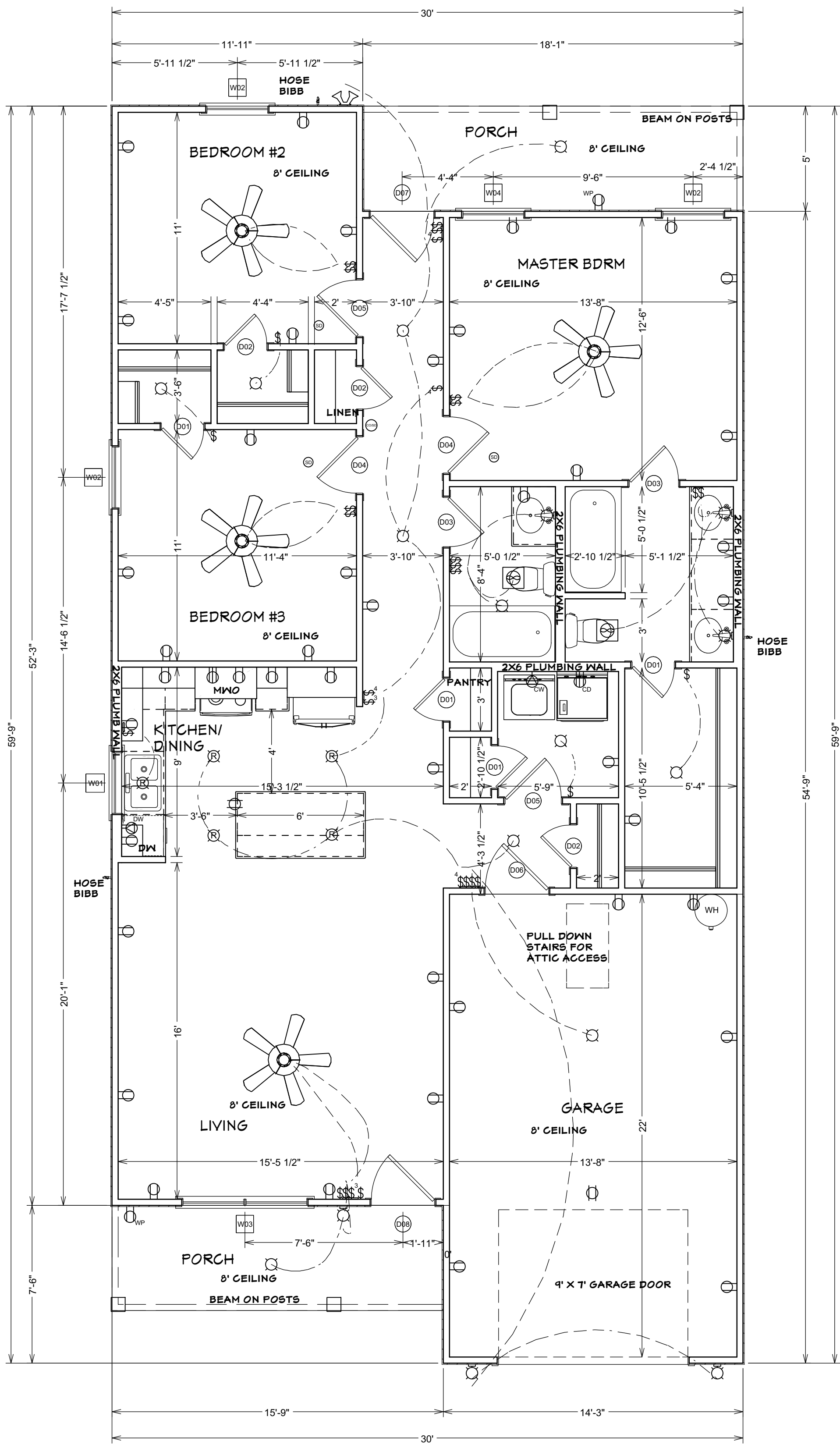
APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans



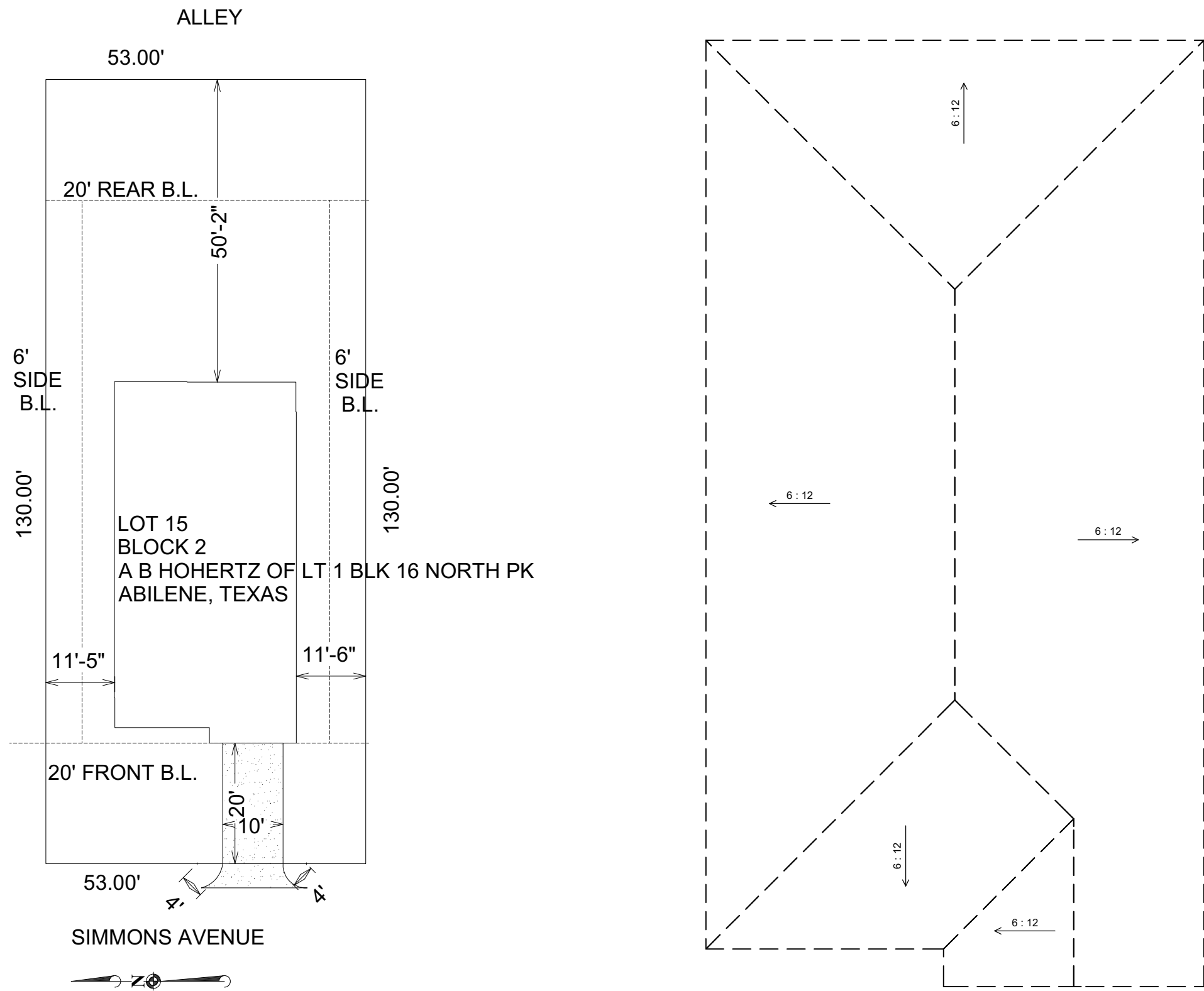
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
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D02	2068 L IN	HINGED	1 3/8"		3
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D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
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- NOTES:
- ALL 8' PLATES.
 - HVAC IN ATTIC.
 - VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 - STUD WALLS DIMENSIONED AT 3-1/2".

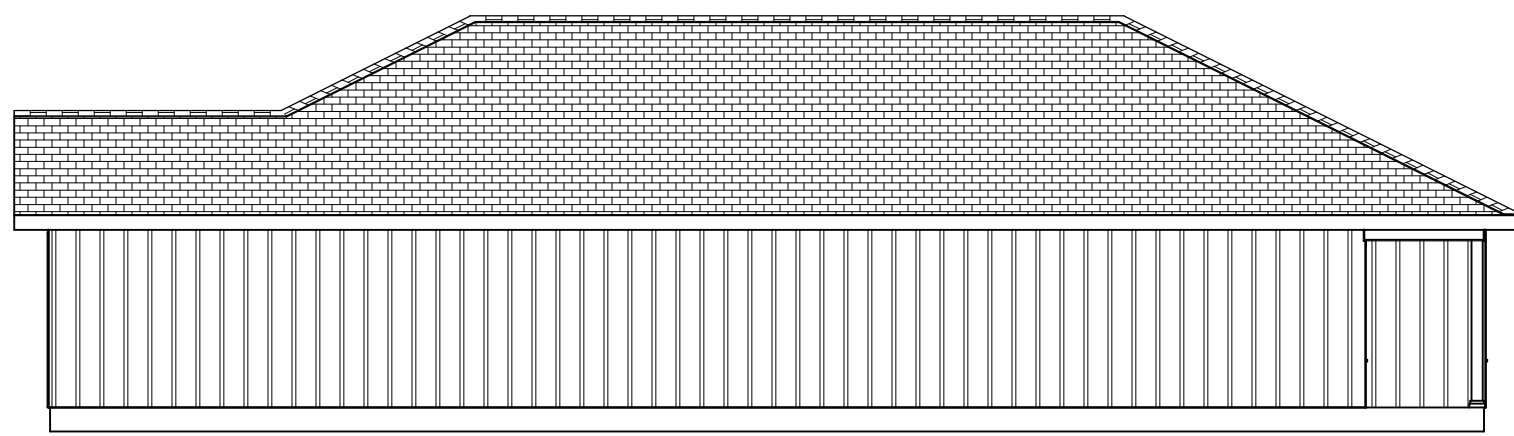
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753

FLOOR PLAN 1/4 in = 1 ft

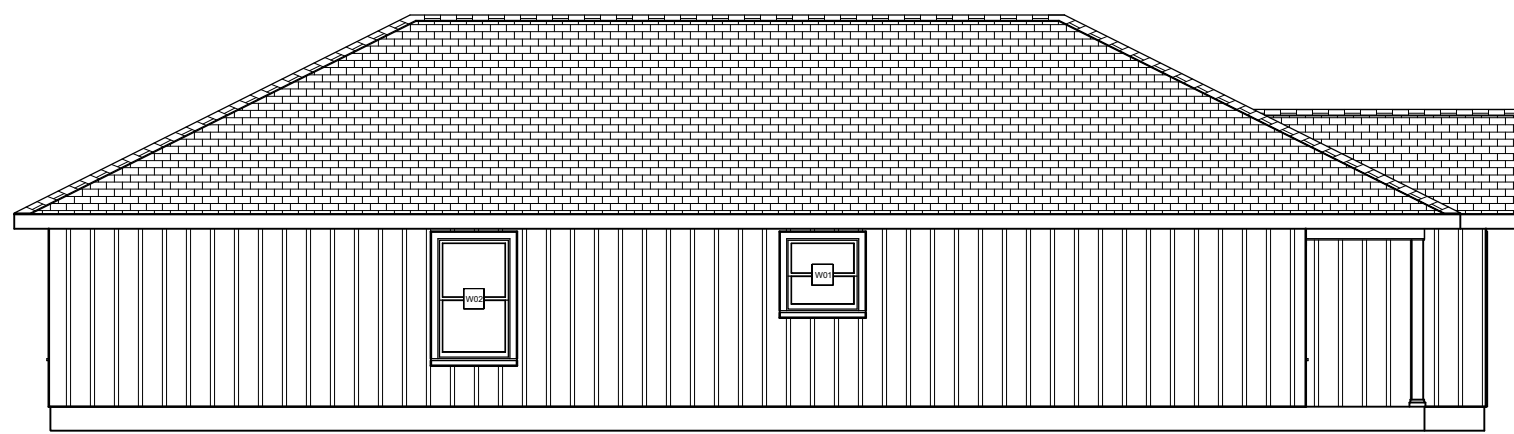


PLOT PLAN 1 in = 20 ft

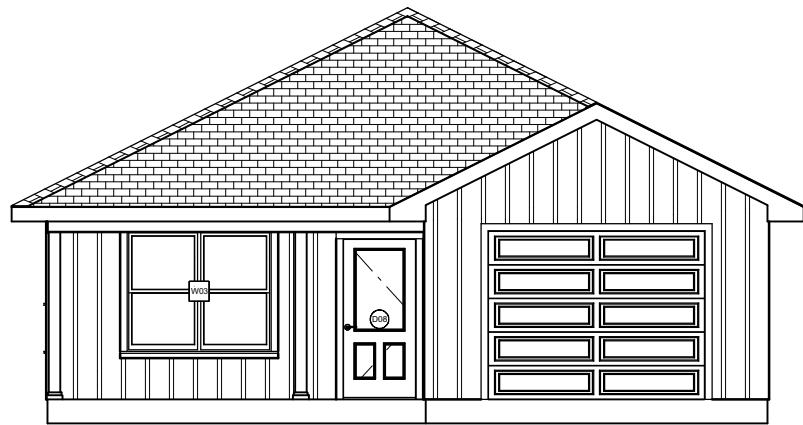
ROOF PLAN 1/8 in = 1 ft



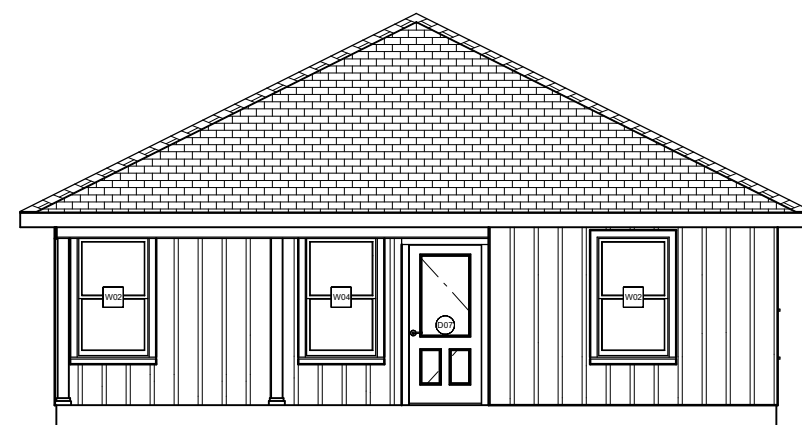
RIGHT ELEVATION



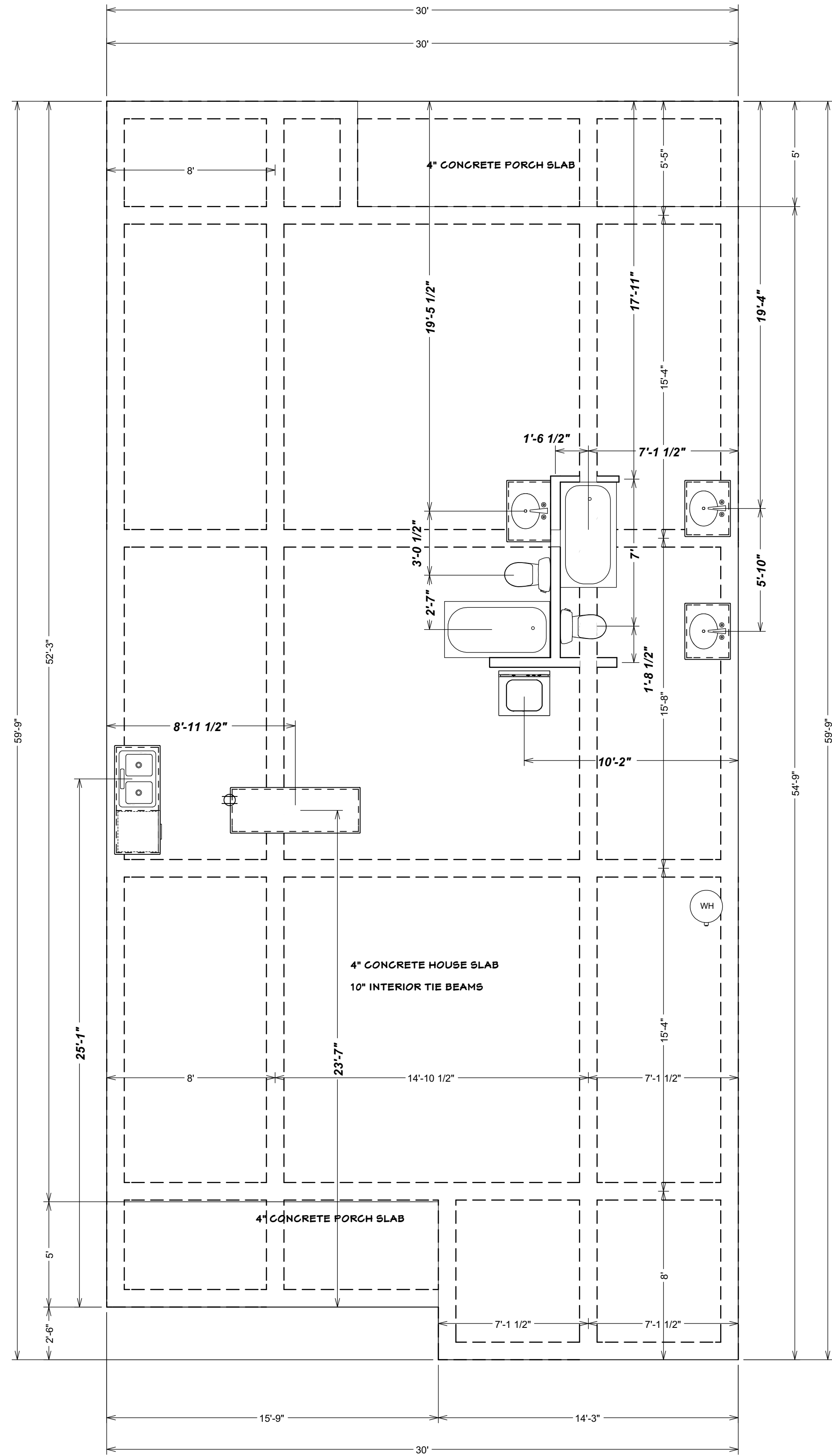
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



1842 N 10TH ST

THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-25-1270	

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 1234 Beech 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.
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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 Thornton Custom Homes its successors or assigns.

III. TERM

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 - 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.
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V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

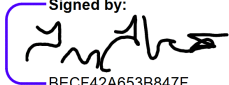
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
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- 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.
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*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A653B847F...

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans

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RECITALS

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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

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 - 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

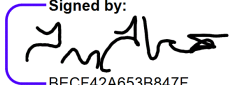
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A653B847E

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

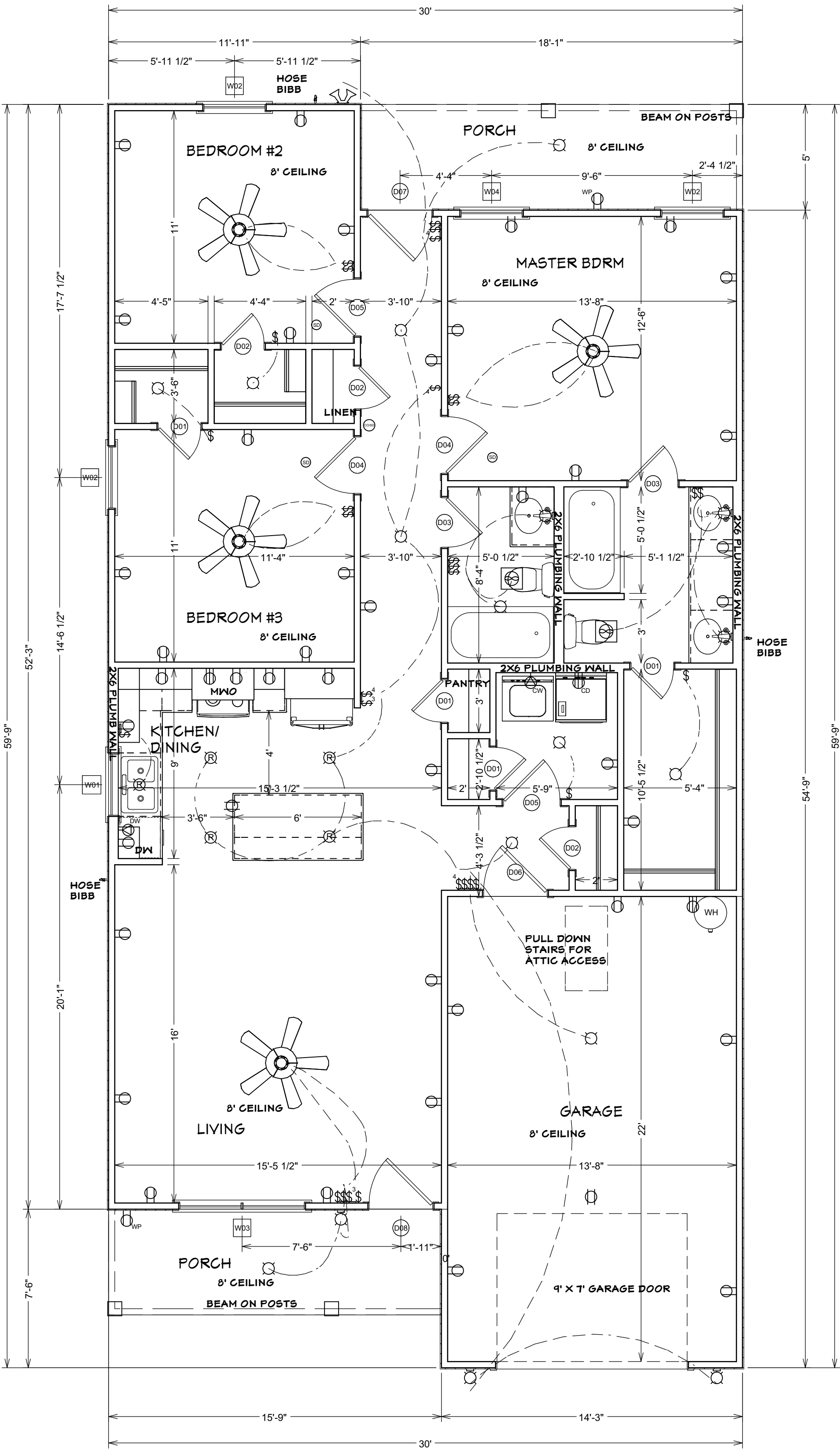
APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans

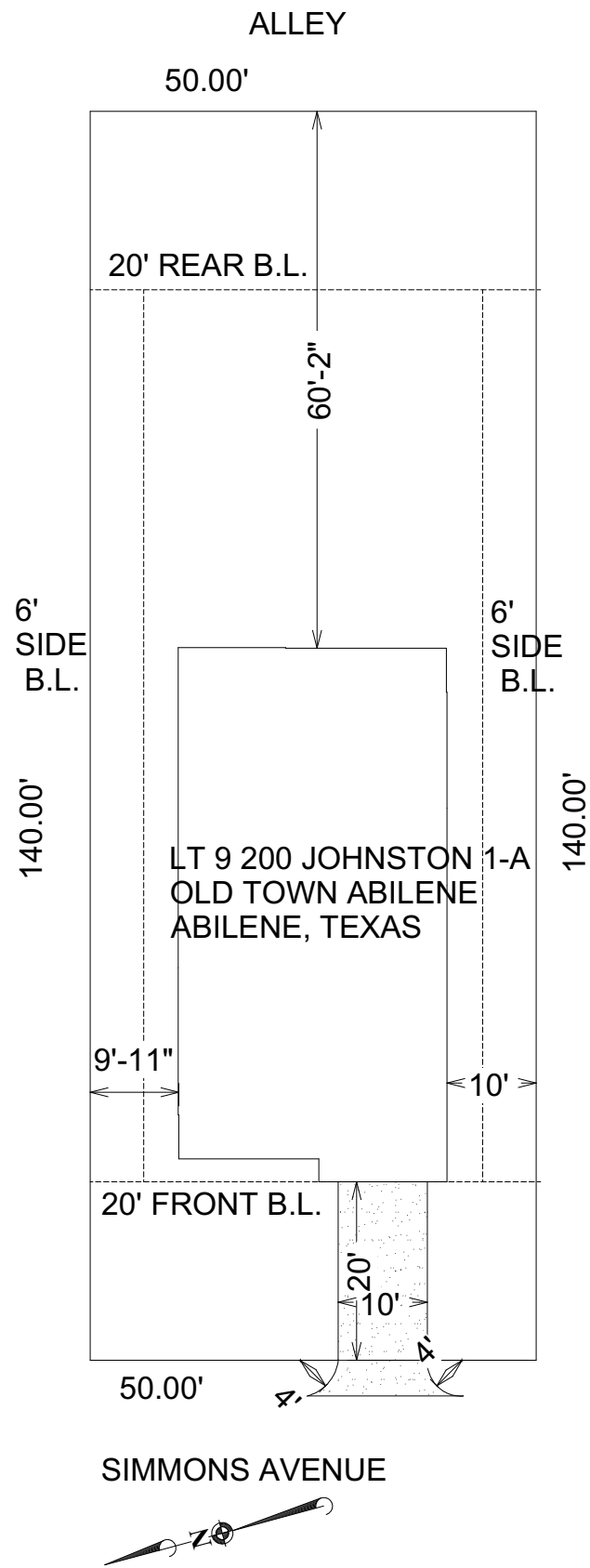


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

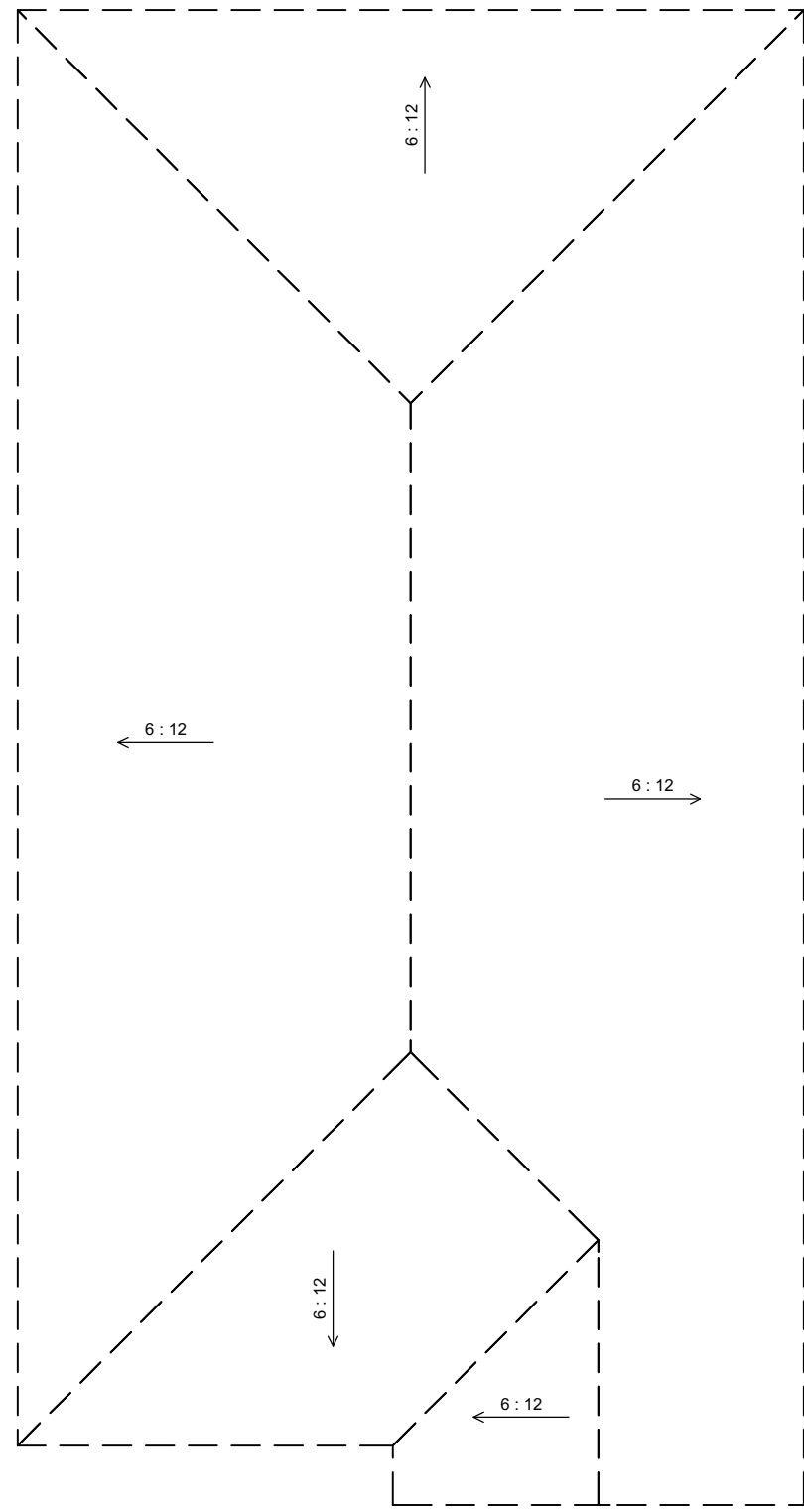
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"	TEMPERED	SINGLE HUNG

- NOTES:
- ALL 8' PLATES.
 - HVAC IN ATTIC.
 - VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 - STUD WALLS DIMENSIONED AT 3-1/2".

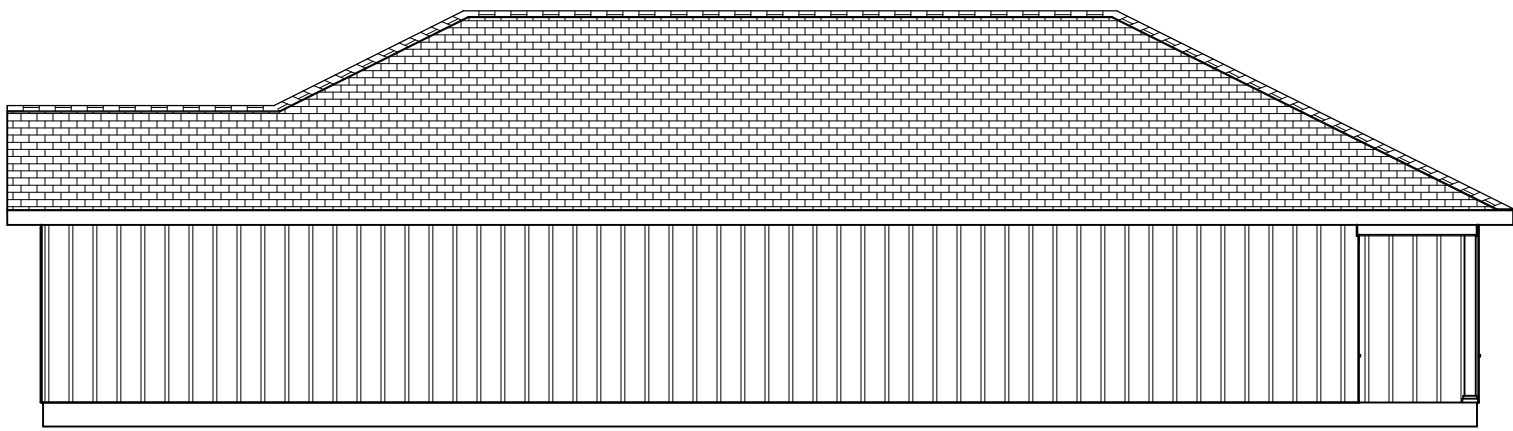
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



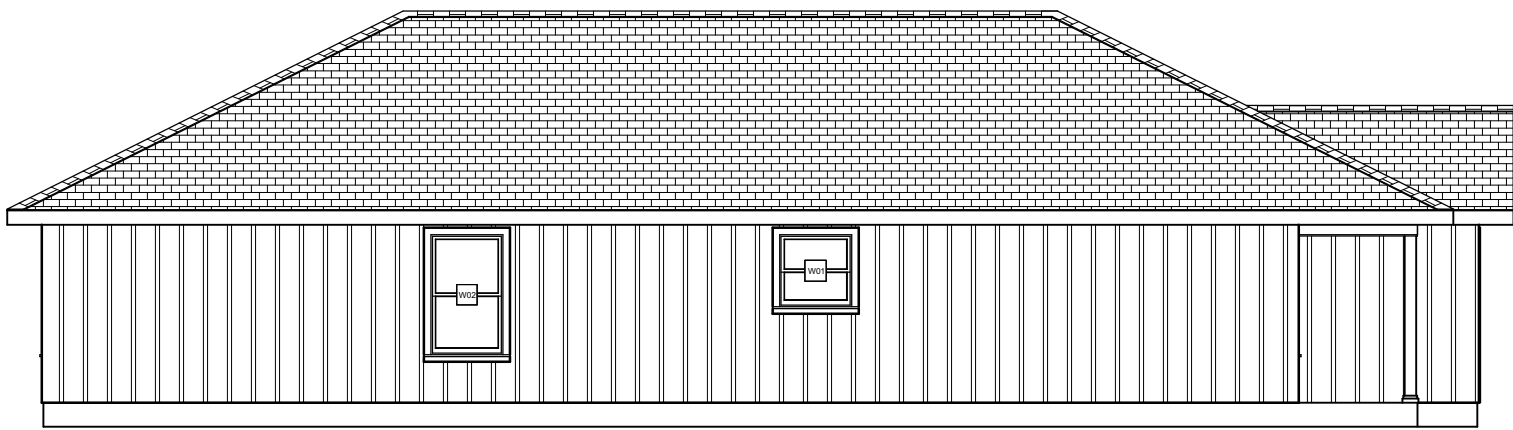
PLOT PLAN 1 in = 20 ft



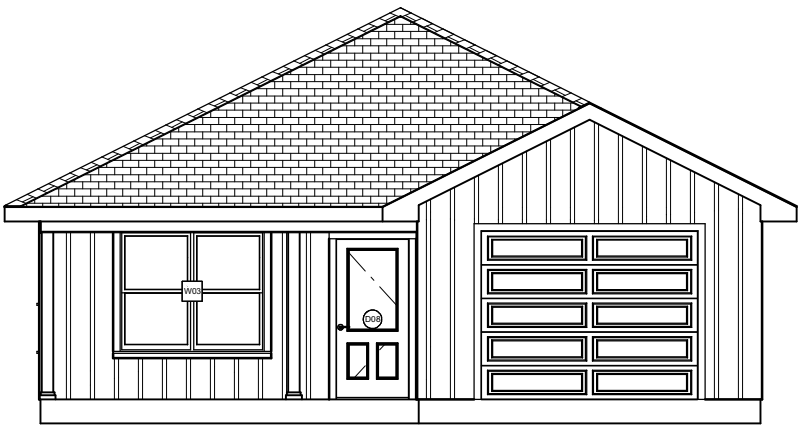
ROOF PLAN 1/8 in = 1 ft



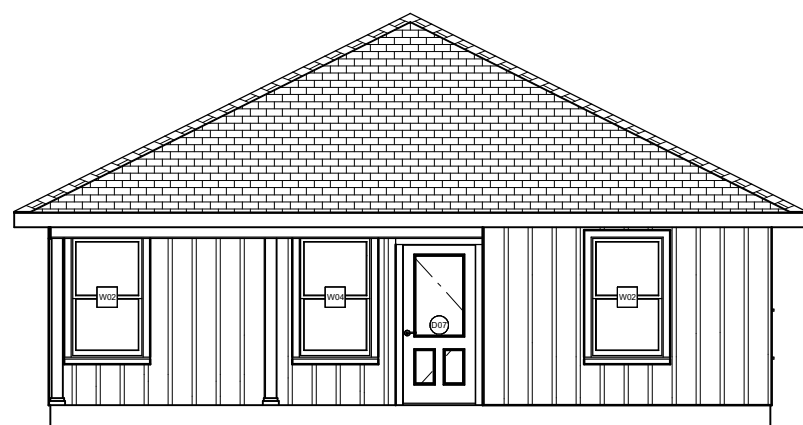
RIGHT ELEVATION



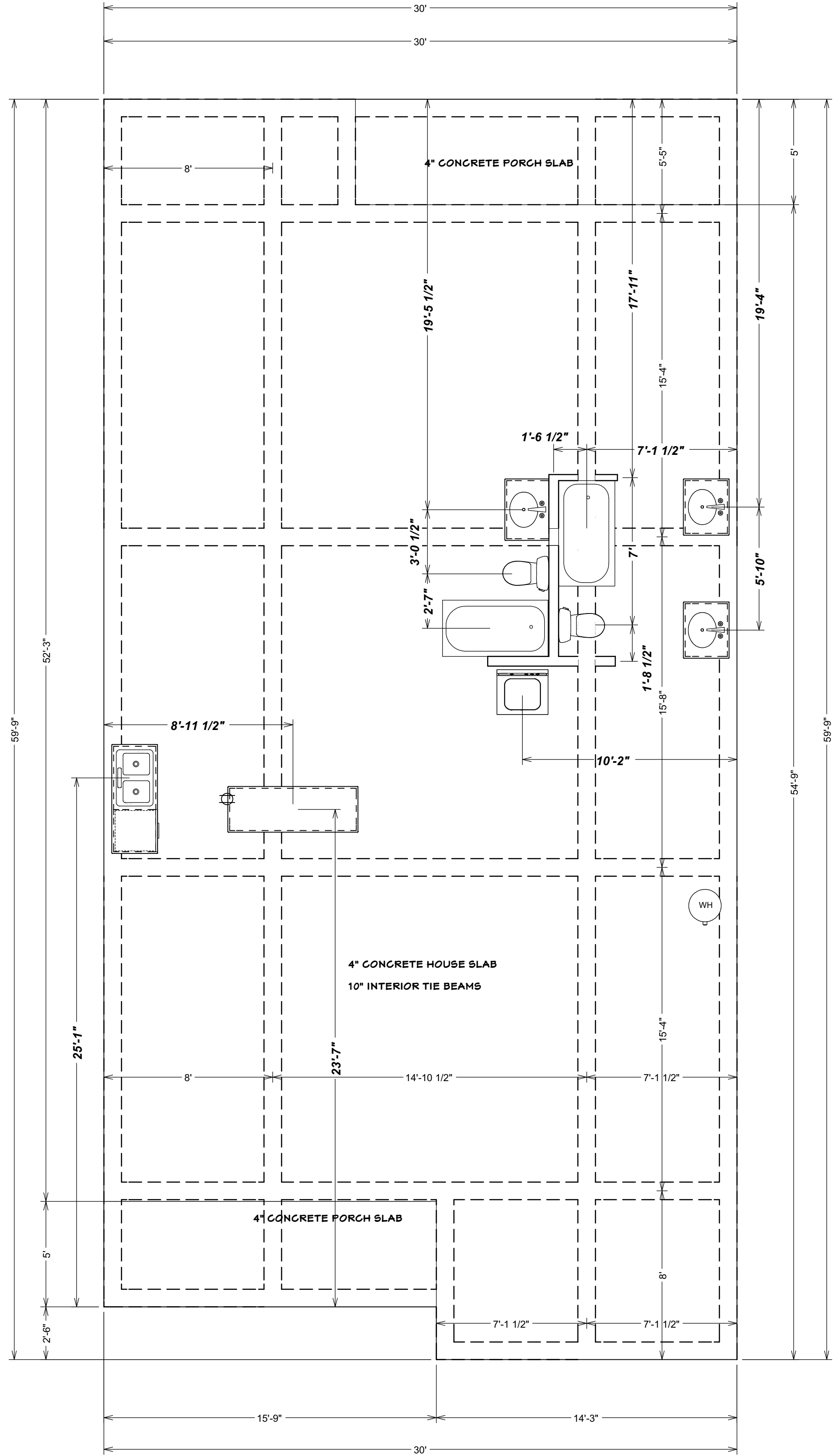
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



1217 MESQUITE

THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-25-1270	

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 1018 Briarwood St, in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Thornton Custom Homes 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,
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V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 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.
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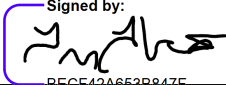
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- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written 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.
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- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A653B847F...

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

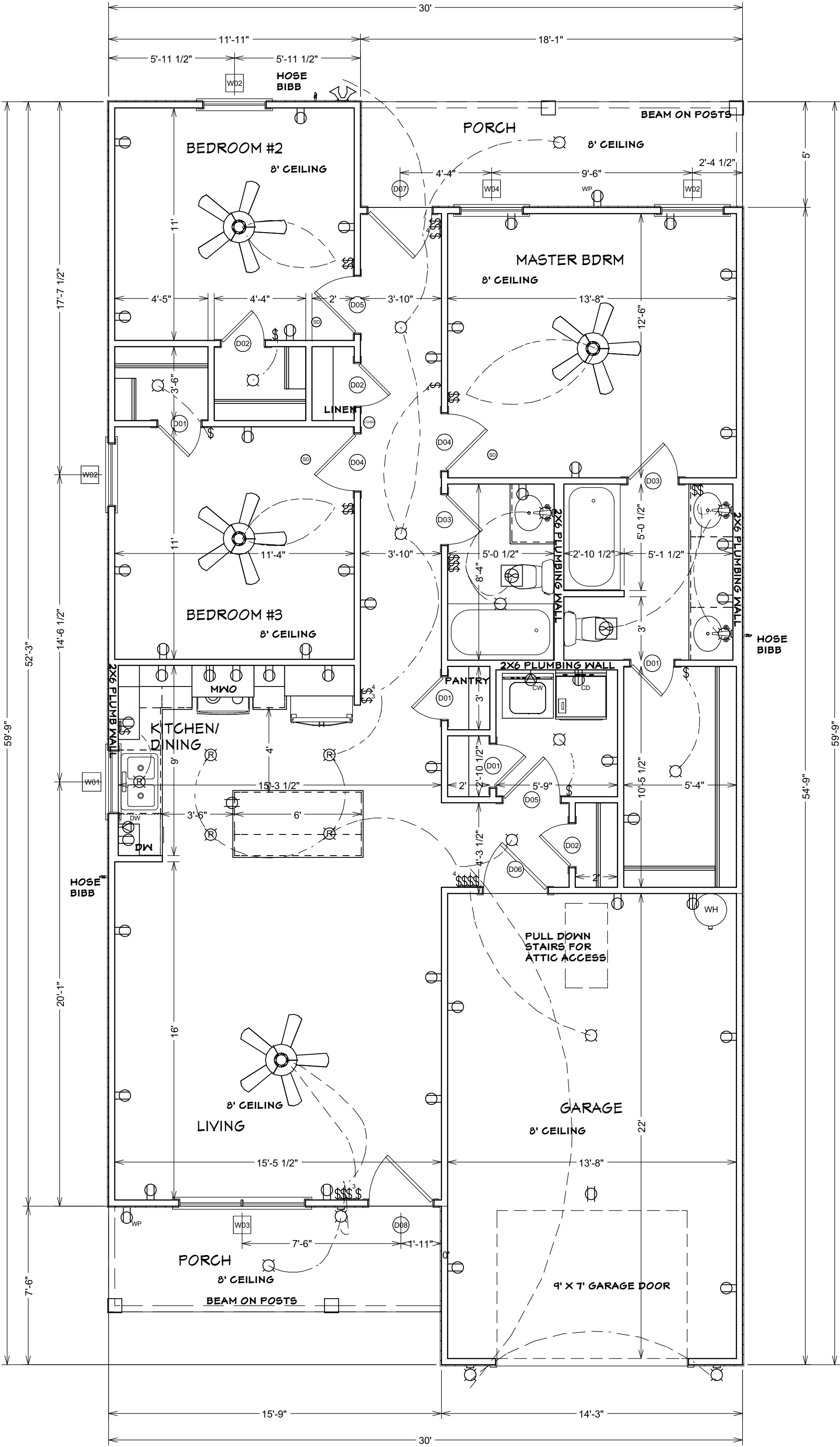
APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans



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

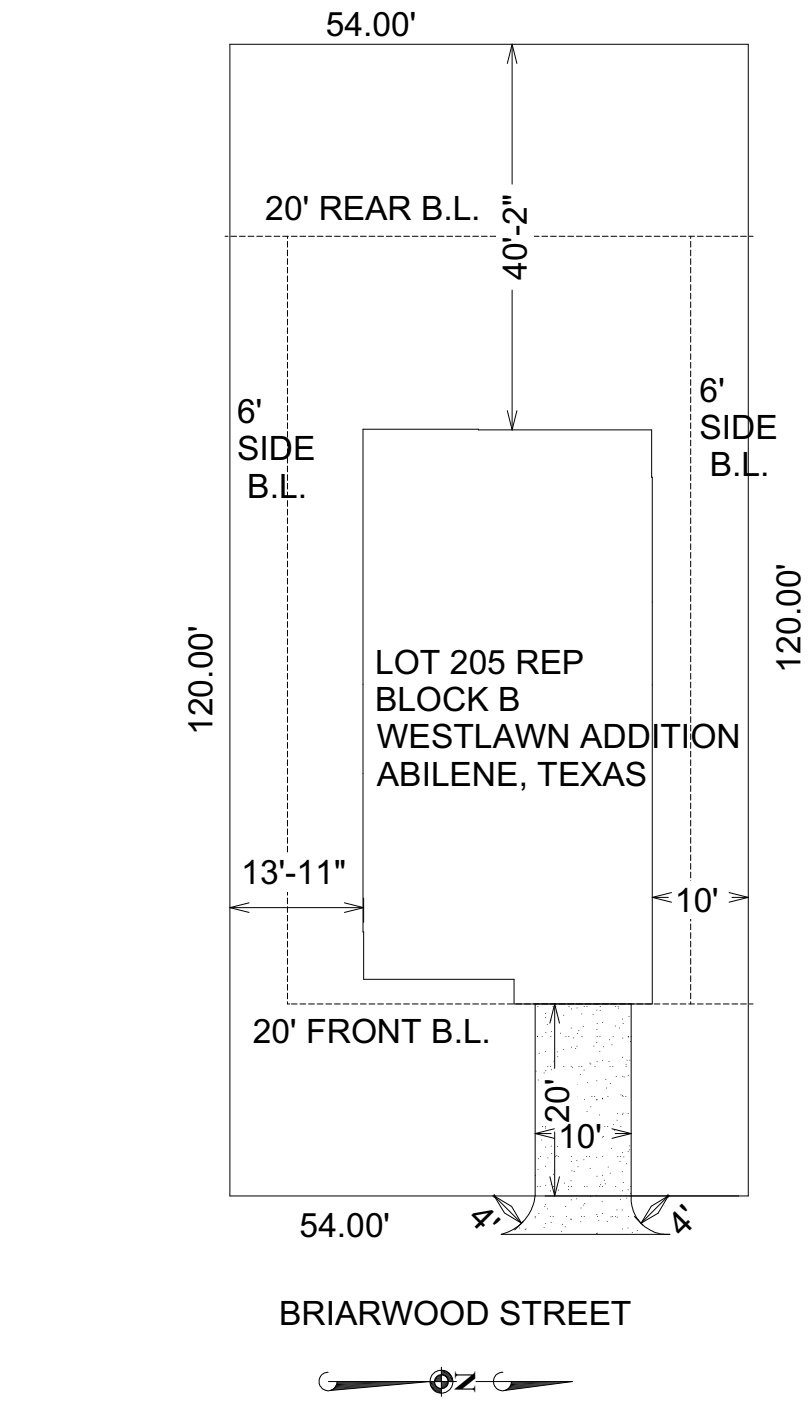
WINDOW SCHEDULE					
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W04	1	3050	84"	TEMPERED	SINGLE HUNG

NOTES:

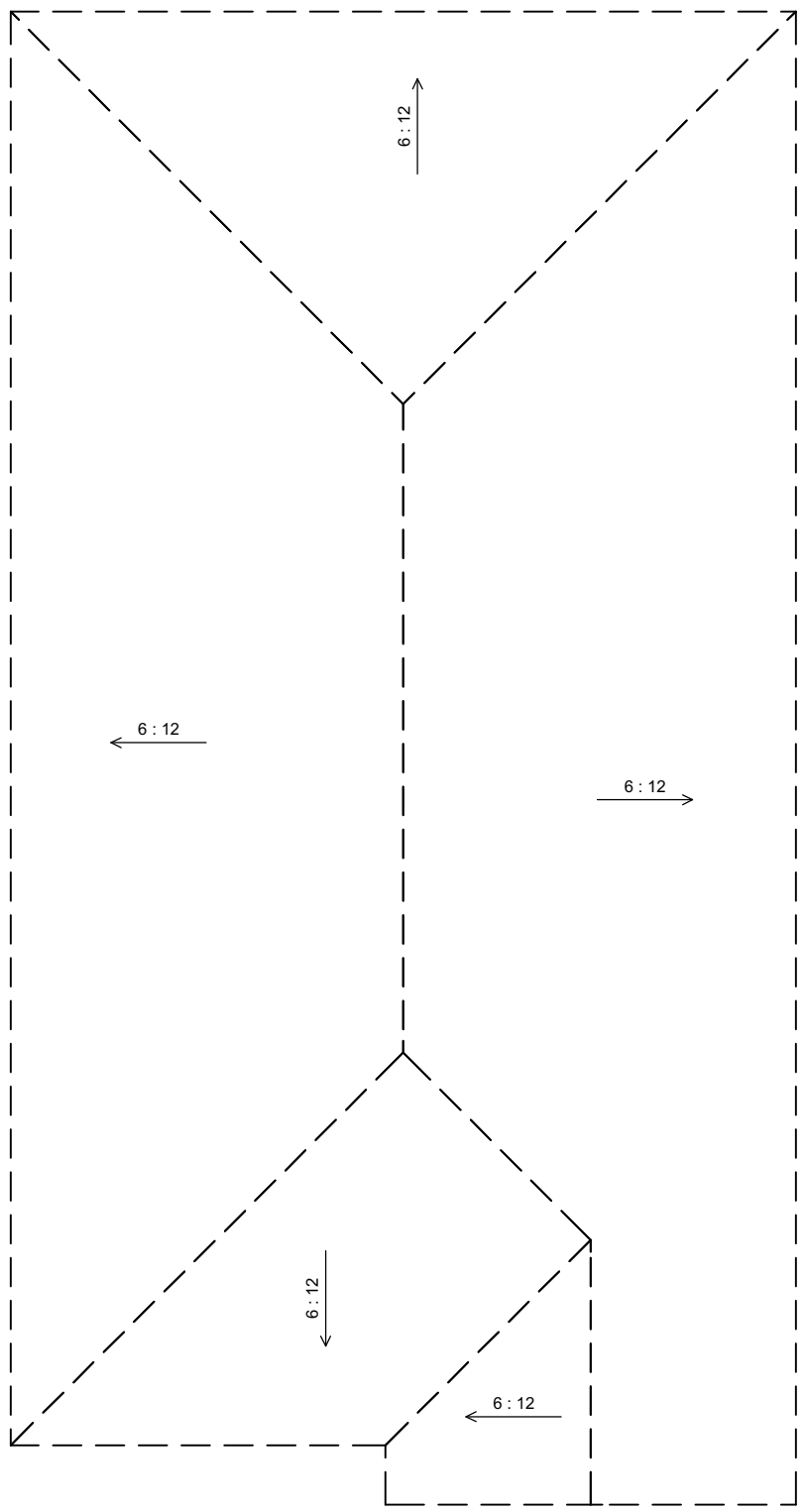
- ALL 8' PLATES.
- HVAC IN ATTIC.
- VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
- STUD WALLS DIMENSIONED AT 3-1/2".

LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753

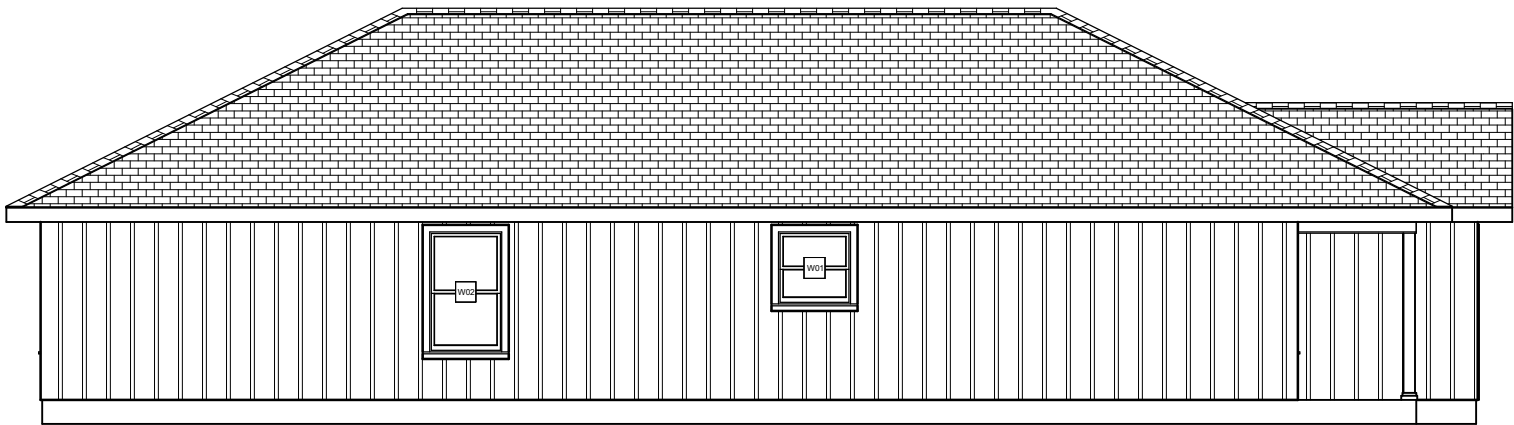
FLOOR PLAN 1/4 in = 1 ft



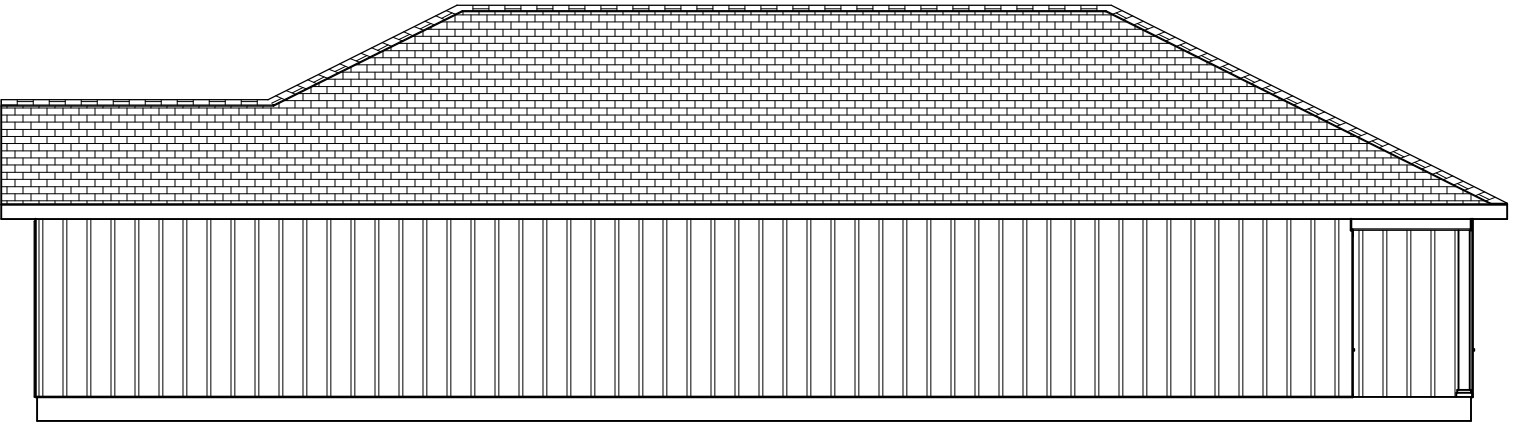
PLOT PLAN 1 in = 20 ft



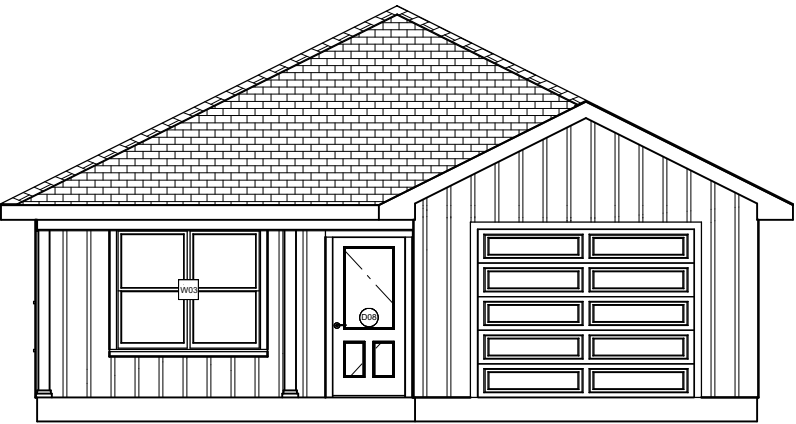
ROOF PLAN 1/8 in = 1 ft



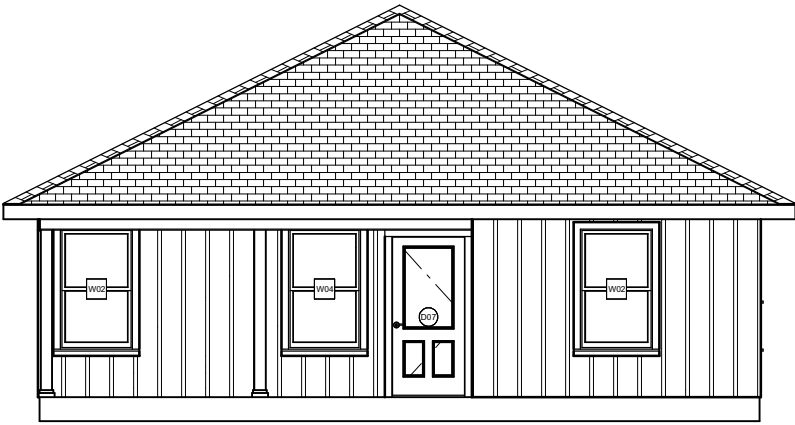
LEFT ELEVATION



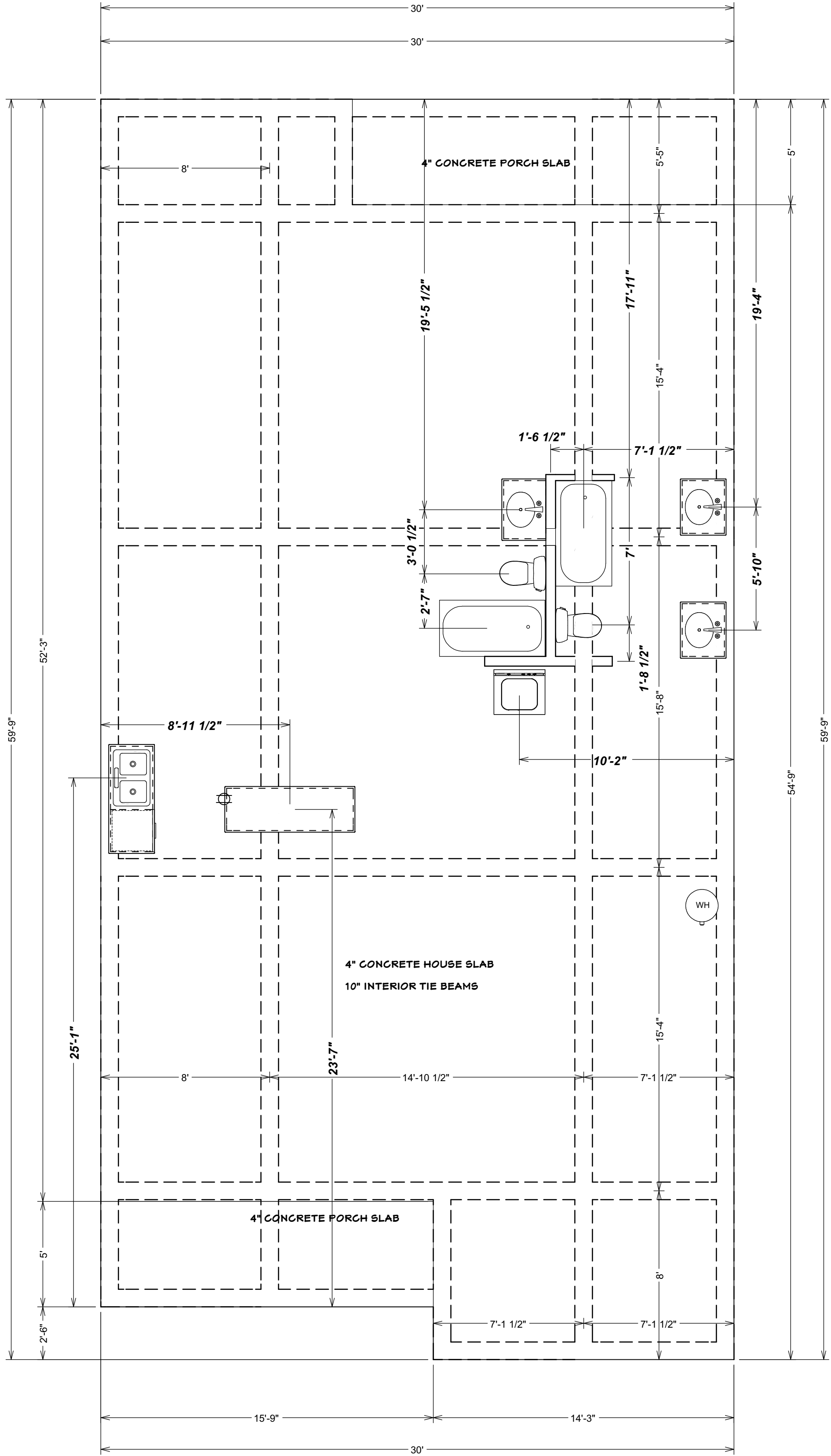
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



1018 BRIARWOOD

THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-25-1270		

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 8th day of January, 2026 ("Effective Date"), by and between Thornton Custom Homes ("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 629 Washington 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

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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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- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
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II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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III. TERM

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

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- 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

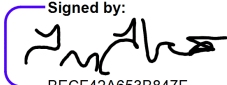
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  Signed by:
BECF42A663B847F ...

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

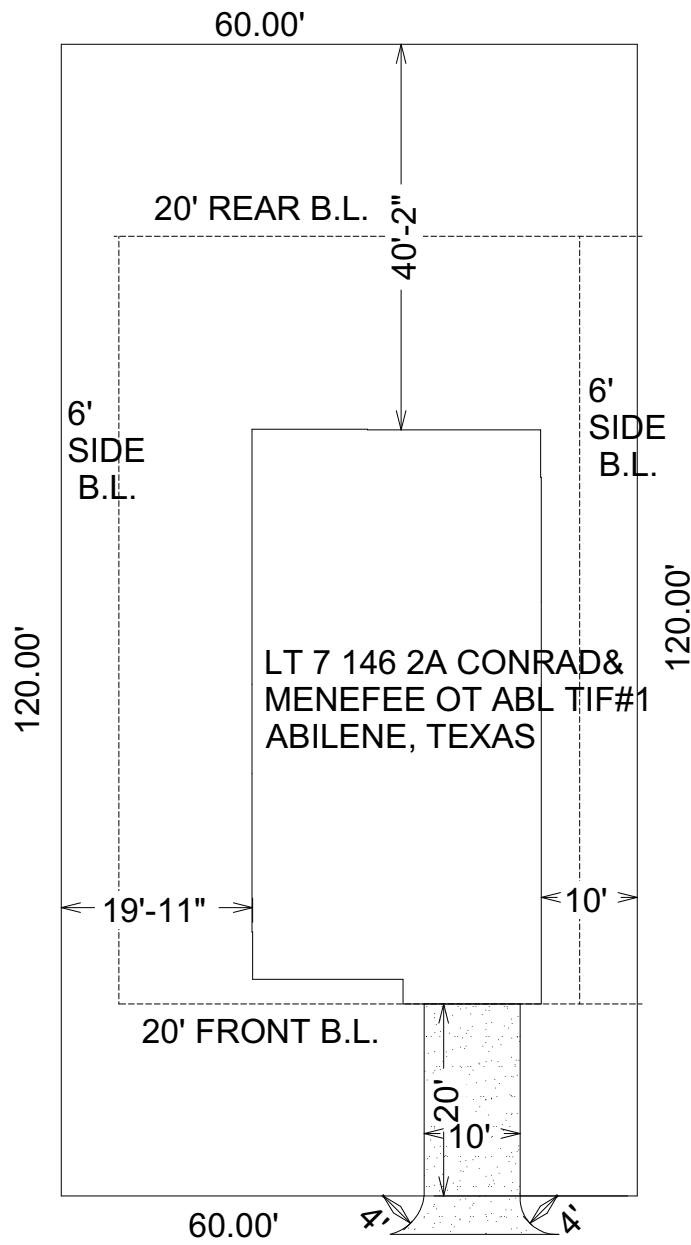
See attachment - building plans

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"	TEMPERED	SINGLE HUNG

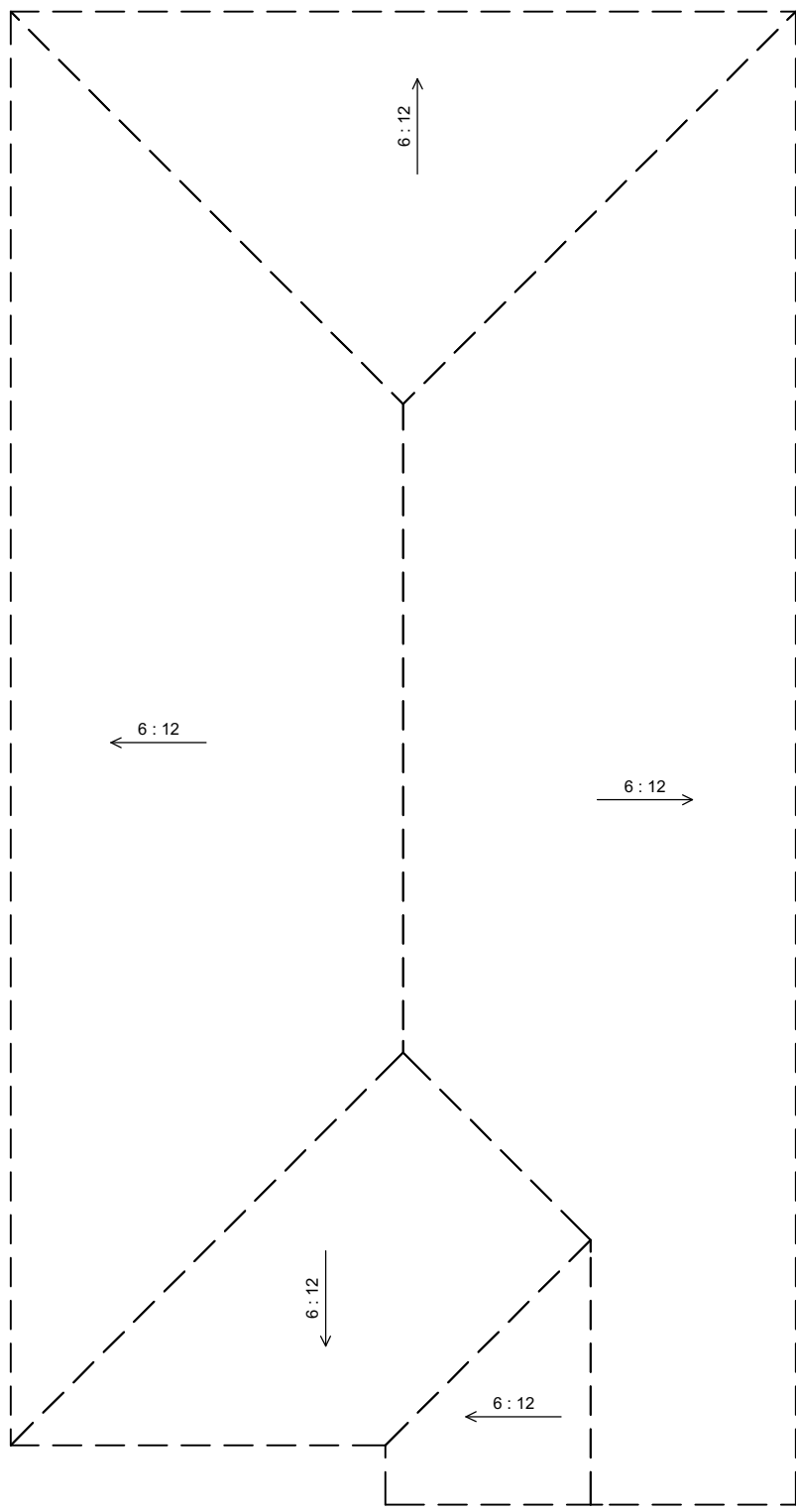
1. ALL 8' PLATES.
2. HVAC IN ATTIC.
3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
4. STUD WALLS DIMENSIONED AT 3-1/2".

LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753

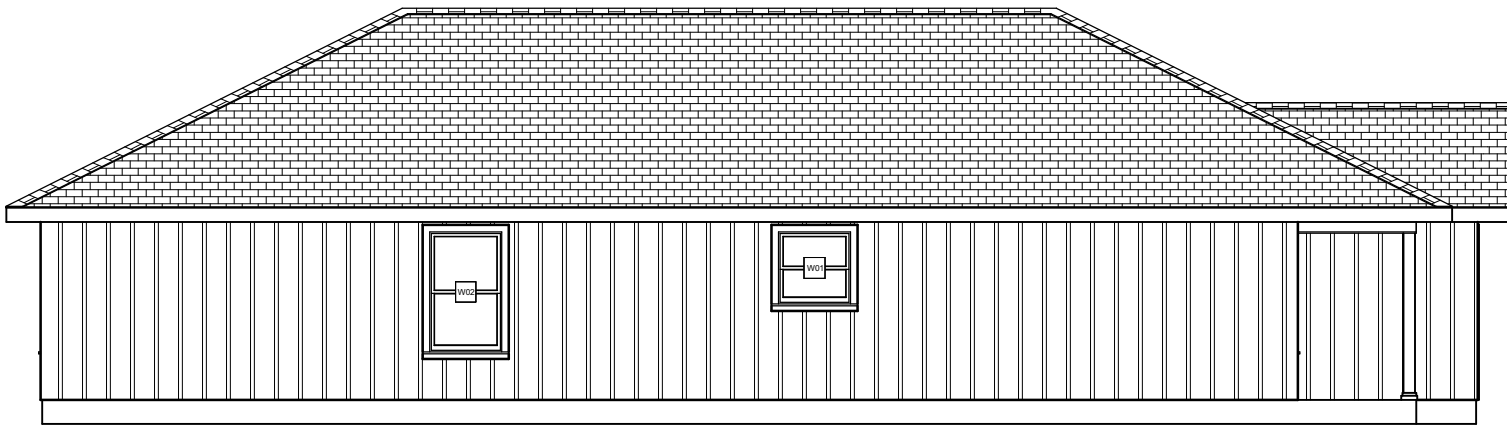
FLOOR PLAN 1/4 in = 1 ft



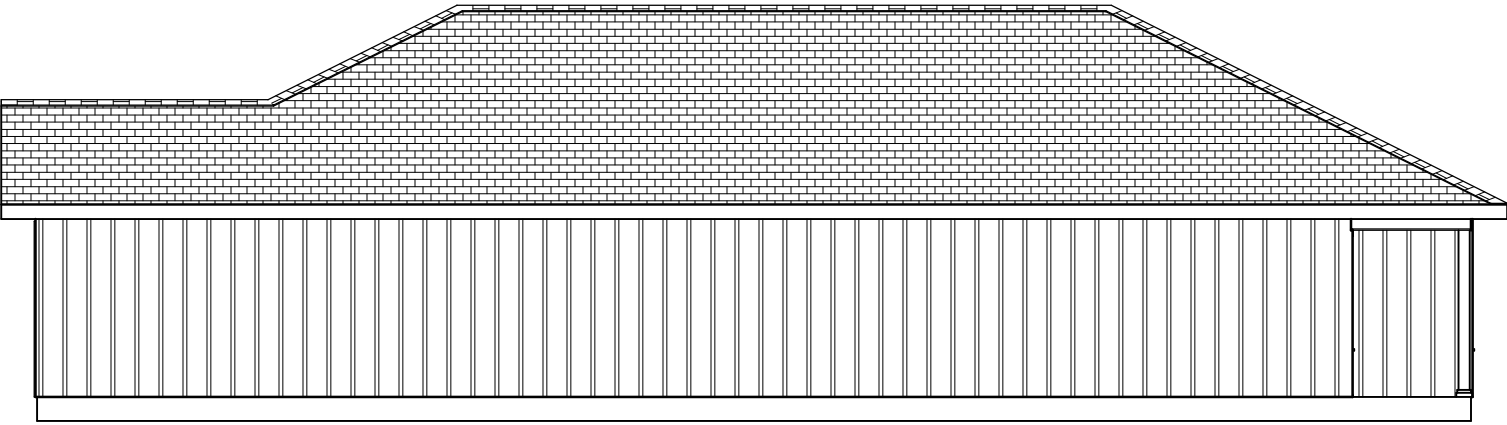
PLOT PLAN 1 in = 20 ft



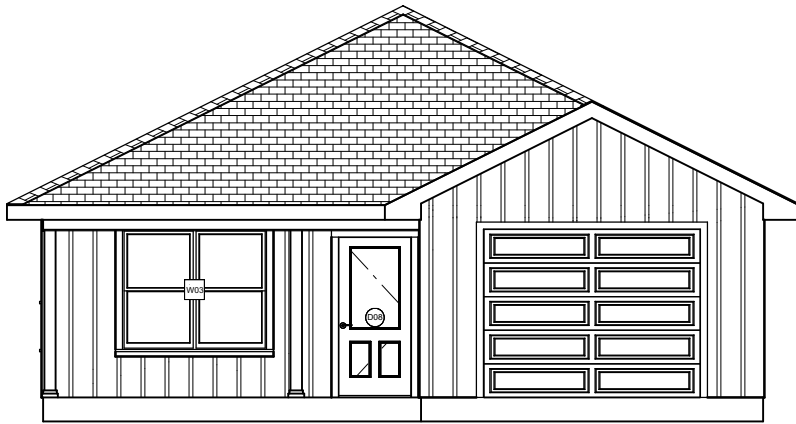
ROOF PLAN 1/8 in = 1 ft



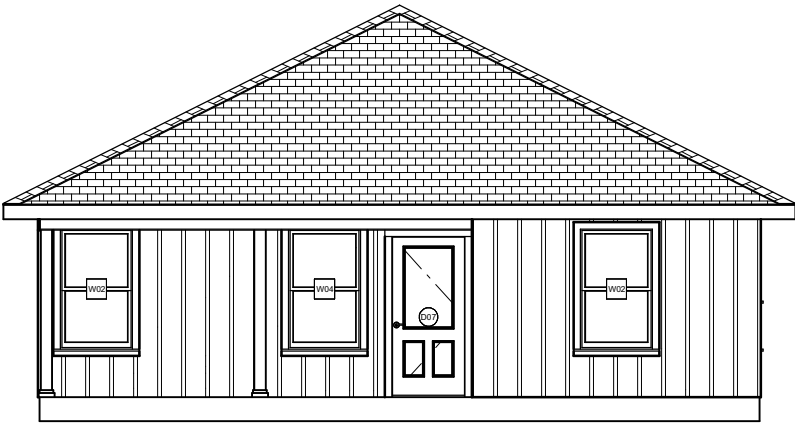
LEFT ELEVATION



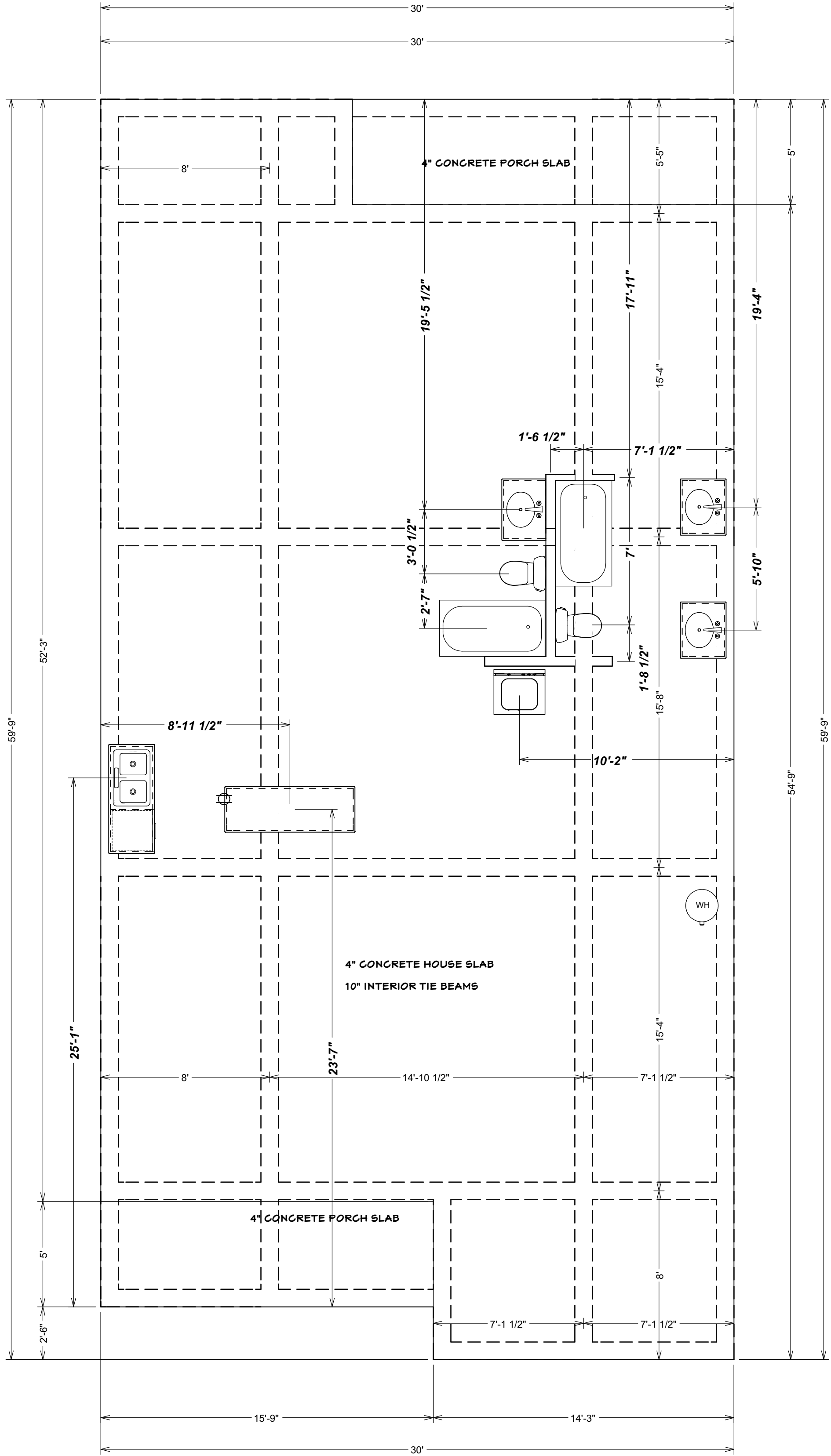
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



629 WASHINGTON

THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-25-1270	

City Council Meeting

Economic Development Agreement





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at **1842 N 10TH St, 5301 N 10TH St, 1018 BRIARWOOD St., 1217 MESQUITE St., 1234 BEECH St., 2925 SIMMONS AV., 629 WASHINGTON St.** Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director
ITEM: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2613 to Justice Construction for the Brush Center Building Project (Lesli Andrews)

GENERAL INFORMATION

This project is intended to provide the public and staff with a dedicated long-term facility. Currently, the public and staff are using a shed and port-a-potties at the Abilene Brush Center. There is not a place to wash hands. The new proposed restrooms provide relief and an opportunity for the public and staff to wash their hands after depositing brush or other eligible refuse to the site. The building will also provide a break area/office location for staff.

The bid includes an "Owners's Allowance" in the amount of \$50,000 for work directed in writing by the City. The owner's allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required. Owner's allowance not used will be returned to the Solid Waste Fund.

FUNDING/FISCAL IMPACT

The Brush Center construction cost is \$472,000. The City Council approved \$300,000 in the Revised FY25 budget as a Minor Improvement Project funded by Solid Waste Funds. The Jacob Martin design contract was \$36,000, leaving \$264,000 for construction. The additional \$208,000 will come from the FY26 Solid Waste Fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the contract for \$472,000 to Justice Construction.

ATTACHMENTS:

1. 26_1_8 Resolution Justice Construction Brush Center
2. Bid Summary - Abilene Brush Center
3. 26_1_8 Justice Construction Brush Center Contract
4. Original buildings
5. Port a potty
6. 26_1_8 Presentation Justice Construction Brush Center Restroom

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 AWARD BID #CB-2613 TO JUSTICE CONSTRUCTION, INC. AND ENTER INTO A CONTRACT WITH JUSTICE CONSTRUCTION, INC.

WHEREAS, the Abilene Brush Center facility is intended to provide the public with a dedicated long-term facility; and

WHEREAS, no public restroom or facilities exist at the current Abilene Brush Center; and

WHEREAS, the new proposed facility will have restrooms to support relief and an opportunity for the public to wash their hands after depositing brush or other eligible refuse to the site as well as a staff location; and

WHEREAS, the City went out to bid and received five (5) responses on December 4, 2025; and

WHEREAS, the City completed evaluations of all proposals and determined that Justice Construction, Inc. was the best value; and

WHEREAS, the contract is for \$472,000 to be paid from the Solid Waste Funds.

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

Part 1: The City Manager is hereby authorized to Award Bid #CB-2613 to Justice Construction, Inc. and enter into a contract with Justice Construction, Inc. for the Brush Center Building Project.

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

ADOPTED this 8th day of January 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BID SUMMARY SHEET
WILL DUNCAN, AIA NCARB
CITY OF ABILENE - BRUSH CENTER
JM PROJECT #25274 / ABILENE #CB-2613
BID DATE: DECEMBER 4, 2025
ENGINEER: JACOB & MARTIN, LLC

	CONTRACTOR	TOTAL BASE PROPOSAL	PROPOSED NUMBER OF DAYS FOR COMPLETION
1	Justice Construction Inc.	\$ 472,000.00	180 DAYS
2	Finco Services	\$ 515,000.00	270 DAYS
3	Thomas Hicks Construction, Inc.	\$ 521,500.00	180-210 DAYS
4	The Crowe Group, Inc.	\$ 530,000.00	210 DAYS
5	Southwind Group, Inc.	\$ 544,800.00	150 DAYS

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 8th day of January, 2026, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Justice Construction, Inc. 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. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Brush Center.

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 \$ 472,000.00.

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:

Justice Construction, Inc.

Signature

Business Address: 1226 S. US Hwy 83

Abilene, TX 79602

Business Phone No. 325-695-0427

Federal Tax I.D. # _____

Name – Typed or Printed

Steve P. Justice

Title – Typed or Printed

Owner/President

ATTEST: (If Corporation)

Signature

Corporate Seal
(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal





Contract Justice Construction Abilene Brush Center Project





General Information:

- Request to Award Bid #CB-2613 to Justice Construction and enter into a contract with Justice Construction, Inc. for the Brush Center Building Project.
- The project offers a long term dedicated facility that includes a restroom to provide relief and an opportunity for the public to wash their hands after depositing brush or other eligible refuse to the site.
- The City went out to bid and received five (5) responses on December 4, 2025.
- The City completed evaluations of all proposals and determined that Justice Construction, Inc. was the low bid.
- The contract is for \$472,000 to be paid from Solid Waste Fund.





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director
ITEM: **6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action Amending Article V - Community Support Policies of the City Council's Governing Principles, Rules of Procedure, and Council Policies (Lesli Andrews)**

GENERAL INFORMATION

In September of 2016, the City Council approved a Community Sponsored Special Events list which was then amended 05-2021 (Article V - Community Support Policies) and again 52-2023 (Article V - Community Support Policies). There is a need to review the City Council approved list of Community Supported Special Events for changes that need to be made.

52-2023 Article V - Community Support Policies has 32+ approved events where 12 different fees could possibly be waived or City supported.

Items include:

Permit Fees waived

Venue rental fees waived

Event specific Police and Fire Services provided free of charge

Port-a-lets

Solid waste service

Temporary outdoor lighting

Electrical generation

Traffic control/barricades

Street sweeping

Promotion and Advertising

City labor authorized by the City Manager

Abilene Convention Center

52-2023 City sponsored parades are:

Christmas Lights Parade

CALF Festival Parade

Veterans Day Parade

Western Heritage Parade

West Texas Fair & Rodeo Parade

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff is recommending adding two fee categories and deleting two fee categories:

Vendor fees are waived - add

Bleachers - add

Temporary outdoor lighting - delete

Electrical generation - delete

Staff is recommending the following changes to approved list:

Events Added:

Christmas Tree Lighting City Event

Cinco de Mayo Parade and Festival

MPO Motorcycle & Bicycle Events

Events Changed:

Airfest moved under Dyess AFB Special Events

Christmas Lights Parade now a City Event

Neighborhood Cleanups – Keep Abilene Beautiful

Veterans Day Parade & Festival – & Festival added

Events Deleted:

Barrio Sancudo Reunion - no longer takes place

Cruise Night sponsored by Crime Stoppers- no longer takes place

Freedom Festival - no longer takes place

Staff is requesting direction from the City Council on the approved Community Supported Special Events.

ATTACHMENTS:

1. 2026 Resolution Amend Article V Community Support Policies
2. Article 5 - Community Support Policy RED LINE
3. Exhibit A Article 5 - Community Support Policy FINAL
4. 2026 Presentation Council Approved Special Events

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, AMENDING
ARTICLE V, “COMMUNITY SUPPORT POLICIES,” OF THE CITY COUNCIL’S
GOVERNING PRINCIPLES, RULES OF PROCEDURE, AND COUNCIL POLICIES**

WHEREAS, on January 14, 2021, by Resolution 05-2021, the City Council adopted its Governing Principles, Rules of Procedure, and Council Polices: and

WHEREAS, on March 9, 2023, by Resolution 52-2023, the City Council amended Article V of its Governing Principles, Rules of Procedure, and Council Polices: and

WHEREAS, Article V, Community Support Policies, provides a list of City Sponsored Events which receive financial or in-kind benefits from the City of Abilene; and

WHEREAS, since the adoption of Resolution 52-2023, the number and types of events have changed, therefore facilitating a request by City Council to review and update the City Sponsored Events which receive financial or in-kind benefits from the City of Abilene; and

WHEREAS, the City Council has reviewed its prior established list of City Sponsored Events and desires to amend that list.

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

Part 1. That Article V, “Community Support Polices” of the City Council’s Governing Principles. Rules of Procedures, and Council Policies, is amended as set forth in the attached Exhibit A.

Part 2. That this Resolution is effective immediately upon adoption.

ADOPTED AND APPROVED this 8th day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Article V - Community Support Policies

5.1 City Sponsored Events (Council Policy Statement 2016-003 - adopted 09/22/2016, Amended by Resolution 05-2021, Amended by Resolution 52-2023)

5.1.1 Purpose

The purpose of this policy is to identify which special events will receive financial or in-kind benefits from the City of Abilene.

5.1.2 Policy and Procedure

(a) The following special events are of a character or nature that benefits the entire community, provides substantial economic impact or are of a significant cultural importance to warrant financial or in-kind benefits:

SPONSORED EVENT	SPONSORSHIP TYPES	SPONSORED EVENT	SPONSORSHIP TYPES
Abilene Chamber Events	1, 2, <u>3, 4</u> , 5	High School Rodeo	5
Airfest (Moved under Dyess events)	11	Juneteenth Banquet	1, 12
Artwalk (4 events)	1, 2, 3, 4, 5, 6	Juneteenth (all events Stevenson Park & Rose Senior Center)	1, 2, 3, 4, 5, 6, <u>7</u>
Business Expo	1, 12	LULAC Tournament	1, 2, 5
Barrio Sancudo Reunion (No longer takes place)	1, 2, 4, 5, 6, 7	MLK Banquet	1, 12
Business Mercado	1, 12	MLK March and Procession	1, <u>2, 3, 4</u>
CALF Festival	<u>1, 2, 3, 4, 5, 6, 7</u> , 11, 12	<u>MPO Motorcycle & Bicycle Events</u>	<u>1, 4</u>

Christmas Lights Parade (<u>City Event</u>)	1, <u>4</u> , 5, <u>6</u> , <u>7</u> , <u>10</u> , <u>11</u>	Neighborhood Cleanups (<u>Keep Abilene Beautiful</u>)	<u>1</u> , <u>2</u> , 5, <u>97</u> , 10, 11
<u>Christmas Tree Lighting (City Event)</u>	<u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>10</u> , <u>11</u>	NCCIL Events	1, 5, <u>8-6</u>
<u>Cinco de Mayo Parade & Festival</u>	<u>1</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u>	Special Olympics	1, 2, <u>34</u> , 11
Claudie Royals Day	1, 12	Texas Mission of Mercy	1, <u>34</u> , 12
Cruise Night (No longer takes place)	<u>5</u>	United Way Events	1, 2, <u>3</u> , 5, <u>86</u> , 11
Cultural Affairs - 2 events	1-11 <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>10</u> , <u>11</u>	Veterans Day Parade & Festival	1, <u>34</u> , 5, <u>8</u> , <u>96</u> , <u>7</u>
Dyess AFB Special Events	1, 2, <u>34</u> , <u>11</u>	West Texas Fair	5, <u>97</u>
Friends of the Public Library Book Sale	1, 12	West Texas Fair Parade	1, 5, <u>8</u> , <u>96</u> , <u>7</u>
Freedom Festival (No longer takes place)	<u>8</u>	Western Heritage Classic Parade	1, 5, <u>8</u> , <u>96</u> , <u>7</u>
HEB Feast of Sharing	1, <u>34</u> , 5, 12	Western Heritage Classic Rodeo	1, 2, <u>5</u> , <u>9</u> , <u>7</u>
		World's Largest BBQ	1, 5 12

(b) The City of Abilene offers the following sponsorship types:

1. Permit fees are waived
2. Venue rental fees are waived
- 2-3. Vendor fees are waived
- 3-4. Event specific Police and Fire services are provided free of charge
- ~~4.~~ ~~Port-a-lets~~
5. Solid waste services
- ~~6.~~ ~~Temporary outdoor lighting~~

~~7. Electrical generation~~

~~8.6.~~ Traffic Control/Barricades

~~7.~~ Street Sweeping

~~8.~~ Port-a-lets

~~9.~~ Bleachers

10. Promotion and Advertising

11. City labor as authorized by the City Manager

12. Abilene Convention Center

(c) The City Manager is authorized to approve free or reduced cost solid waste services to neighborhood associations to assist with City coordinated neighborhood cleanups.

(d) Nothing in this policy limits or otherwise prohibits the City Manager from denying a request for event sponsorship. If in the opinion of the City Manager, an event listed on this sponsorship list is making an unreasonable request of City resources, the City Manager may deny that request. Any denial by the City Manager may be appealed to the City Council, if written notice of appeal is submitted to the City Manager at least 30 days prior to the event.

(e) The City Manager is authorized to extend city sponsorship types to new special events upon the written request of the event organizer. Said requests must be submitted at least 90 days prior to the event. The City Manager shall accept or reject the request in writing within 30 days of receiving the written request from the event organizer. Any denial by the City Manager may be appealed to the City Council if written notice of appeal is submitted to the City Manager at least 30 days ~~to~~before the event.

Article V - Community Support Policies

5.1 City Sponsored Events (Council Policy Statement 2016-003 - adopted 09/22/2016, Amended by Resolution 05-2021, Amended by Resolution 52-2023)

5.1.1 Purpose

The purpose of this policy is to identify which special events will receive financial or in-kind benefits from the City of Abilene.

5.1.2 Policy and Procedure

(a) The following special events are of a character or nature that benefits the entire community, provides substantial economic impact or are of a significant cultural importance to warrant financial or in-kind benefits:

SPONSORED EVENT	SPONSORSHIP TYPES	SPONSORED EVENT	SPONSORSHIP TYPES
Abilene Chamber Events	1, 2, 3, 4, 5	Juneteenth (Stevenson Park & Rose Senior Center)	1, 2, 3, 4, 5, 6,
Artwalk (4 events)	1, 2, 3, 4, 5, 6	LULAC Tournament	1, 2, 5
Business Expo	1, 12	MLK Banquet	1, 12
Business Mercado	1, 12	MLK March and Procession	1, 4
CALF Festival	1, 2, 3, 4, 5, 6, 7	MPO Motorcycle & Bicycle Events	1, 4
Christmas Lights Parade (City Event)	1, 4, 5, 6, 7, 10, 11	Neighborhood Cleanups (Keep Abilene Beautiful)	1, 2, 5, 7, 10, 11
Christmas Tree Lighting (City Event)	1, 2, 3, 4, 5, 6, 10, 11	NCCIL Events	1, 5, 6
Cinco de Mayo Parade & Festival	1, 4, 5, 6, 7	Special Olympics	1, 2, 4, 11

Claudie Royals Day	1, 12	Texas Mission of Mercy	1, 4, 12
Cultural Affairs - 2 events	1, 2, 3, 4, 5, 6, 7, 10, 11	United Way Events	1, 2, 3, 5, 6, 11
Dyess AFB Special Events	1, 2, 4, 11	Veterans Day Parade & Festival	1, 4, 5, 6, 7
Friends of the Public Library Book Sale	1, 12	West Texas Fair	5, 7
HEB Feast of Sharing	1, 4, 5, 12	West Texas Fair Parade	1, 5, 6, 7
High School Rodeo	5	Western Heritage Classic Parade	1, 5, 6, 7
Juneteenth Banquet	1, 12	Western Heritage Classic Rodeo	1, 2, 5, , 7
		World's Largest BBQ	1, 5 12

(b) The City of Abilene offers the following sponsorship types:

1. Permit fees are waived
2. Venue rental fees are waived
3. Vendor fees are waived
4. Event specific Police and Fire services are provided free of charge
5. Solid waste services
6. Traffic Control/Barricades
7. Street Sweeping
8. Port-a-lets
9. Bleachers
10. Promotion and Advertising
11. City labor as authorized by the City Manager
12. Abilene Convention Center

(c) The City Manager is authorized to approve free or reduced cost solid waste services to neighborhood associations to assist with City coordinated neighborhood cleanups.

(d) Nothing in this policy limits or otherwise prohibits the City Manager from denying a request for event sponsorship. If in the opinion of the City Manager, an event listed on this sponsorship list is making an unreasonable request of City resources, the City Manager may deny that request. Any denial by the City Manager may be appealed to the City Council, if written notice of appeal is submitted to the City Manager at least 30 days prior to the event.

(e) The City Manager is authorized to extend city sponsorship types to new special events upon the written request of the event organizer. Said requests must be submitted at least 90 days prior to the event. The City Manager shall accept or reject the request in writing within 30 days of receiving the written request from the event organizer. Any denial by the City Manager may be appealed to the City Council if written notice of appeal is submitted to the City Manager at least 30 days before the event.

Resolution: Council Approved Special Events

January 8, 2026

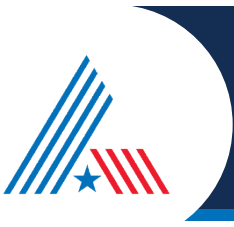




General Information:

- In March of 2023 the City Council amended 52-2023 (Article V - Community Support Policies).
- Since the adoption of Resolution 52-2023, the number and types of events have changed, therefore facilitating a request by City Council to review and update the City Sponsored Events which receive financial or in-kind benefits from the City of Abilene





Potential Fees Waived:

Permit Fees waived

Venue rental fees waived

Vendor fees are waived - **added**

Event specific Police and Fire Services
provided free of charge

Solid waste service

Traffic control/barricades

Deleted:

Temporary outdoor lighting

Electrical generation

Street sweeping

Port-a-lets

Bleachers - **added**

Promotion and Advertising

City labor authorized by the City Manager

Abilene Convention Center





6 City sponsored parades:

Christmas Lights Parade

CALF Festival Parade

Cinco de Mayo Parade & Festival - added

Veterans Day Parade & Festival

Western Heritage Parade

West Texas Fair Parade





City Council Community Supported Special Events:

Events Added:

Christmas Tree Lighting City Event
Cinco de Mayo Parade and Festival
MPO Motorcycle & Bicycle Events

Events Changed:

Airfest moved under Dyess AFB Special Events
Christmas Lights Parade now a City Event
Neighborhood Cleanups – Keep Abilene Beautiful
Veterans Day Parade & Festival – and Festival added

Events Deleted:

Barrio Sancudo Reunion no longer takes place
Cruise Night sponsored by Crime Stoppers no longer takes place
Freedom Festival no longer takes place





Questions and Recommendations?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **7. Ordinance (Final Reading) OAM-2025-01: Receive a Report, Hold a Discussion and Public Hearing, 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. OAM-2025-01 Final
2. Ordinance Redline Final
3. Staff Report (17)
4. Vacation Travel Trailer Parks - Section 4.2.11 - redline - draft
5. Presentation (6)

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

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 vehicle spaces, 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. Vehicle parking on private drives shall be prohibited.
 - (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 drive	20 feet
The edge of other interior drive	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.

ORDINANCE NO. _____

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 drive 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 Drives.* Drives serving vacation travel trailer sites shall meet the minimum width requirements of the fire code and land development code and shall be striped as a fire lane. No parking shall be permitted within any private drives or fire lanes.
- (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. Refuse shall 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. Dumping stations shall be located a minimum of two hundred feet (200') from any recreational vehicle sites and three hundred feet (300') away from any residential use.
 - d. 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.

ORDINANCE NO. _____

- (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 opaque 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 shall include directional signage and site numbers clearly marked for emergency services.

END

ORDINANCE NO. _____

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

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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

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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.
- ~~(g) *Section 4.2.11.1(g) Traffic Impact Analysis.* A Traffic Impact Analysis shall be required for any vacation travel trailer park with one hundred (100) spaces or more before the CUP will be considered.~~

Commented [AH1]: Removed. TIA can be added as a condition of approval.

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 vehicle spaces, 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. Vehicle parking on private drives shall be prohibited.
- (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

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*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 drive 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 Drives.* Drives serving vacation travel trailer sites shall meet the minimum width requirements of the fire code and land development code and shall be striped as a fire lane. ~~No parking shall be permitted within any private drives or fire lanes.~~
- (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.

Commented [AH2]: Emphasized no parking within fire lanes or private drives.

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. Refuse shall 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. Dumping stations shall be located a minimum of two hundred feet (200') from any recreational vehicle sites and three hundred feet (300') away from any residential use.
 - d. 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.
 - e. ~~Slop sinks or basins with water supply shall be provided to serve each four units and shall be constructed in accordance with design, size and material approved by the health officer.~~

Commented [AH3]: Removed

- (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.

Commented [AH4]: Font adjusted to match.

- (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:
- Opaque masonry wall with 6 foot minimum height = 15 points.
 - Opaque fence with 6 foot minimum height = 5 points.
 - An existing, continuous opaque fence or wall on the adjacent property = $\frac{1}{2}$ the points of a fence or wall on the subject property.
 - Each additional 5 feet of buffer yard = 5 points (maximum of 15 points).
 - 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.
 - 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 minimum 10-foot-wide landscape area shall be provided along all property lines adjacent to a street.
 - Required trees and shrubs:
 - One tree plus three shrubs are required per 500 square feet of required landscape area, rounded up to the nearest whole tree or shrub.
 - 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 shall include directional signage and site numbers clearly marked for emergency services.

END

ZONING CASE OAM-2025-01 STAFF REPORT

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

DIVISION 11. VACATION TRAVEL TRAILER/RECREATIONAL VEHICLE PARKS

Section 4.2.11.1 Applicability and Approvals Required

- (a) *Applicability.* This division is applicable in the City limits.
 - (b) *Land Use Matrix.* For locations within the City limits, vacation travel trailer parks shall be permitted as outlined in the Land Use Matrix, Chapter 2, Article 5 [Article 4], Division 2.
 - (c) *Site Plan Required.* For locations within the City limits, development of a vacation travel trailer park shall require submittal and approval of a Site Plan depicting the information described in Article 1, Division 1 [Division 2] of this chapter.
 - (d) *Subdivision Required.* Vacation travel trailer parks shall be located on land formally subdivided according to the subdivision regulations within this LDC, specifically within Chapter 3.
 - (e) *Annual Licensing Required.* Vacation travel trailer parks shall be required to meet annual licensing requirements ~~with the Building Inspection Department.~~ Issuance of the required license shall be dependent upon compliance with all applicable health, fire, building, and other City of Abilene Codes and Ordinances to ensure the safe operation of the park. The license shall be conspicuously posted in the park office.
 - (f) *Conformance to Other Codes.* All facilities at vacation travel trailer parks shall conform and comply with City of Abilene health, fire, building and other such codes.
- (Ord. No. 8-2010, pt. 1(Exh. A), 4-22-10; Ord. No. 58-2013, pt. 1(Exh. A), 10-24-13)

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Section 4.2.11.2 Size, Density, Location, Setbacks

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

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

TABLE 4-4: REQUIRED SETBACKS FOR TRAVEL TRAILERS

Element From Which Setback Is Measured	Required Setback
The edge of cul-de-sac streets	20 feet
The edge of other interior streets	15 40 feet
The front property line of the vacation travel trailer park*	25 feet
The rear and side (exterior and interior) property lines of the vacation travel trailer park	15 feet

*Main office is to be included within this required setback.

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

Section 4.2.11.3 Ingress and Egress

- (a) *Public Street.* All vacation travel trailer parks shall be directly linked by an entranceway with a public street.
- (b) *Width and Radius.* The entranceway shall be at least ~~thirty-six feet (36')~~ forty feet (40') in pavement width with a twenty-foot (20') curb radius, ~~on collector and arterial streets and fifteen feet (15') on local streets.~~
- (c) *Connection to Construction Standards.* The connection of the entranceway with the public street shall be constructed according to municipal construction standards.
- ~~(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.

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



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





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, asphalt or chip seal.
- Requiring more space for amenities and accessory uses.
- Requiring additional landscape regulations.
- Adding signage regulations for emergency services.





RECOMMENDATION

P&Z Recommendation:
Approval





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **8. Ordinance (Final Reading) Z-2025-42: Receive a Report, Hold a Discussion and Public Hearing, 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? No

UPDATED ON:

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

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

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

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

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

PASSED ON FIRST READING the 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

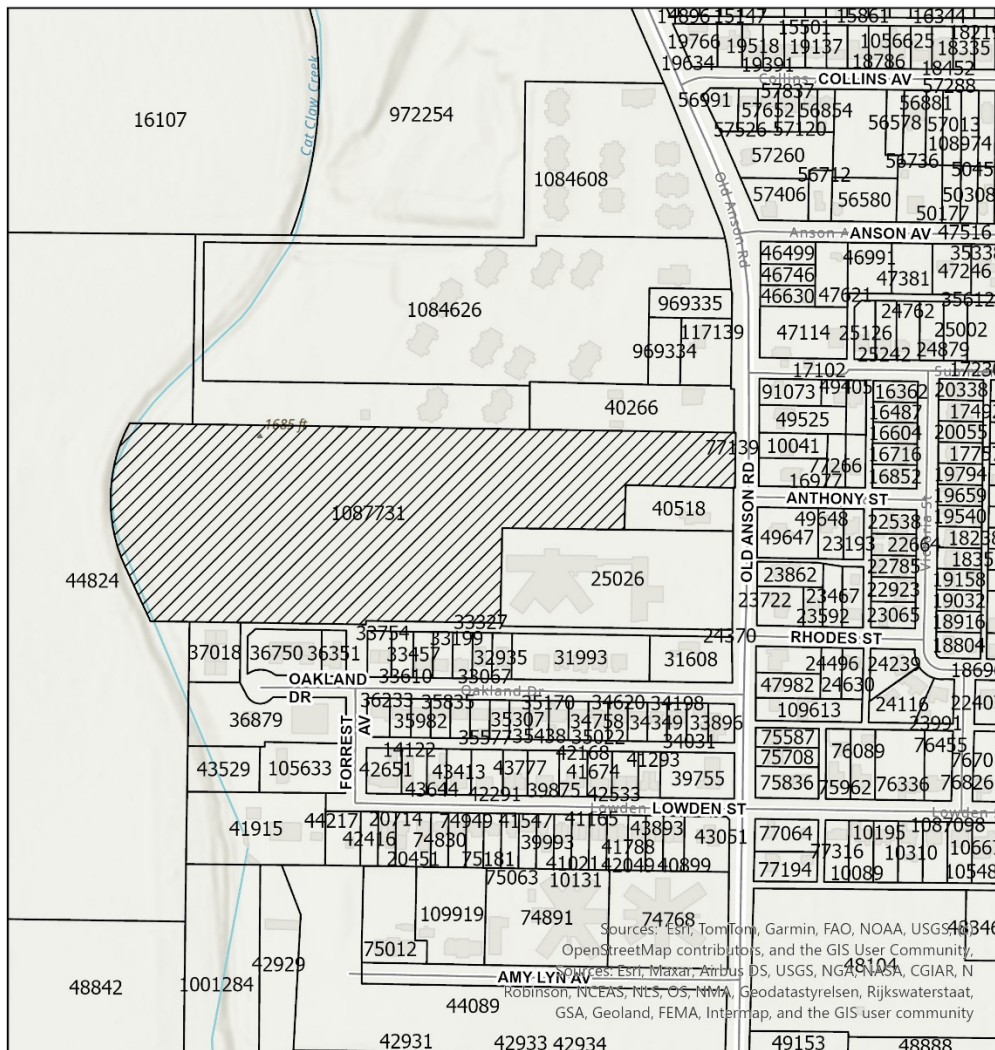
ORDINANCE NO. _____

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



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		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	

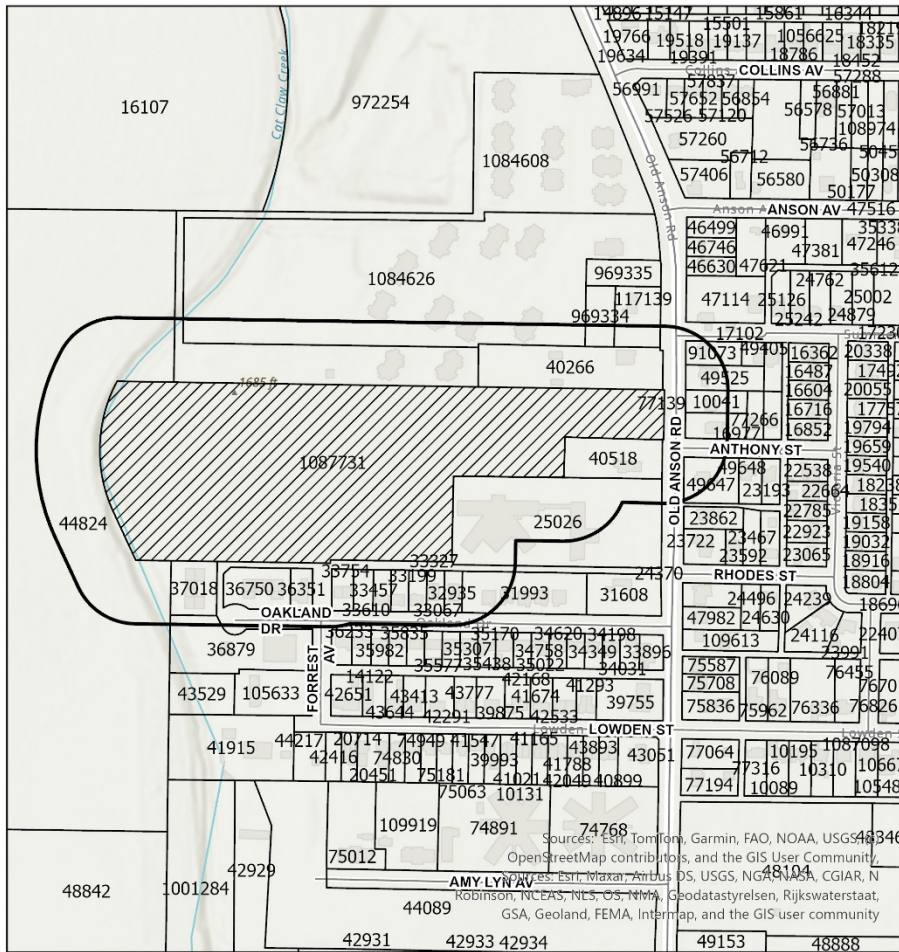
PROPERTY ID

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	
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MCCARTHY JOHN	49525	2817 OLD ANSON RD	
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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



0.1

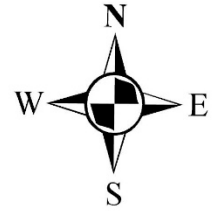
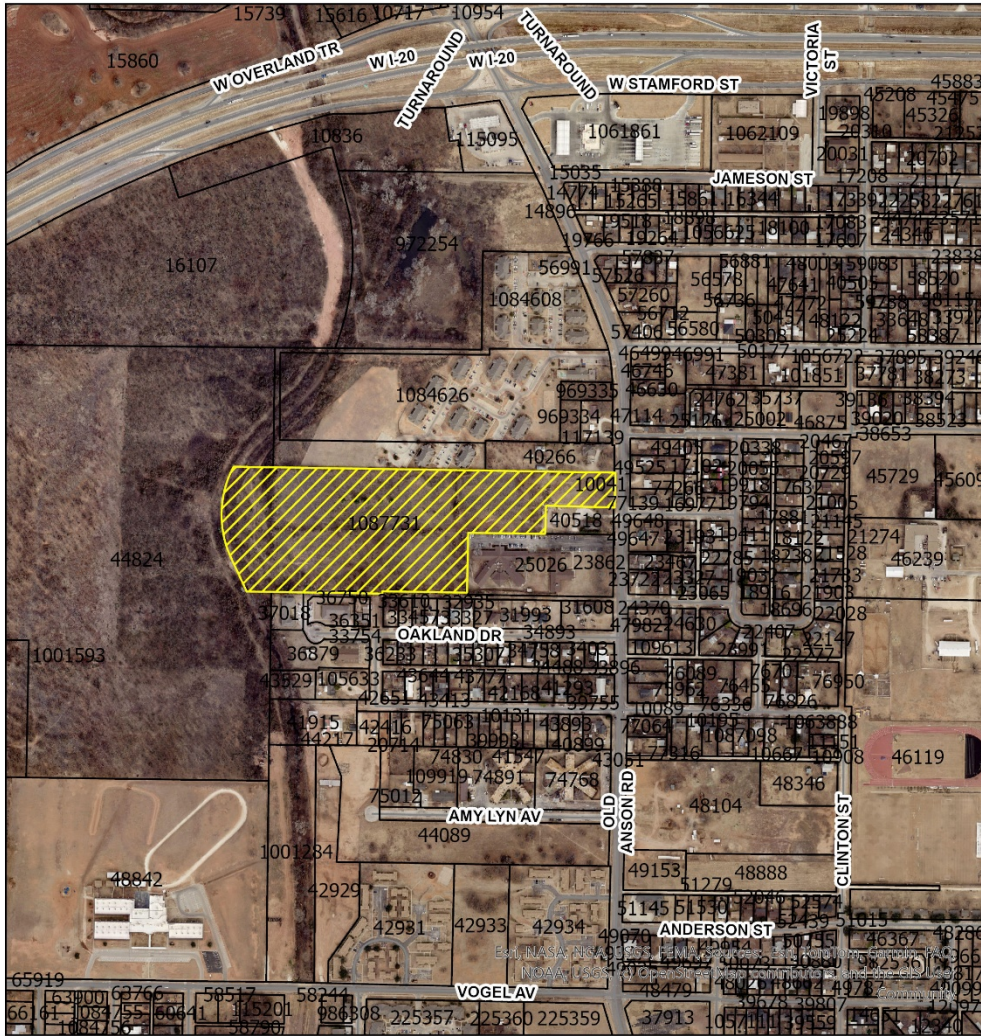
Miles

Z-2025-42

Notification Area

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

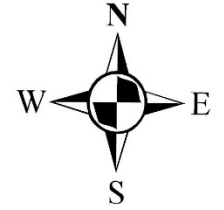
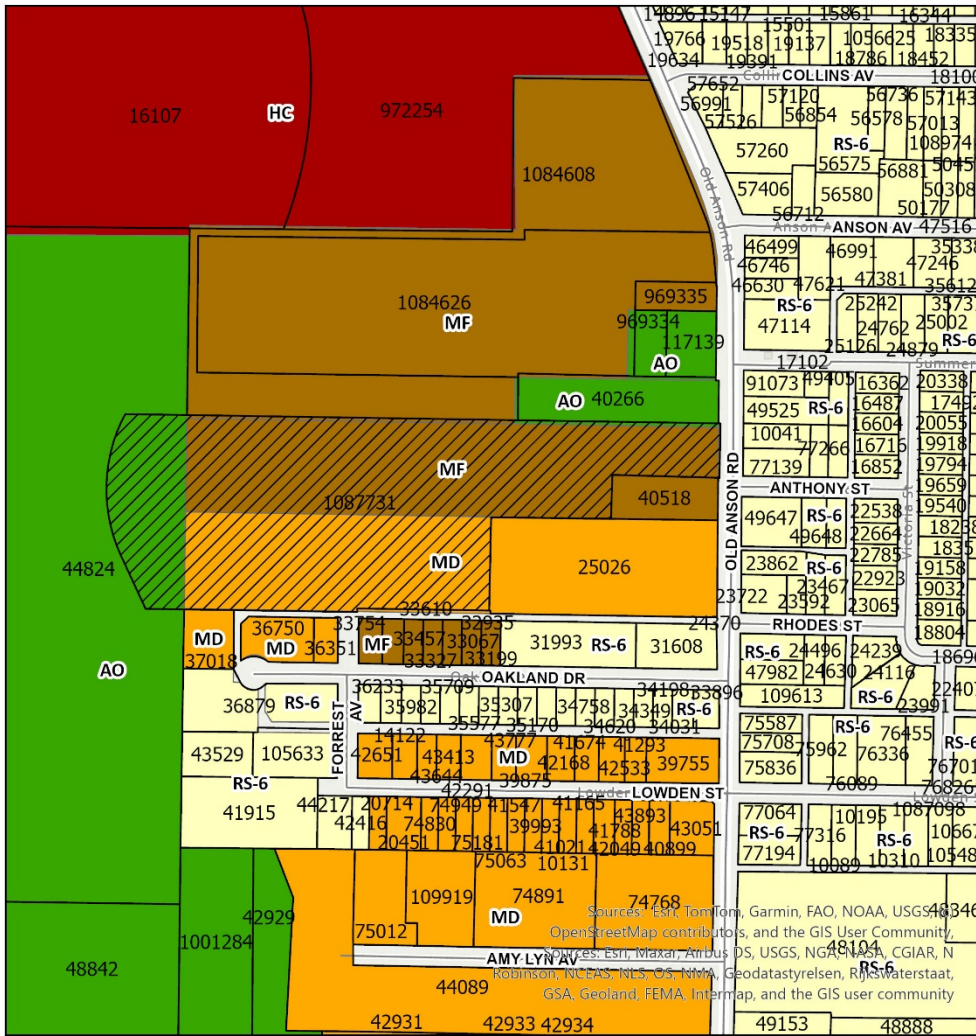
LOCATION MAP



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 Z-2025-42

ZONING MAP



0.1

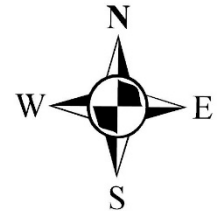
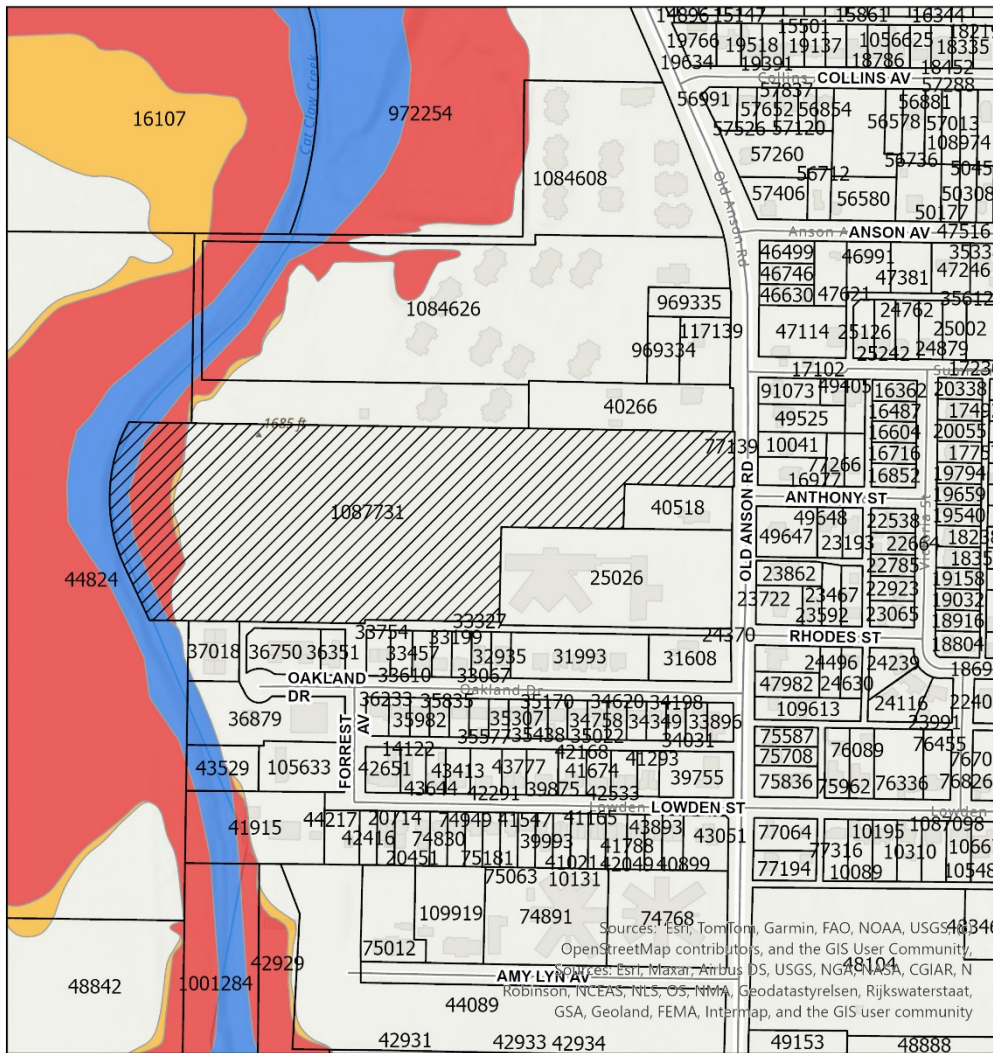
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Z-2025-42

Zoning Districts

- AO
- HC
- MD
- MF
- RS-6

FLOOD MAP



0.1

Miles

 Z-2025-42

FEMA Flood Zones

- | | | |
|---|------------------|------------------|
|  | Floodway | Floodway |
|  | 100 Year 1% | 100 Year 1% |
|  | 100 Year 1% | 100 Year 1% |
|  | 500 Year .2% | 500 Year .2% |
|  | Unstudied A Zone | Unstudied A Zone |

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community.



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.

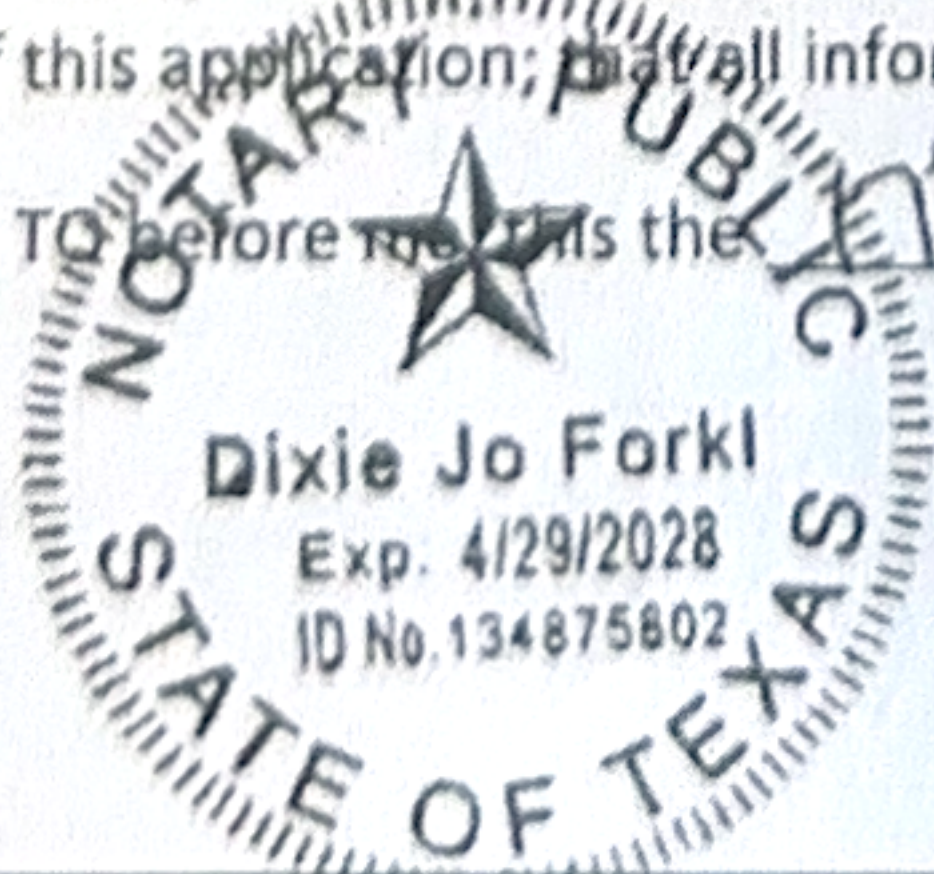
Property Owner's Signature: Ian Gore Date: 10-17-2025

STATE OF: Texas

COUNTY OF: Williamson

BEFORE ME, a Notary Public, on this day personally appeared Ian Gore
(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



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? ☐ 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).

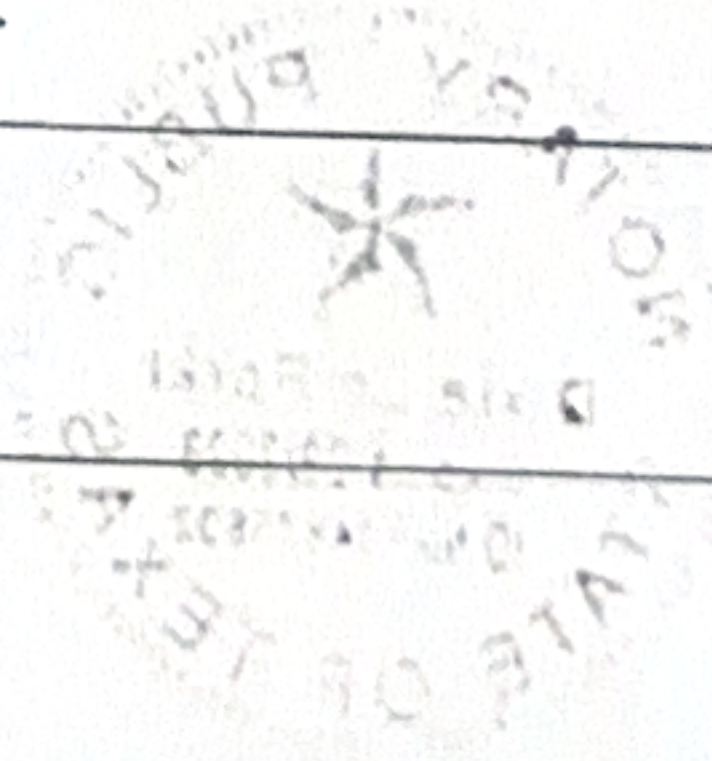
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (print):

Austin Porter

Property Owner ☐ Project Representative ☒

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

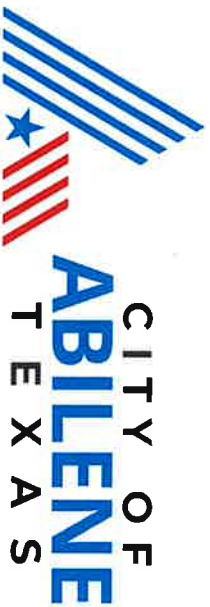
The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

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



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

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.

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 H. Howison & Denise Howison

Over please

Do not City Staff and City Council

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, 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

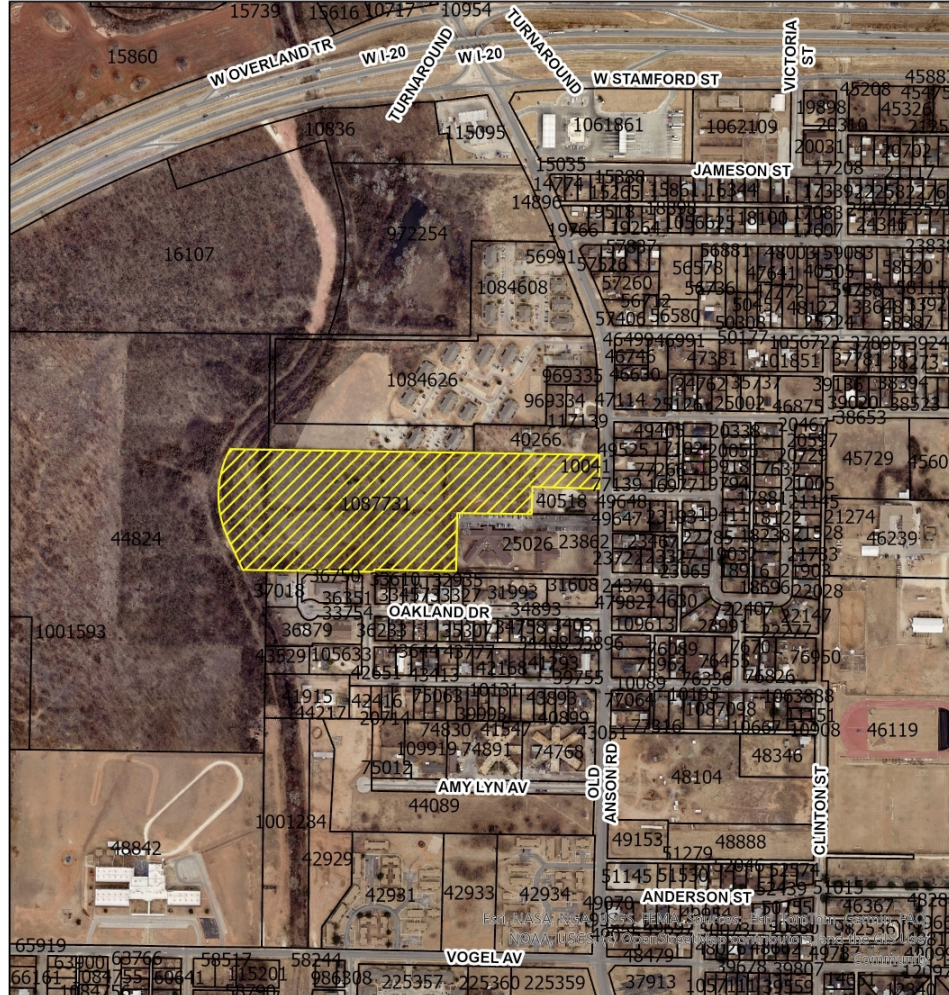
Planning & Zoning: December 2, 2025

Council Hearing: December 18, 2025
January 8, 2026





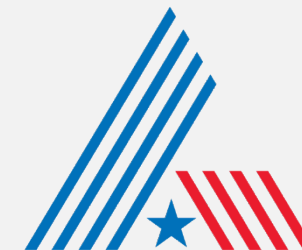
AERIAL LOCATION MAP



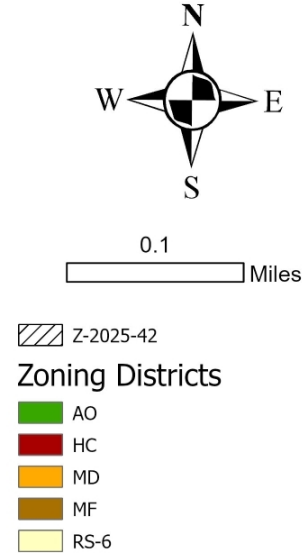
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Miles

 Z-2025-42



CITY OF
ABILENE
TEXAS





PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



SURROUNDING PROPERTY VIEWS





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements
Applicable to Specific Land Uses of the Land Development Code)

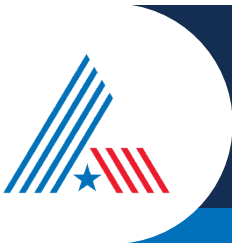
C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

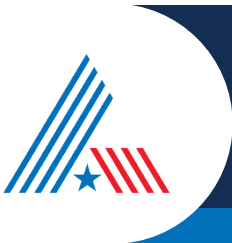
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

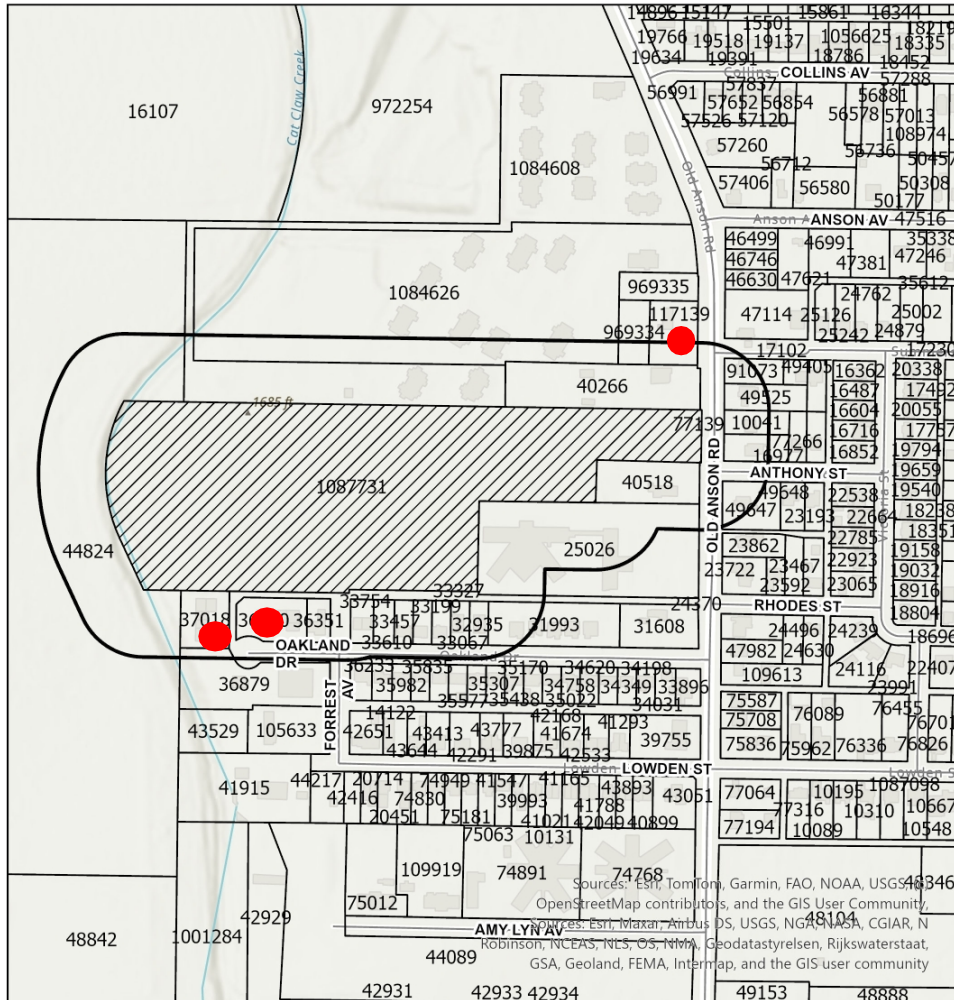
LEGEND

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





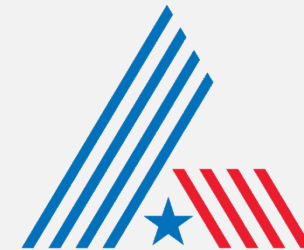
NOTIFICATION AREA MAP



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**





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **9. Ordinance (Final Reading) Z-2025-43: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 5.1 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:

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

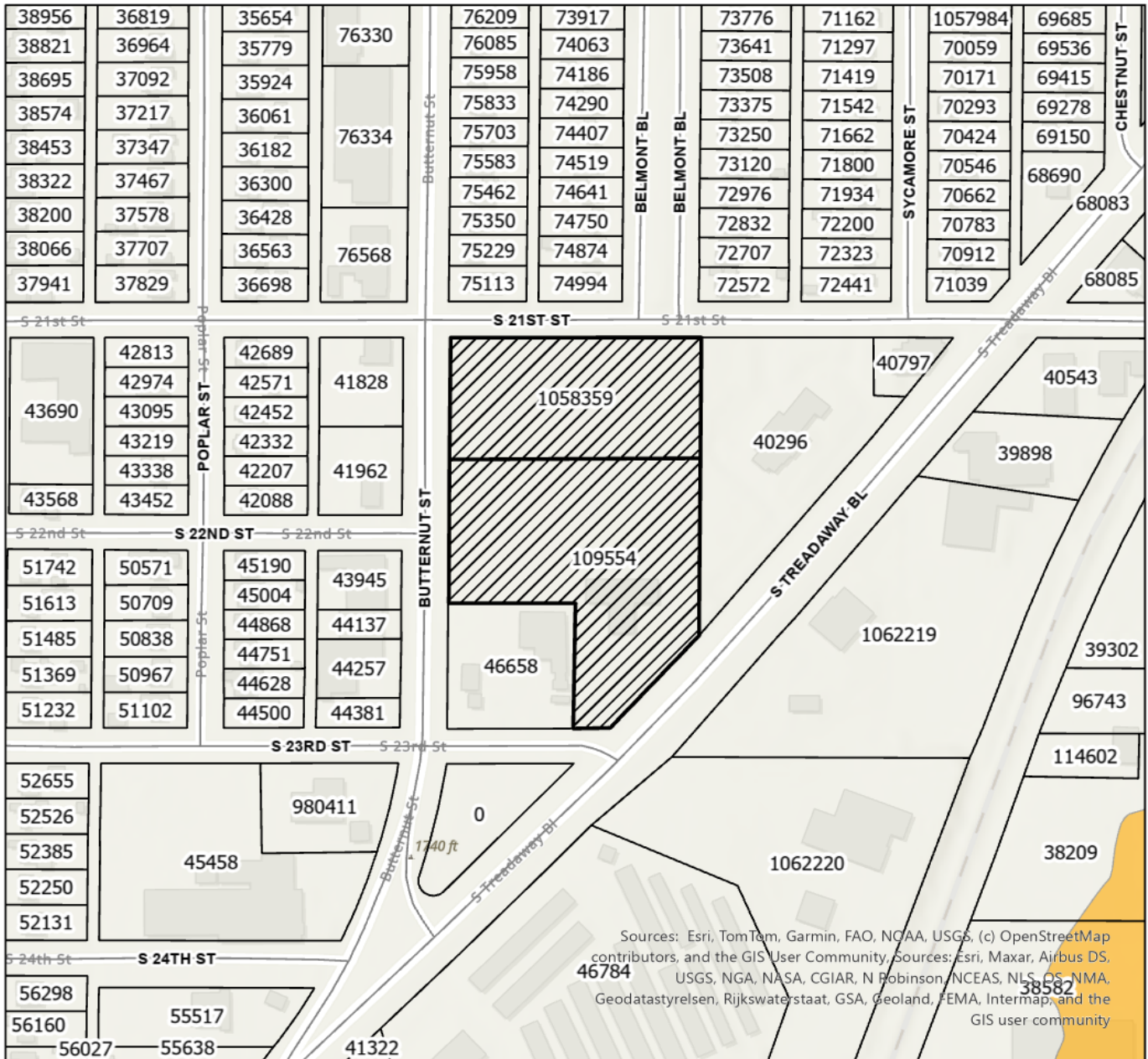
ORDINANCE NO. _____

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



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:

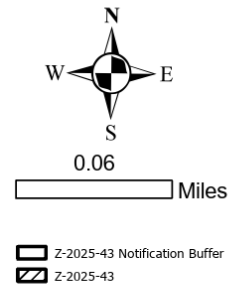
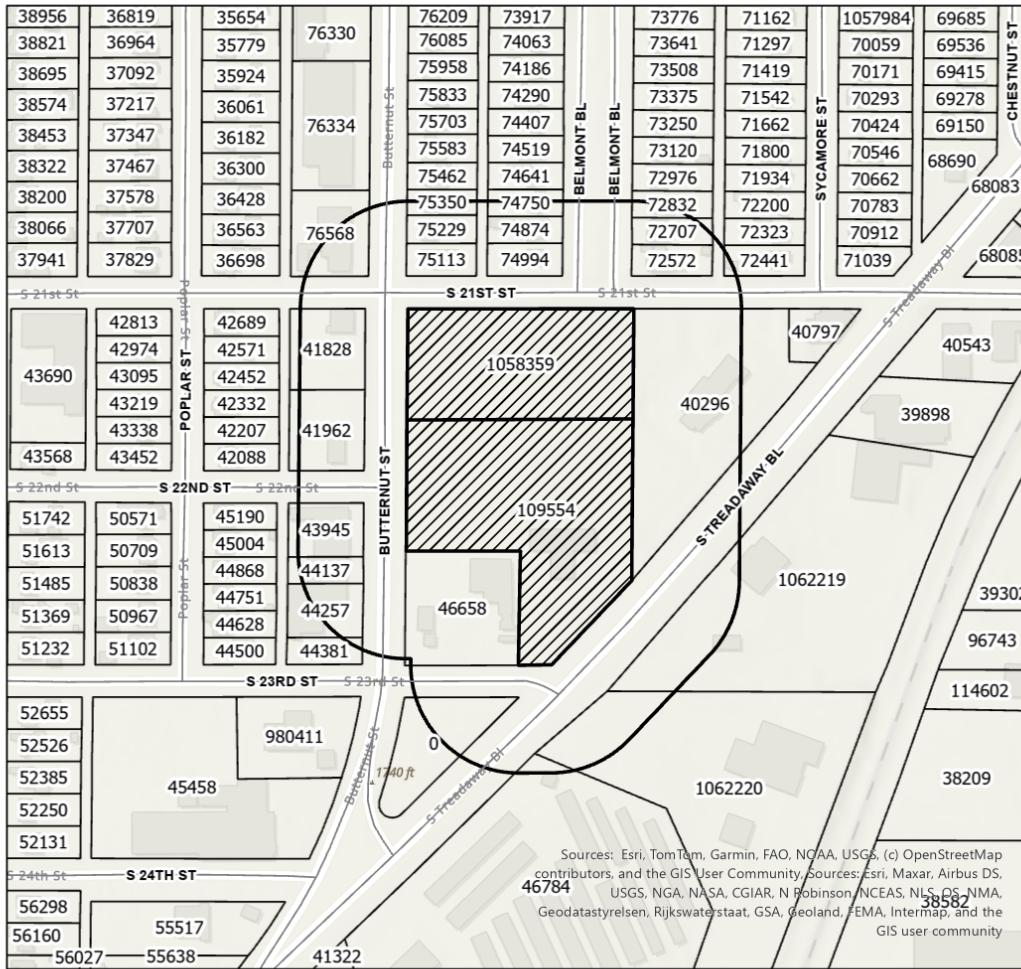
PROPERTY OWNER			Legend: O - Opposed, F - In Favor
OWNER	PROP_ID	SITUS	RESPONSE
BLU PROPERTIES & INVESTMENT LLC	76568	2074 BUTTERNUT ST	
BLU PROPERTIES & INVESTMENT LLC	76568	2082 BUTTERNUT ST	
CHEEK GARY LEE	72572	2073 BELMONT BL	
CHEEK GARY LEE	72707	2065 BELMONT BL	
CHRISTIANSON DAVID PAUL	72832	2057 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

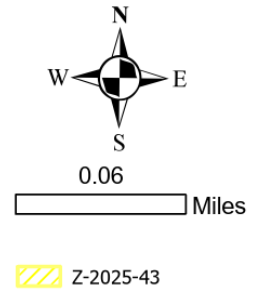
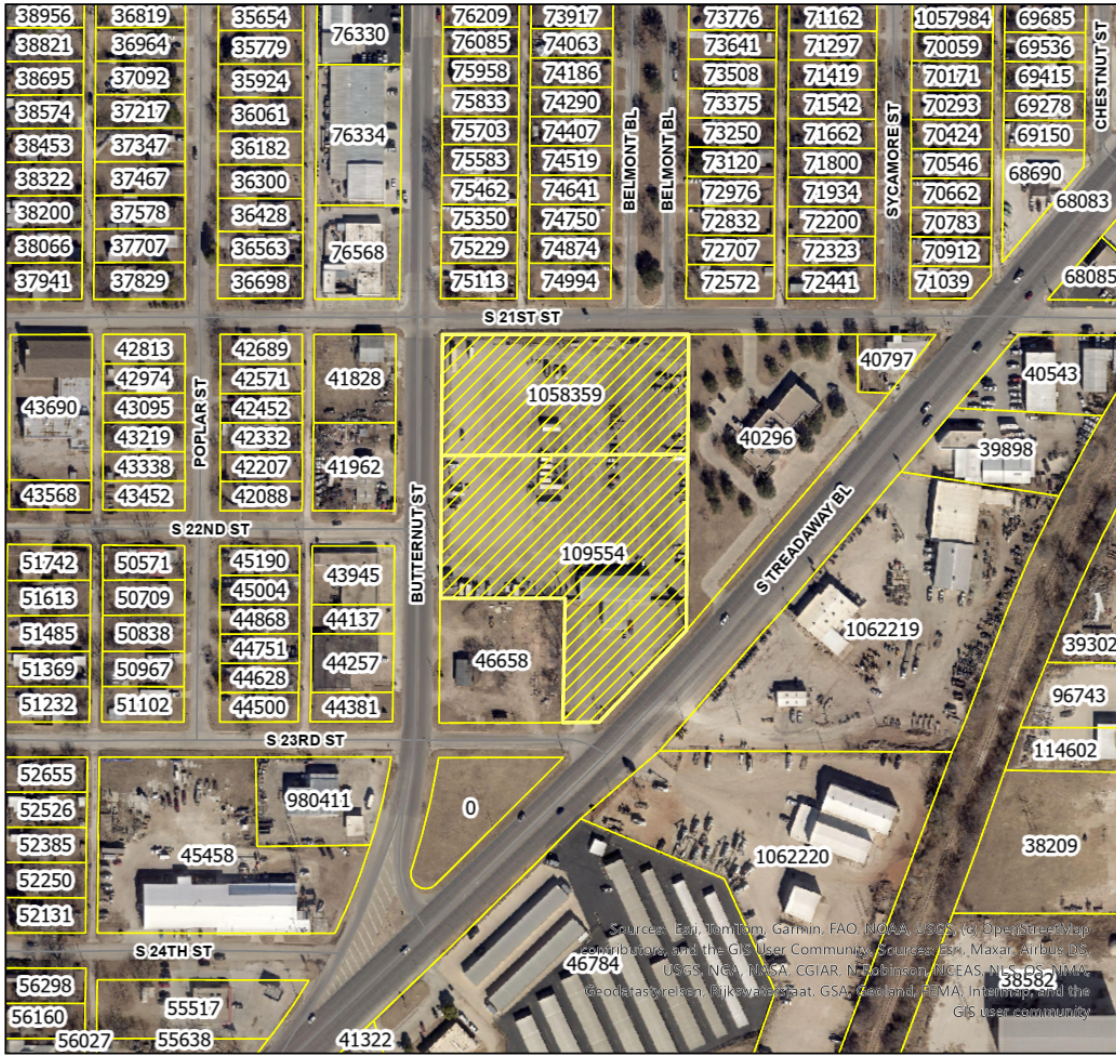
OWNER	PROP_ID	SITUS	RESPONSE
FIRST STATE BANK	40296	2118 S TREADAWAY BL	
TAUSTEP INVESTMENTS LLC	41828	2102 BUTTERNUT ST	
PHOENIX COLLISION INC.	41962	2150 BUTTERNUT ST	
HALL PAUL A & DEVEN M	43945	2202 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44137	2222 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44257	2232 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44381	2250 BUTTERNUT ST	
SITZES APB LP	46658	1222 S 23RD ST	
SITZES STEVEN O	46784	2433 S TREADAWAY BL	
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CHEEK GARY LEE	72572	2073 BELMONT BL	
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TEXAS MIDWEST HOLDINGS LLC	75350	2057 BUTTERNUT ST	
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BLU PROPERTIES & INVESTMENT LLC	76568	2082 BUTTERNUT ST	
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PINNACLE PARTNERS ABILENE LLC	1062219	2249 S TREADAWAY BL	
PINNACLE PARTNERS ABILENE LLC	1062219	2257 S TREADAWAY BL	
PINNACLE PARTNERS ABILENE LLC	1062220	956 S 25TH ST	

NOTIFICATION MAP

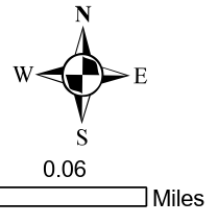
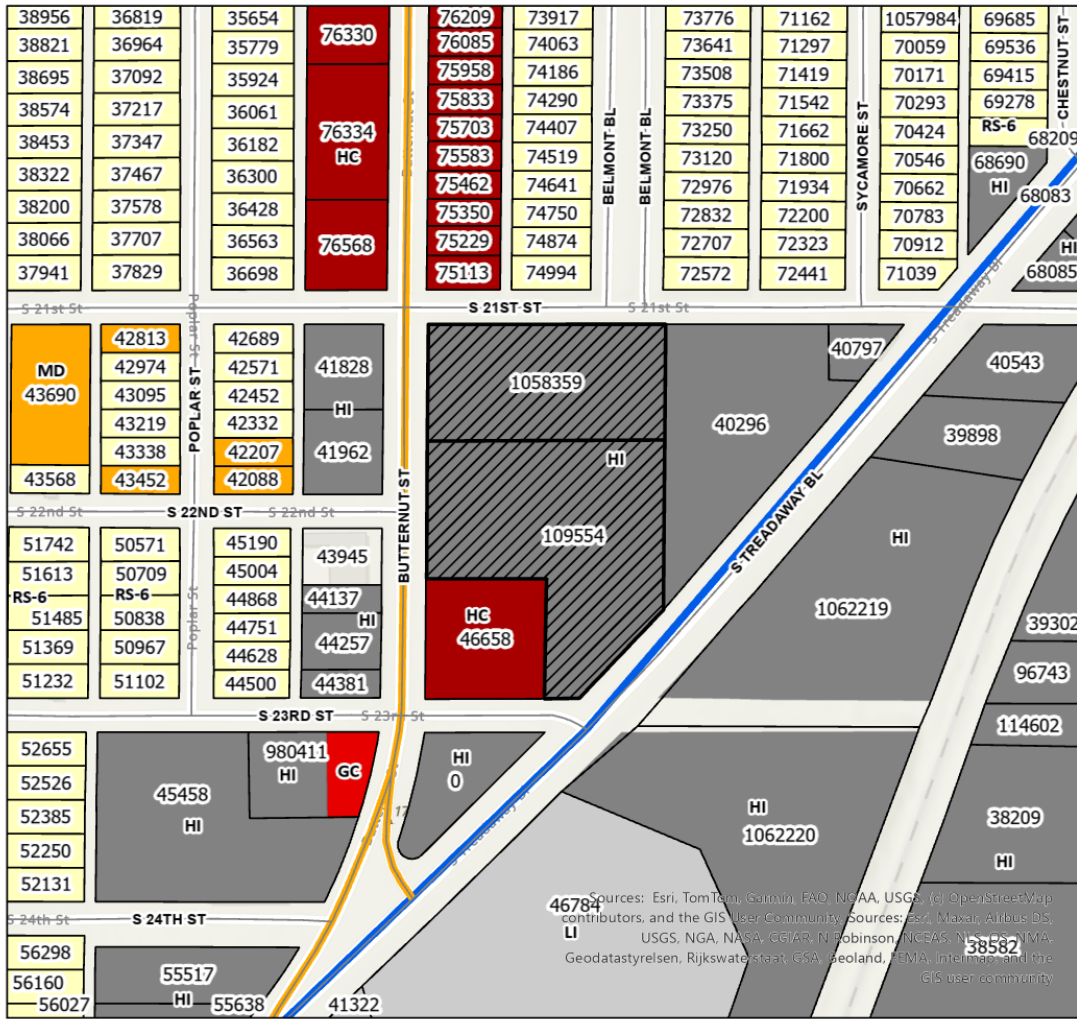


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

LOCATION MAP



ZONING MAP



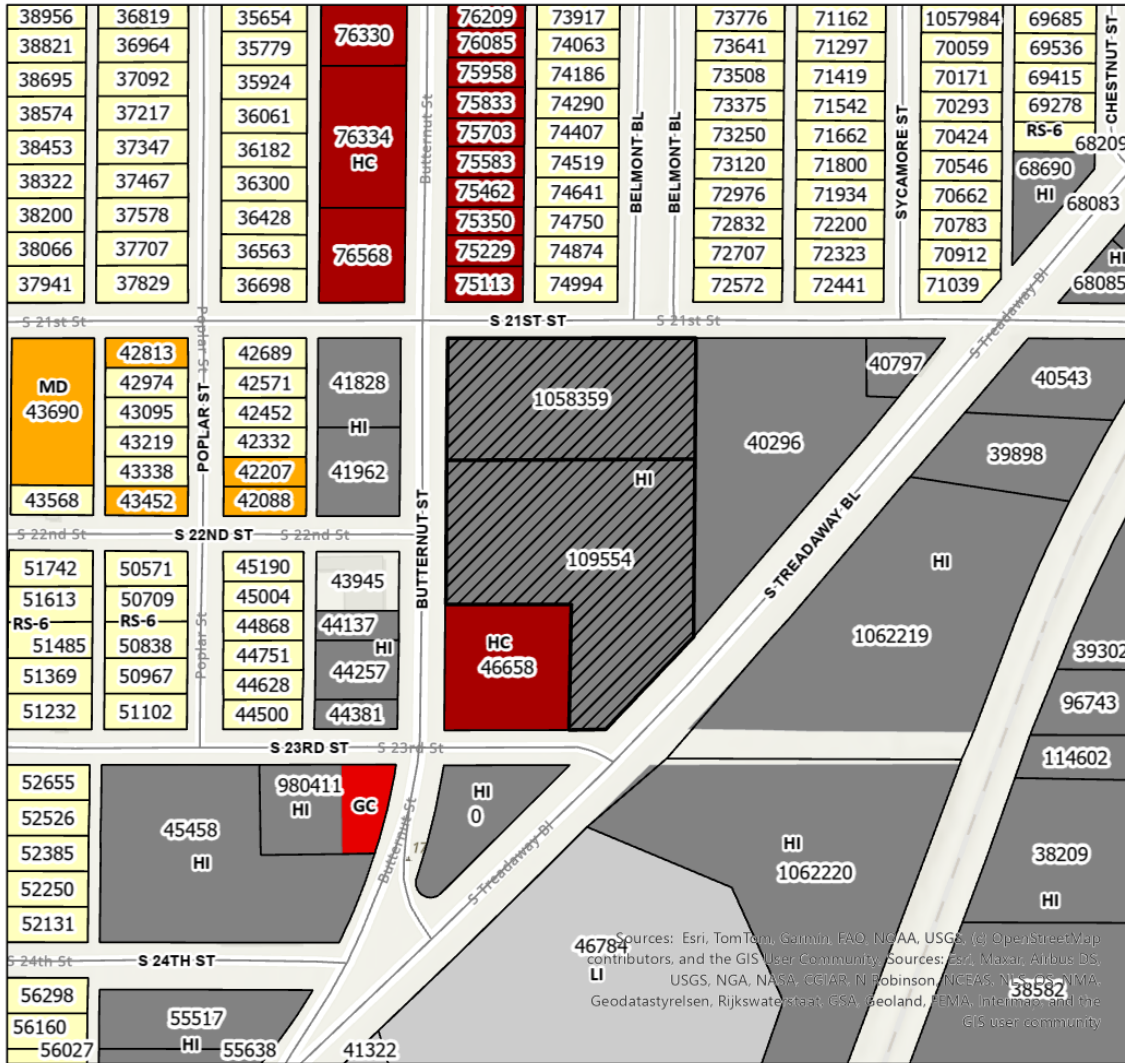
Z-2025-43

Zoning Districts

- GC
- HC
- HI
- LI
- MD
- RS-6
- RS-8

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (C) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, GEBCO, N. Robinson, NCEAS, NPS, USFWS, NOAA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community.

FLOOD MAP



0.06

Miles

Z-2025-43

Zoning Districts

- GC
- HC
- HI
- LI
- MD
- RS-6
- RS-8

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

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 Broadway 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: H1 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 roadway 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 property. 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): H1 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: Harley.Burnett@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
 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? ☐ 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: _____

Harvey Burnett

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

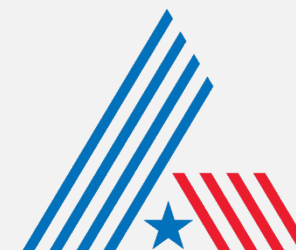
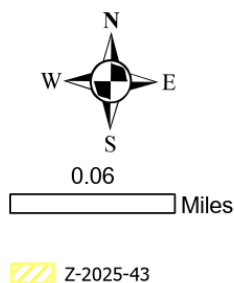
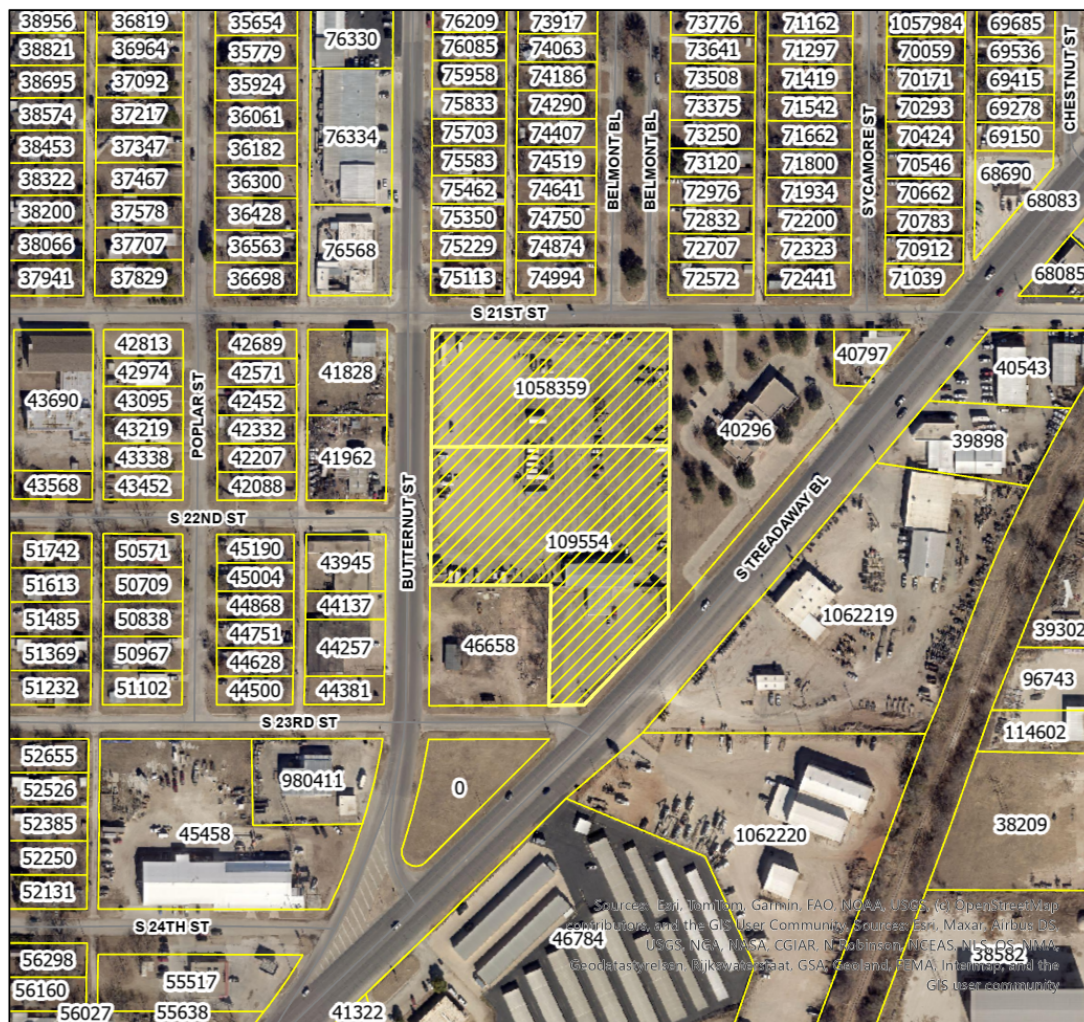
Planning & Zoning: December 2, 2025

Council Hearing: December 18, 2025
January 8, 2026

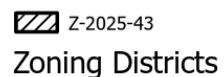




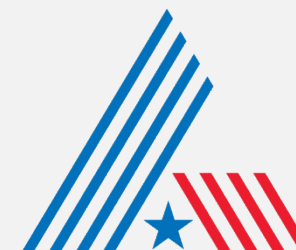
AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS



- | | |
|---|------|
|  | GC |
|  | HC |
|  | HI |
|  | LI |
|  | MD |
|  | RS-6 |
|  | RS-8 |



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS

Subject Property

South Neighboring Property

North Neighboring Property

East Neighboring Properties

West Neighboring Property





USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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





USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

SERVICE:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRADE – RETAIL USES:

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

TRADE – WHOLESALE USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

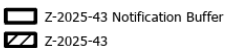
LEGEND

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





Miles





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **10. Ordinance (Final Reading) Z-2025-44:** Receive a Report, Hold a Discussion and Public Hearing, 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:

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

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;

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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.

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 Commission 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 ELM DALE 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 ELM DALE 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 ELM DALE RD	
CITY OF ABILENE	15032	1300 ELM DALE RD	
HARKINS WARREN	1062950	1233 ELM DALE RD	O
MOORE CUTTER & ALISHA	13777	1149 ELM DALE RD	
OWENS TONY & BARBARA	13549	1257 ELM DALE RD	O
OWENS TONY & BARBARA	13651		O
PRICE JAN MARIE	52620	1125 ELM DALE RD	O
PRICE JAN MARIE	93900	5257 E HWY 80	O
PRICE JAN MARIE	13428	1181 ELM DALE RD	O
T & P RY CO	14335		

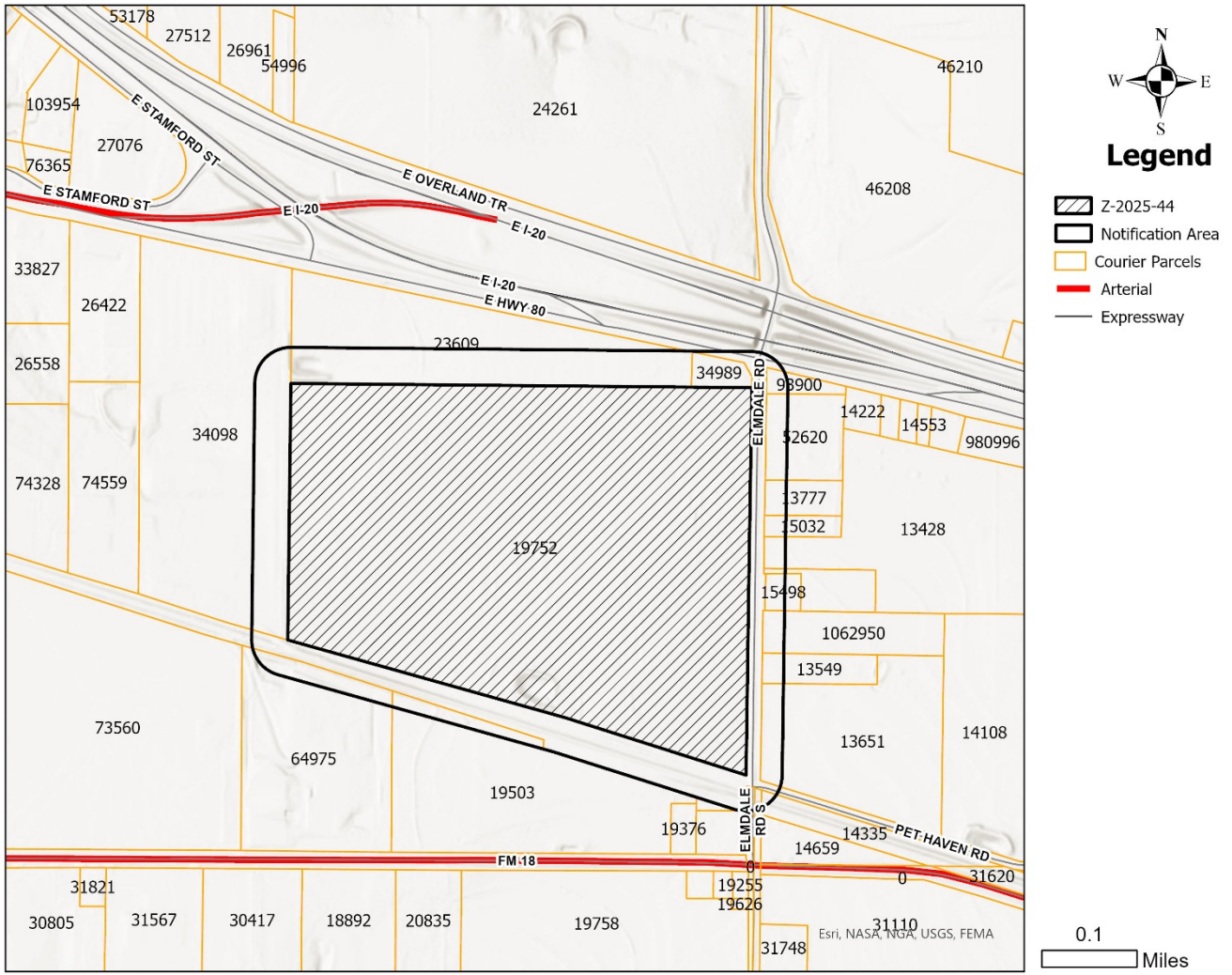
WEST TEXAS UTILITIES CO	15498	1225 ELMDALE RD	
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PROPERTY ID

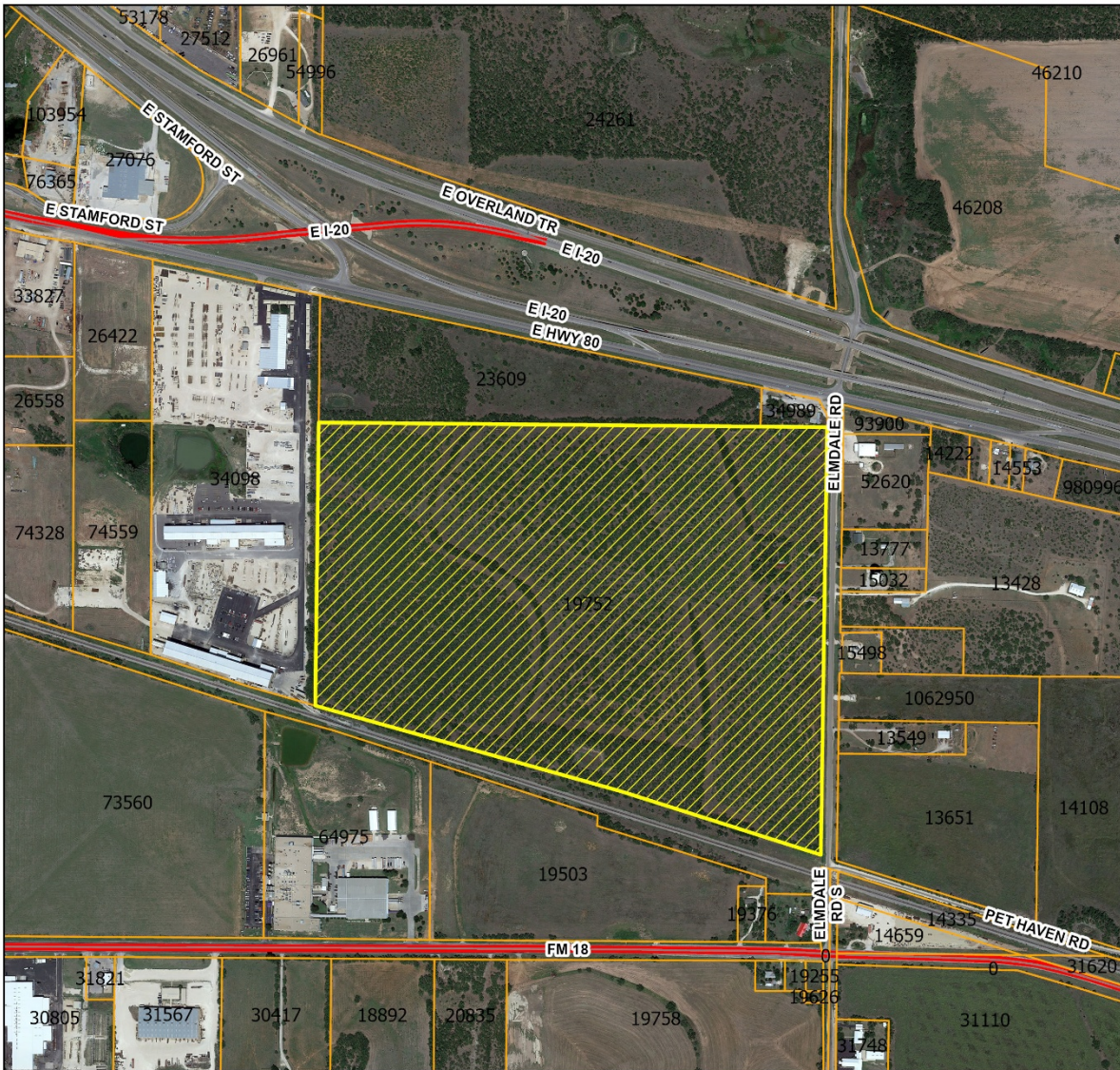
Legend: O - Opposed, F - In Favor

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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C S ADVENTURES REAL EST	34098	5025 E HWY 80	
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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

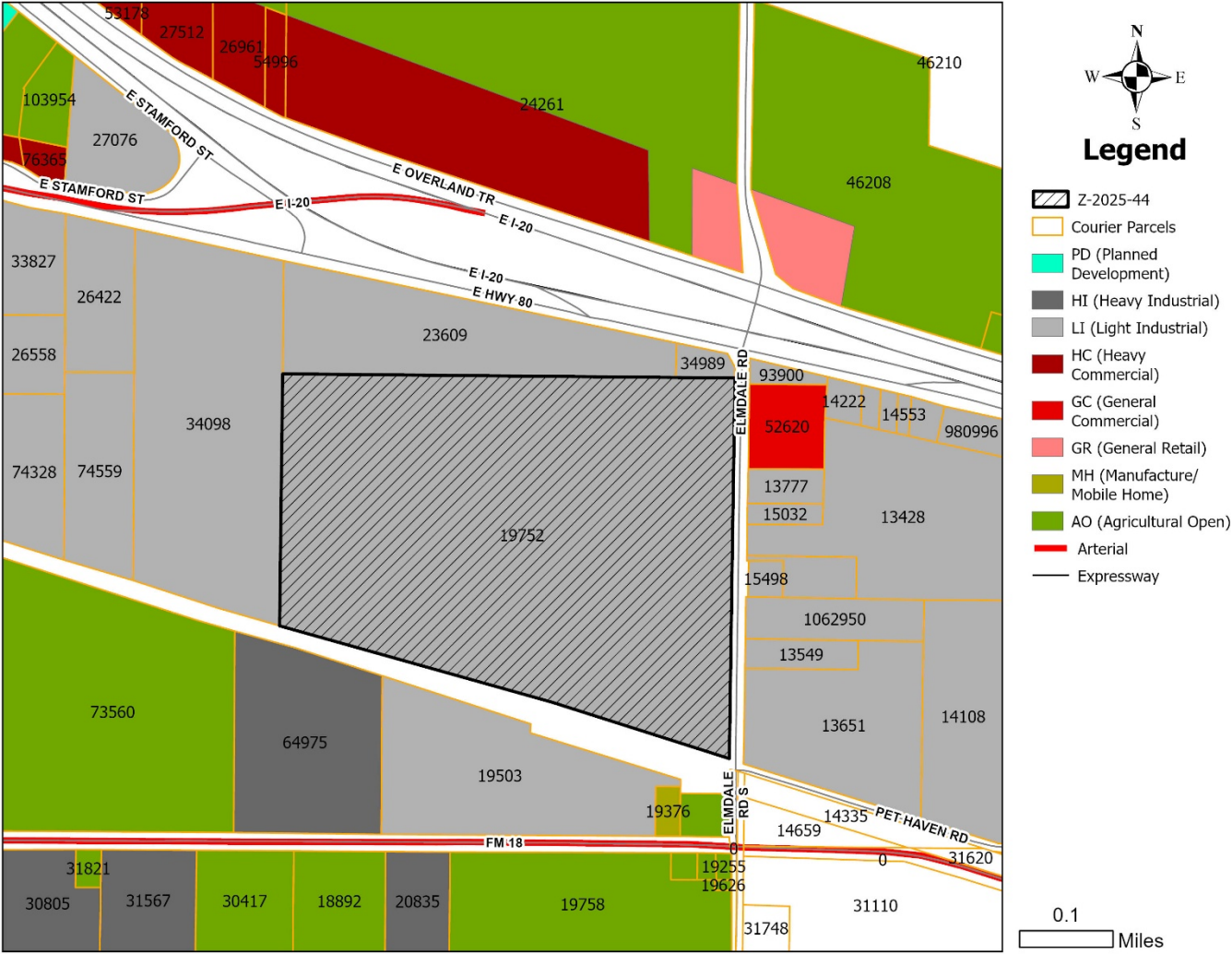


Legend

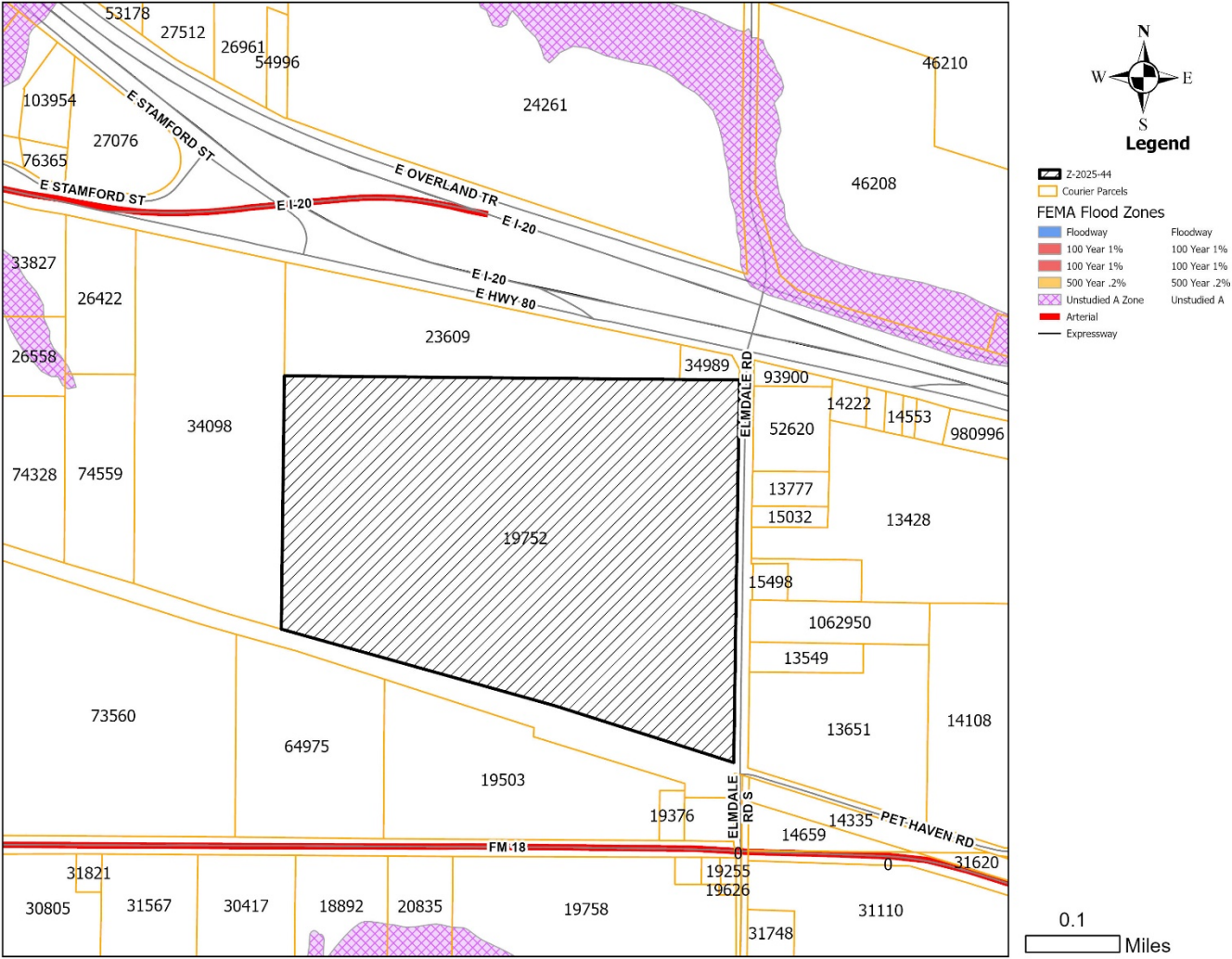
- Z-2025-44
- Courier Parcels
- Arterial
- Expressway

0.1
Miles

ZONING MAP



Flood Map



**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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Elmdale Single Family Community Against Proposal

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) Kolly & Taylor Barnhill

5150 FM 18 Abilene Tx 79602

5) Erika Meeland

144 Elmdale Road South Abilene Tx 79601

6) Matt or Miranda Fleikes

498 Elmdale Road South Abilene Tx 79601

7) Karen Sanders

120 CR 511 Abilene Tx 79601 Pet Comdau Rd

8) Dustin & Dusti Ledbetter

110 CR 511 Abilene Tx 79601

9) Ramon & Veronica Campos

CR 510 Abilene Tx 79601

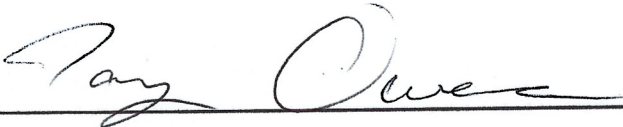
ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

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	I am opposed	☒
Requestor's Parcel ID:	19752	Your Parcel ID:	13549		

Signature: 

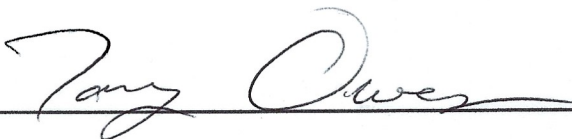
ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

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Requestor's Proposed Zoning:	GC/CUP	Your Address:	1257 ELMDALE RD	I am opposed	☒
Requestor's Parcel ID:	19752	Your Parcel ID:	13549		

Signature: 

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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Requestor's Proposed Zoning:	GC	Your Address:	1233 ELMDALE RD	I am opposed	☒
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950		

Signature: _____

Warren D. Harkins

NOV 20 PM 4:58

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

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Requestor's Parcel ID:	19752	Your Parcel ID:	1062950		

Signature: _____

Warren D. Harkins

NOV 20 PM 4:58

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



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

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:

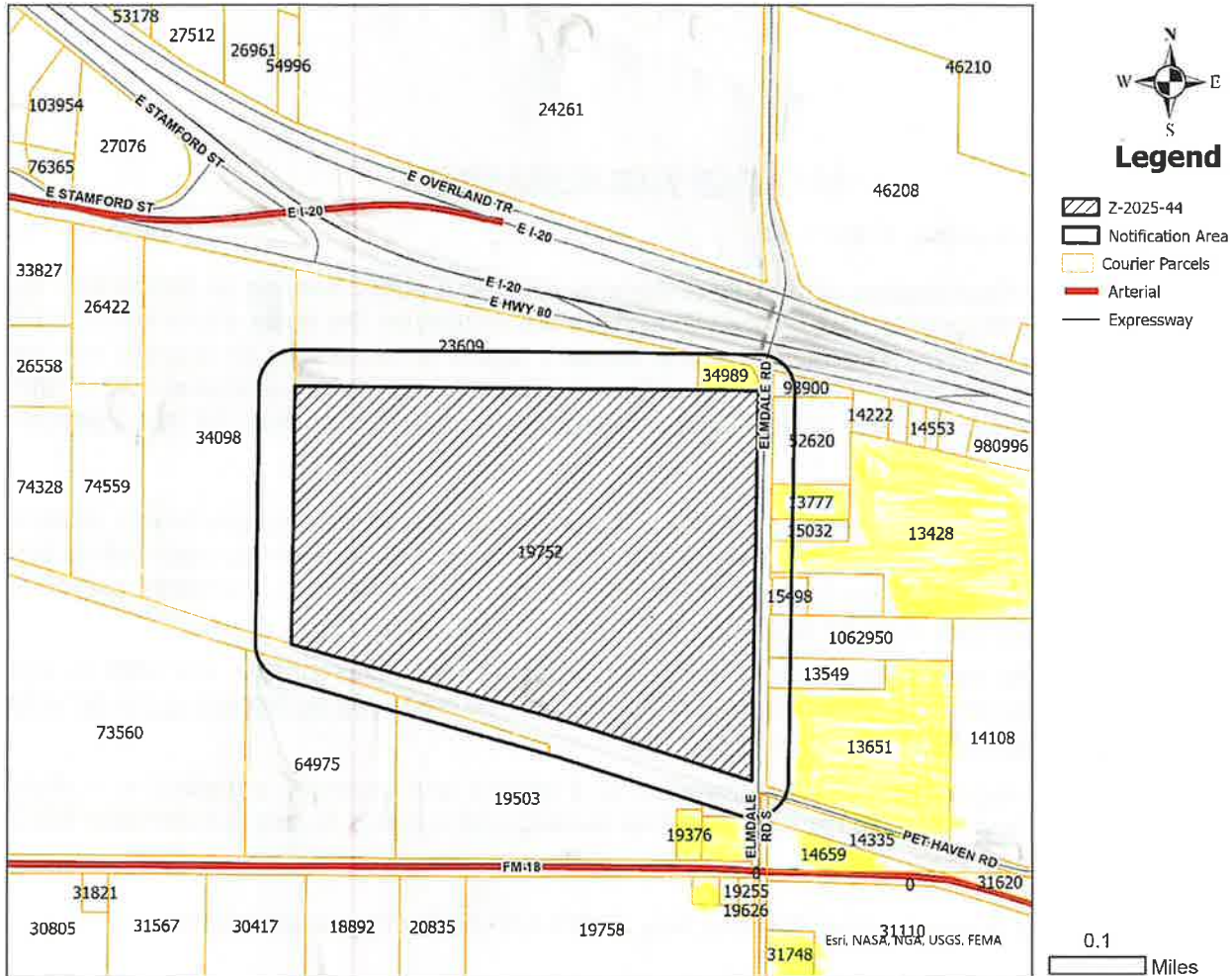
Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Property Zoning:	LI	Your Name:	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: _____

Z-2025-44



If opposed, please provide comments:

- 1) We pick up trash every week since this all has started
Pet Cemetery Road is a dump ground.
- 2) We do not want a failed project to become Section 8 housing
- 3) Too 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

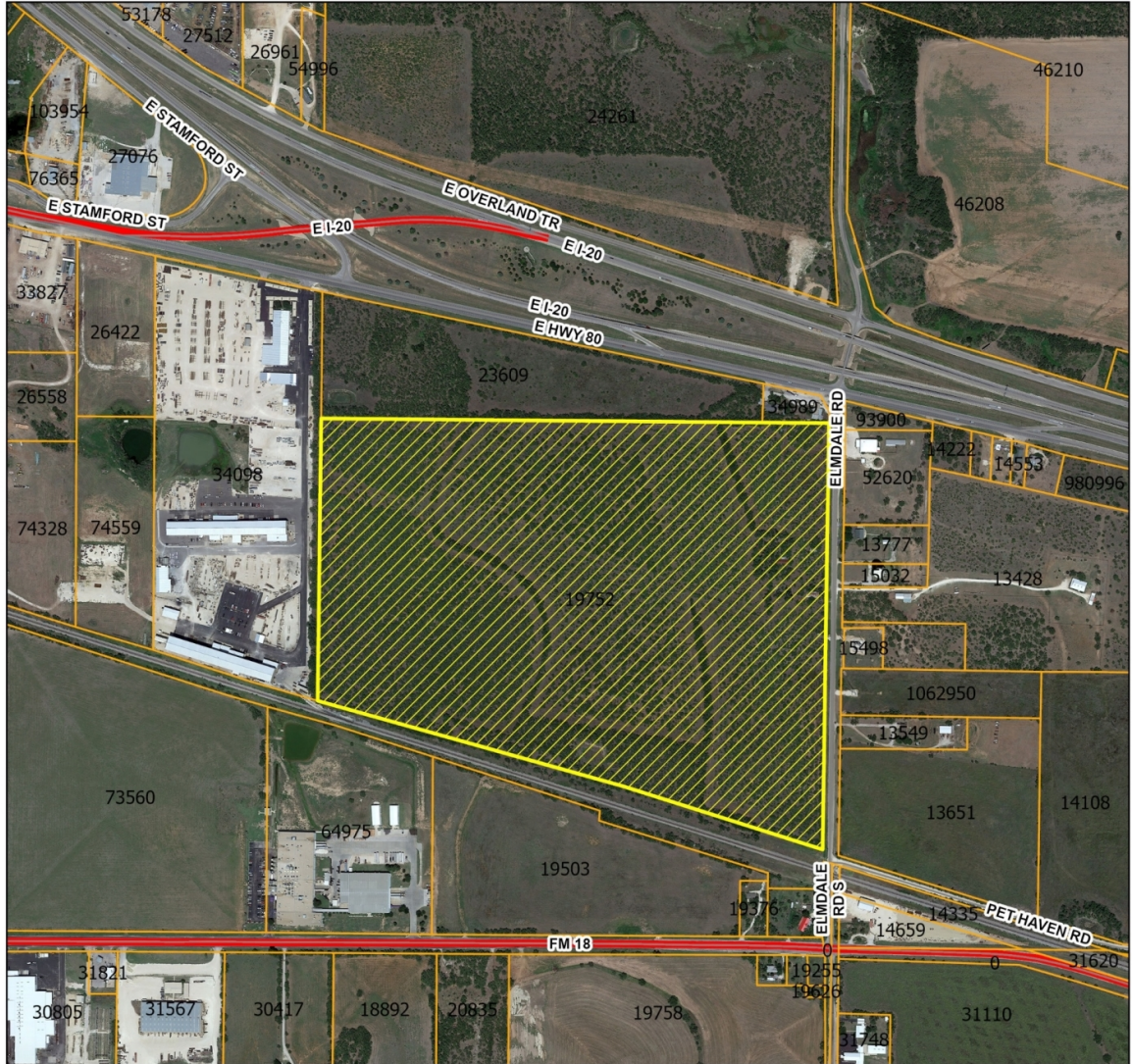
Planning & Zoning: December 2, 2025

Council Hearing: December 18, 2025
January 8, 2026





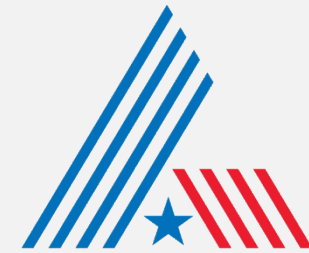
AERIAL LOCATION MAP



Legend

- Z-2025-44
- Courier Parcels
- Arterial
- Expressway

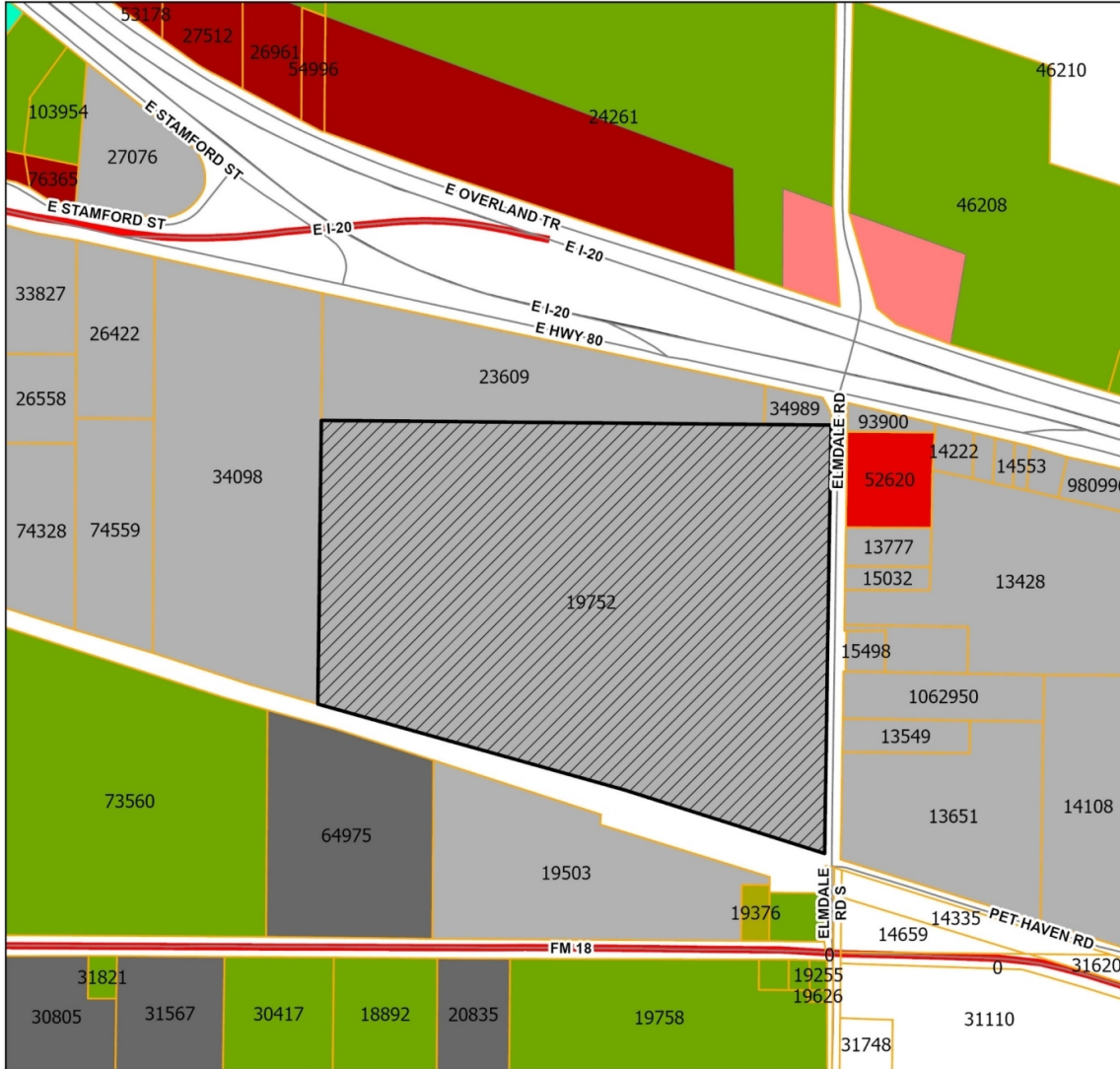
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Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

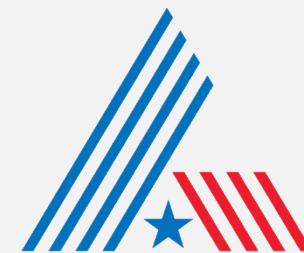


Legend

- 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



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





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





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:

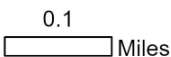
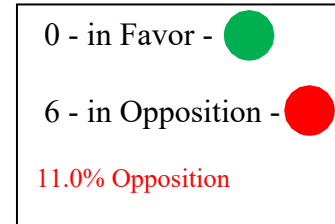
- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

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





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**





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **11. Ordinance (Final Reading) CUP-2025-18: Receive a Report, Hold a Discussion Public Hearing, 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 - CUP-2025-18
2. Staff Report
3. Cottages Plan of Operation
4. Frontier Village Concept Plan
5. Applicant Presentation
6. Metes & Bounds
7. Elmdale SF Community (No Signatures)
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 (7)

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY 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

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;

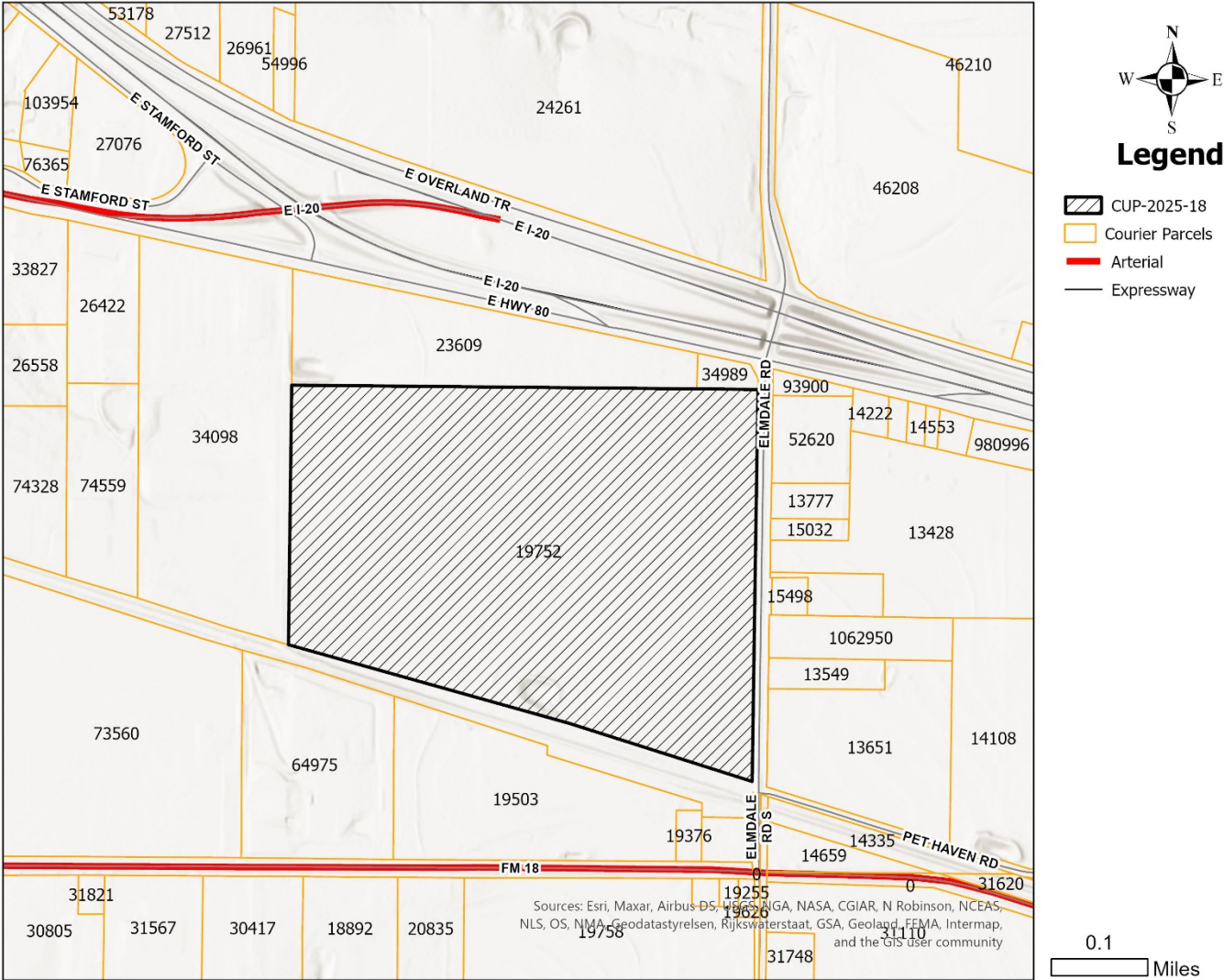
THENCE North 72 degrees 29 minutes 44 seconds West a distance of 691.70 feet to a point for the southwest corner of this tract, same being the southeast corner of said Lot 1, Block B;

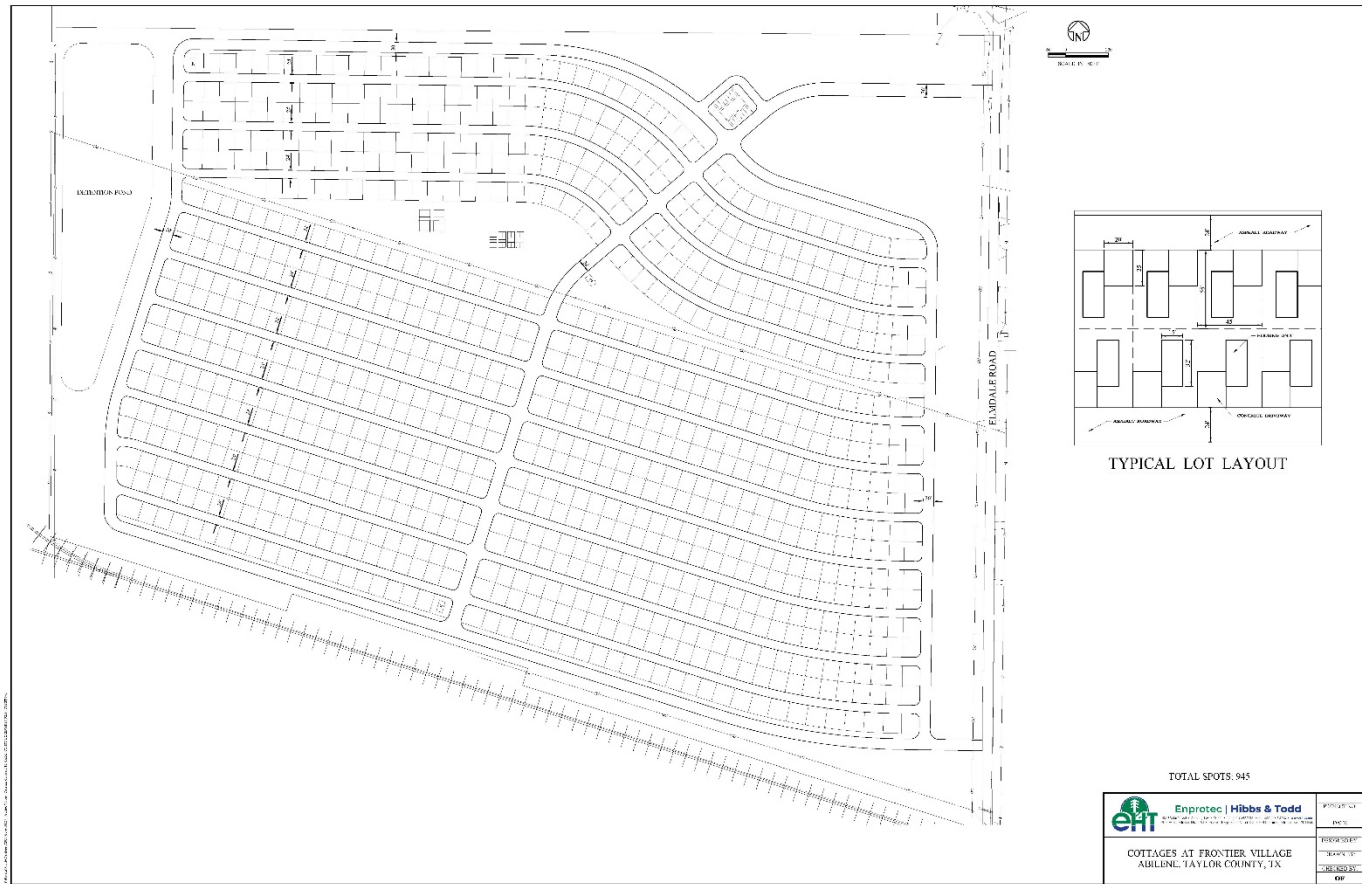
THENCE North 00 degrees 36 minutes 44 seconds East, along the east boundary line of said Lot 1, Block B, a distance of 1421.40 feet to the Point of Beginning containing an area of 109.8 acres.
Surveyed in October 2025.

Condition:

1. **Notwithstanding any requirement listed herein, the TERM of this CUP is 10 Years.** The CUP may be extended as provided by the Land Development Code.
2. The Recreational Vehicle Park shall comply with the RV Park Ordinance which was approved by the Abilene City Council on Jan. 8, 2026.
3. A Traffic Impact Analysis of the RV Park shall be completed as a part of this CUP, and the recommended findings for Public Traffic Improvements shall be implemented and installed by the Owner at the Owner's expense.
4. At the expiration of the TERM of the CUP, subject to any extensions of the CUP, all RVs/Park model units shall be promptly removed from the property by the Owner.

Located at 1202 Elmdale Rd





Plan of Operation: Cottages at the Frontier

Location: Interstate 20 & Elmdale Rd. South, Abilene, TX

Use: Temporary Residential RV Park for Leadership Personnel

1. Description of the Use

The 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 Use

- **Type of Use:** Private residential RV park (CUP required for long-term occupancy in RVs)
- **Duration:** Subject to the **TERM** listed in **Exhibit A**, temporary use to support the active construction period, which is anticipated 36 months, and subsequent operations up to 20 years in totality with extension of CUP.
- **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.

10. Conditions of permit approval:

- Limited to a maximum density of 10 units per acre
- Type B buffer shall be required
- Private Drives shall meet the minimum width of the fire code, land development and be striped as a fire lane
- Dumping Stations shall be located a minimum of 200’ from any rv site, and 300’, from any neighboring residential use

ORDINANCE NO. _____

- Traffic Impact Analysis shall be required, and Elmdale Rd shall be improved in accordance with the results of the impact study or financially secured before any certificated of occupancies are issued (phased construction ok with City Engineer approval)
- Park shall have directional and pad site signage clearly marked for emergency services
- Paving shall consist of concrete, asphalt, or chip deal
- Parking shall only be in designated improved parking areas. No parking in fire lanes
- Setbacks shall be in accordance with:

Element From Which Setback Is Measured	Required Setback
The edge of cul-de-sac drive	20 feet
The edge of other interior drive	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.

-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 stages. 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

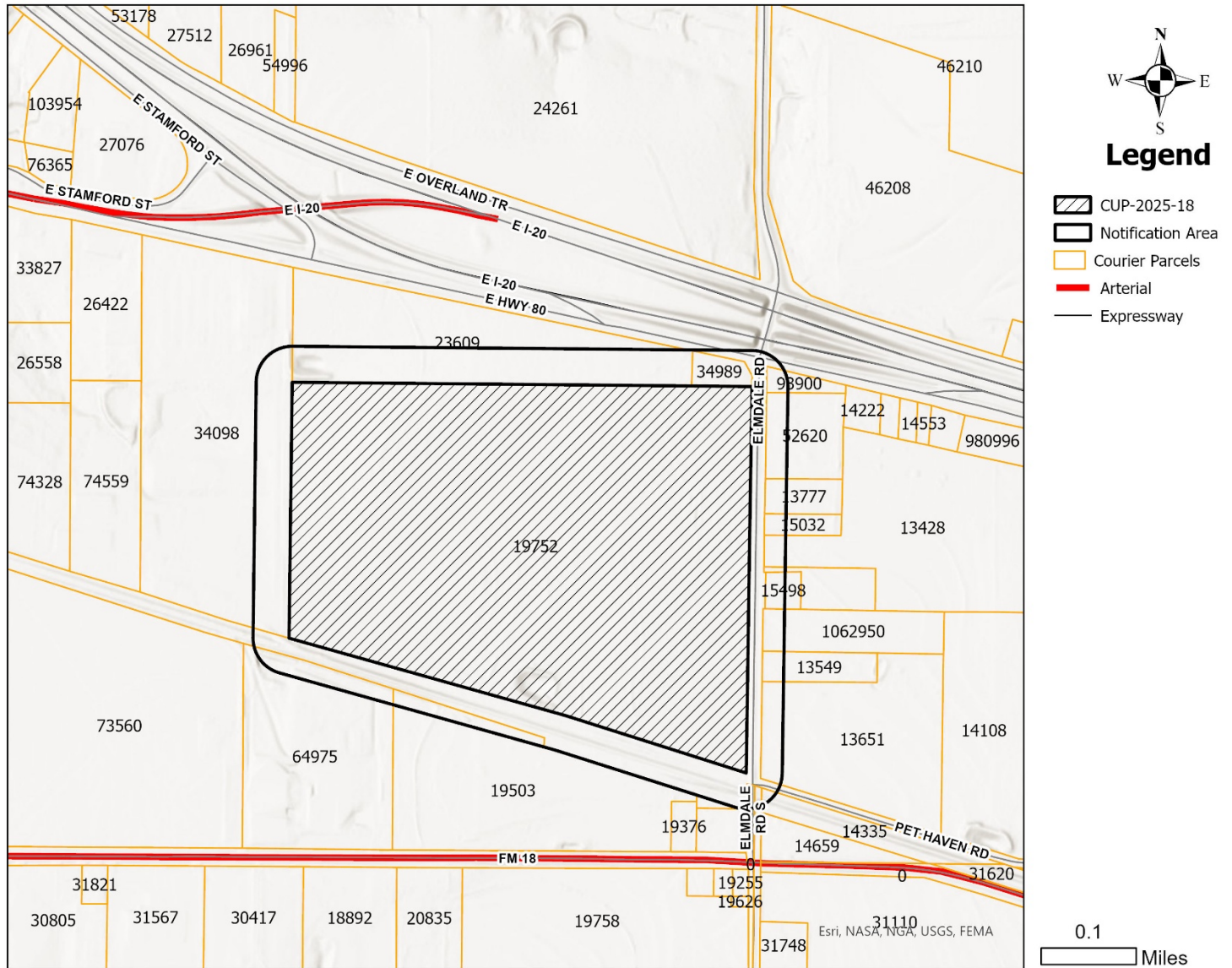
PROPERTY OWNER	PROPERTY ID	SITUS	Response
AEP TEXAS INC	1090773	1211 ELMDALE RD	
BANDAG INC	64975	4750 FM 18	
BLACKBURN RUTH BROOKS	34989	5197 E HWY 80	
BLACKBURN RUTH BROOKS	34989	5191 E HWY 80	
BLACKBURN RUTH BROOKS	19752	1202 ELMDALE RD	
BLACKBURN W H	23609		
BRIDGESTONE BANDAG LLC	19503	4962 FM 18	
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

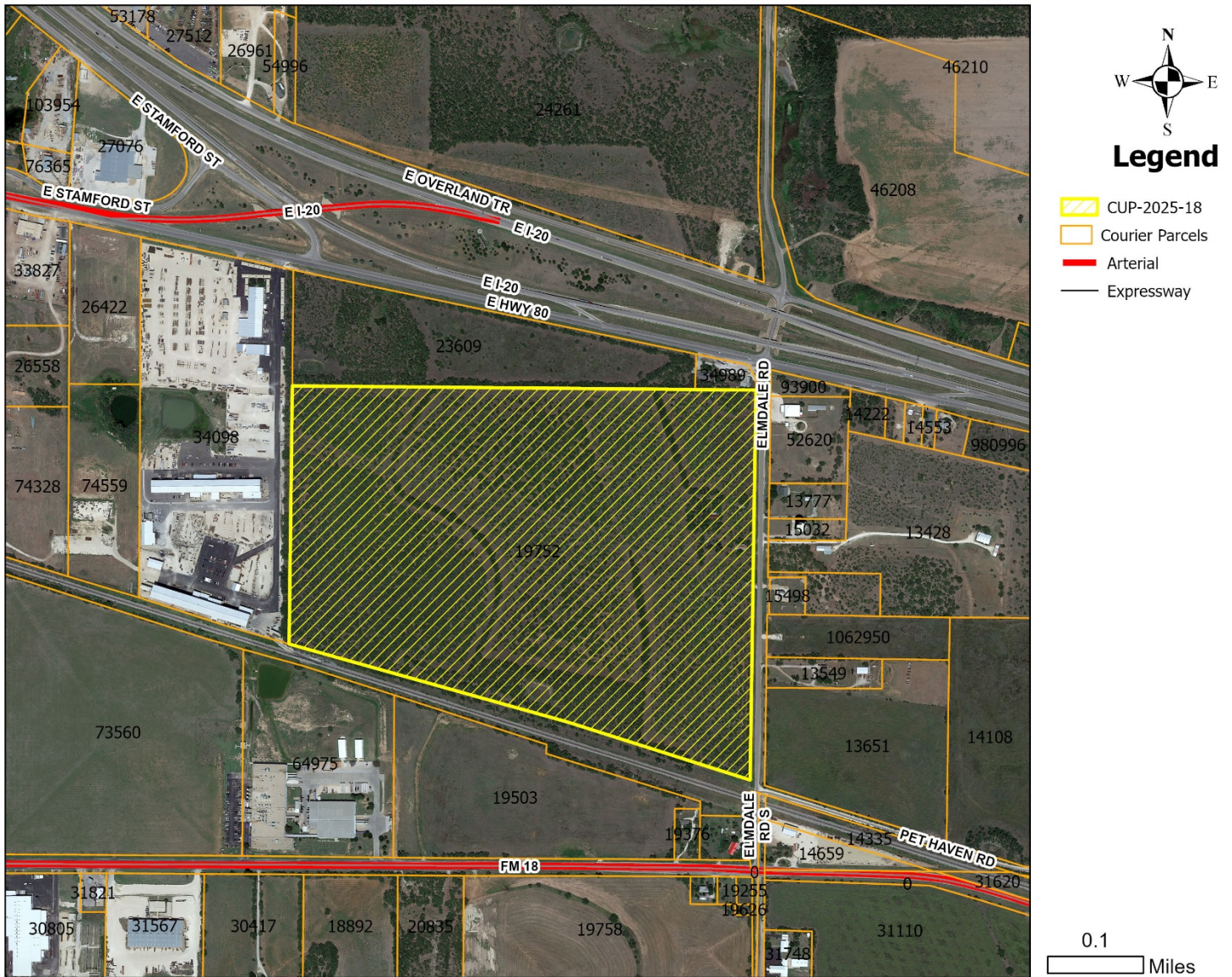
PROPERTY OWNER	PROPERTY ID	SITUS	Response
PRICE JAN MARIE	13428	1181 ELMDALE RD	O
OWENS TONY & BARBARA	13549	1257 ELMDALE RD	O
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PRICE JAN MARIE	93900	5257 E HWY 80	O

HARKINS WARREN	1062950	1233 ELMDALE RD	O
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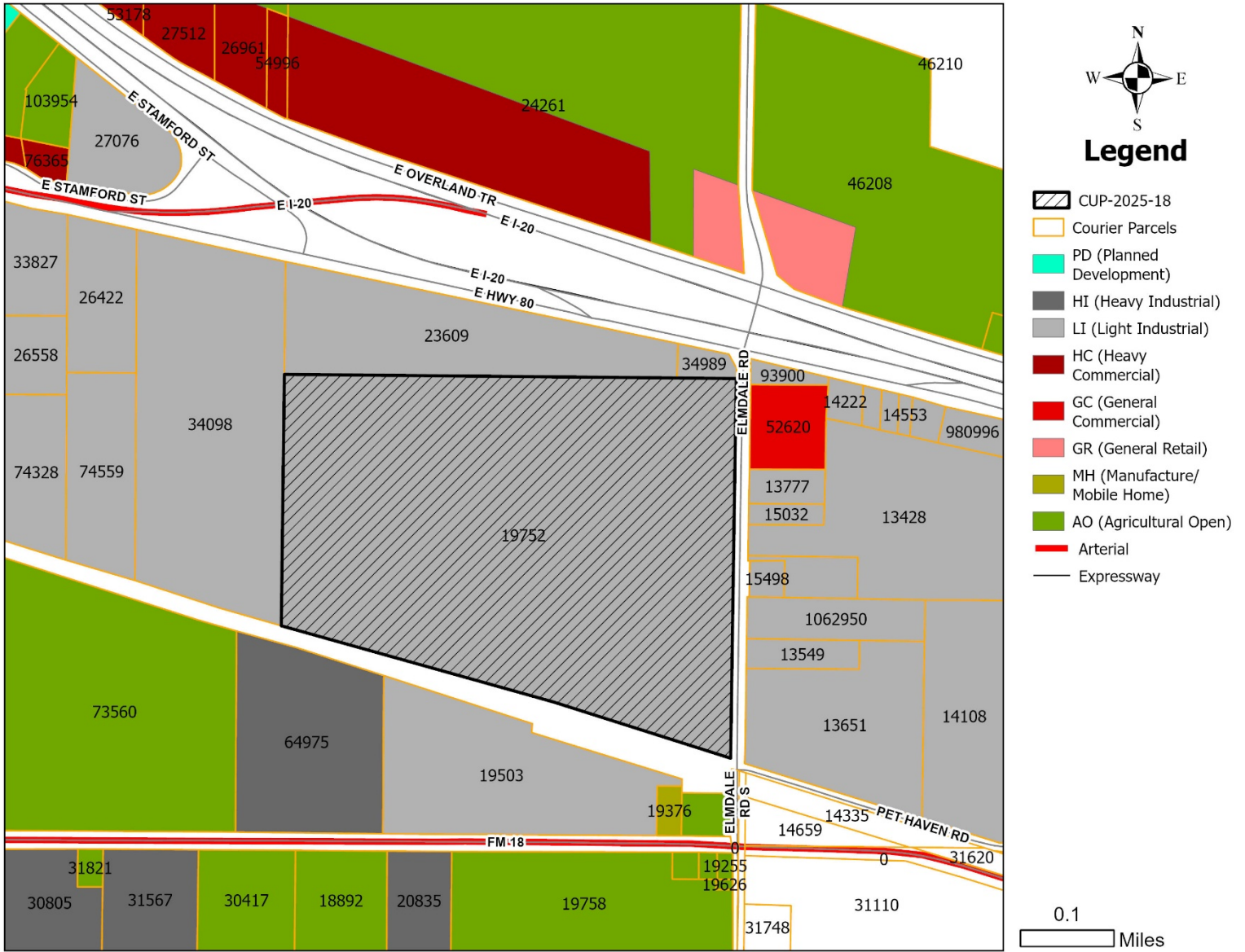
NOTIFICATION MAP



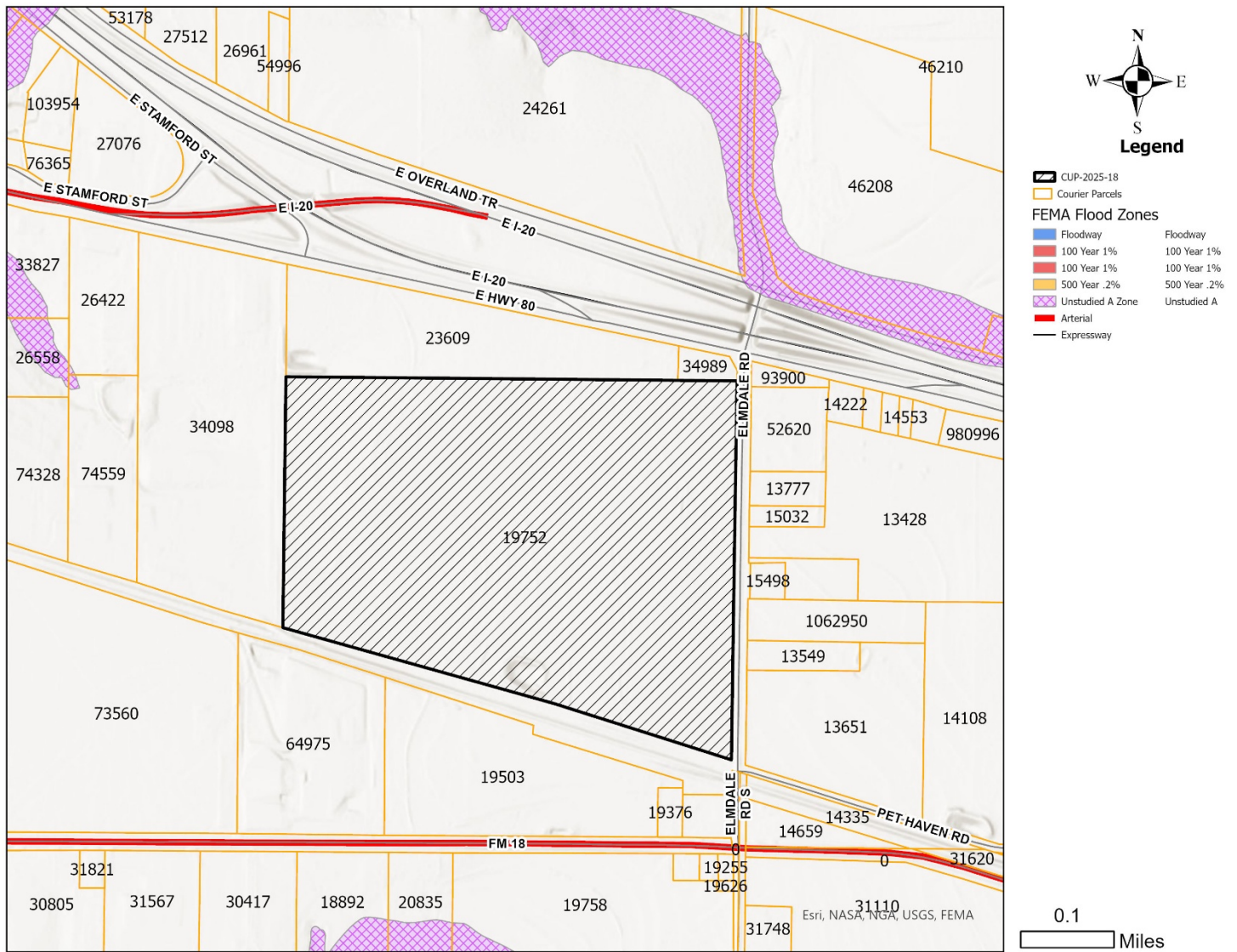
LOCATION MAP



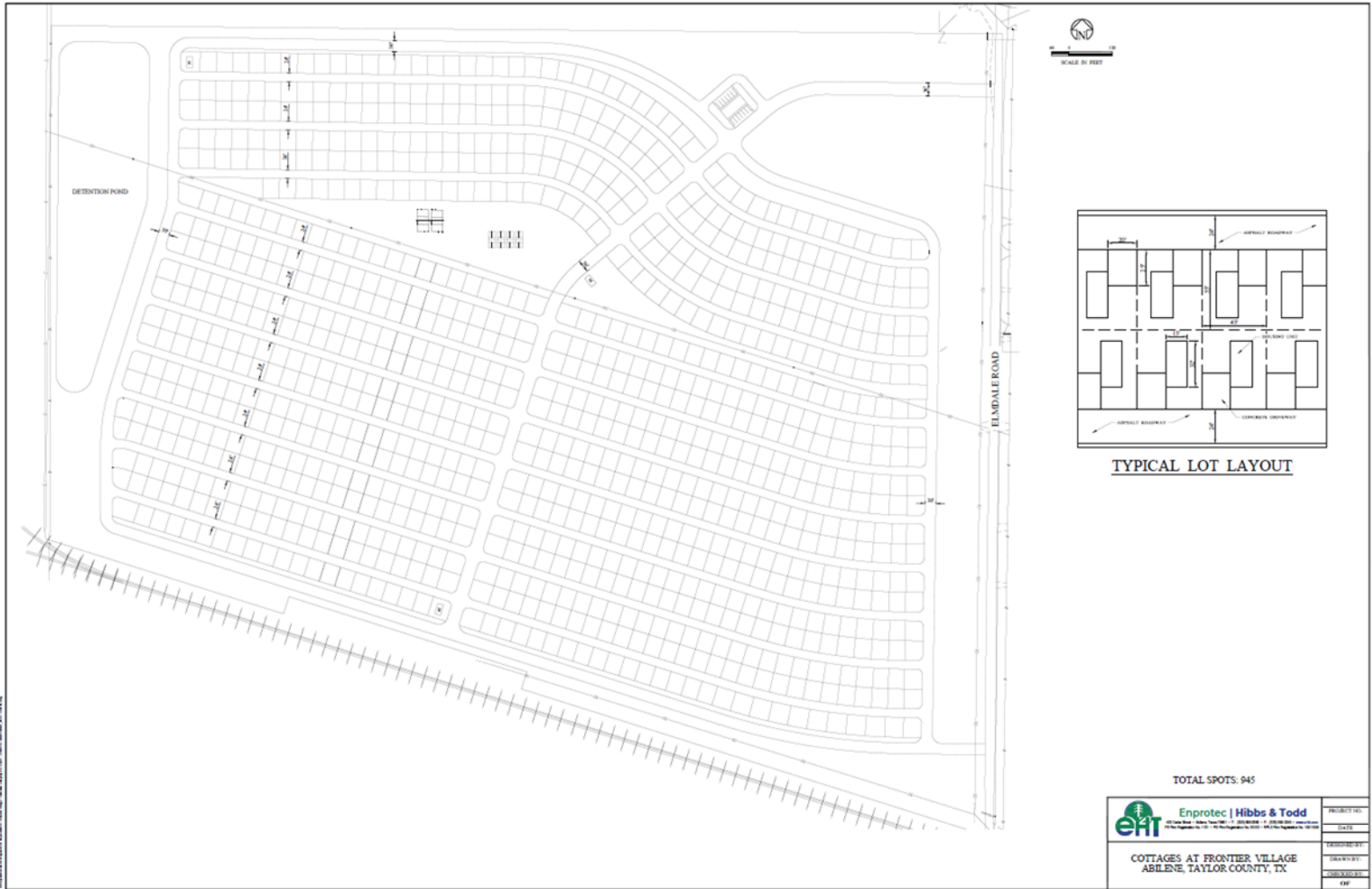
ZONING MAP



Flood Map



Concept Plan



Plan of Operation: Cottages at the Frontier

Location: Interstate 20 & Elmdale Rd. South, Abilene, TX

Use: Temporary Residential RV Park for Leadership Personnel

1. Description of the Use

The 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 Use

- **Type of Use:** Private residential RV park (CUP required for long-term occupancy in RVs)
- **Duration:** Subject to the **TERM listed in Exhibit A**, temporary use to support the active construction period, which is anticipated 36 months, and subsequent operations up to 20 years in totality with extension of CUP.
- **Tenancy:** Dedicated for personnel for both the data center contractor, their trade partners, the owner, and their affiliates and clients.
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- **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.
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- 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.
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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.

10. Conditions of permit approval:

- Limited to a maximum density of 10 units per acre
- Type B buffer shall be required
- Private Drives shall meet the minimum width of the fire code, land development and be striped as a fire lane

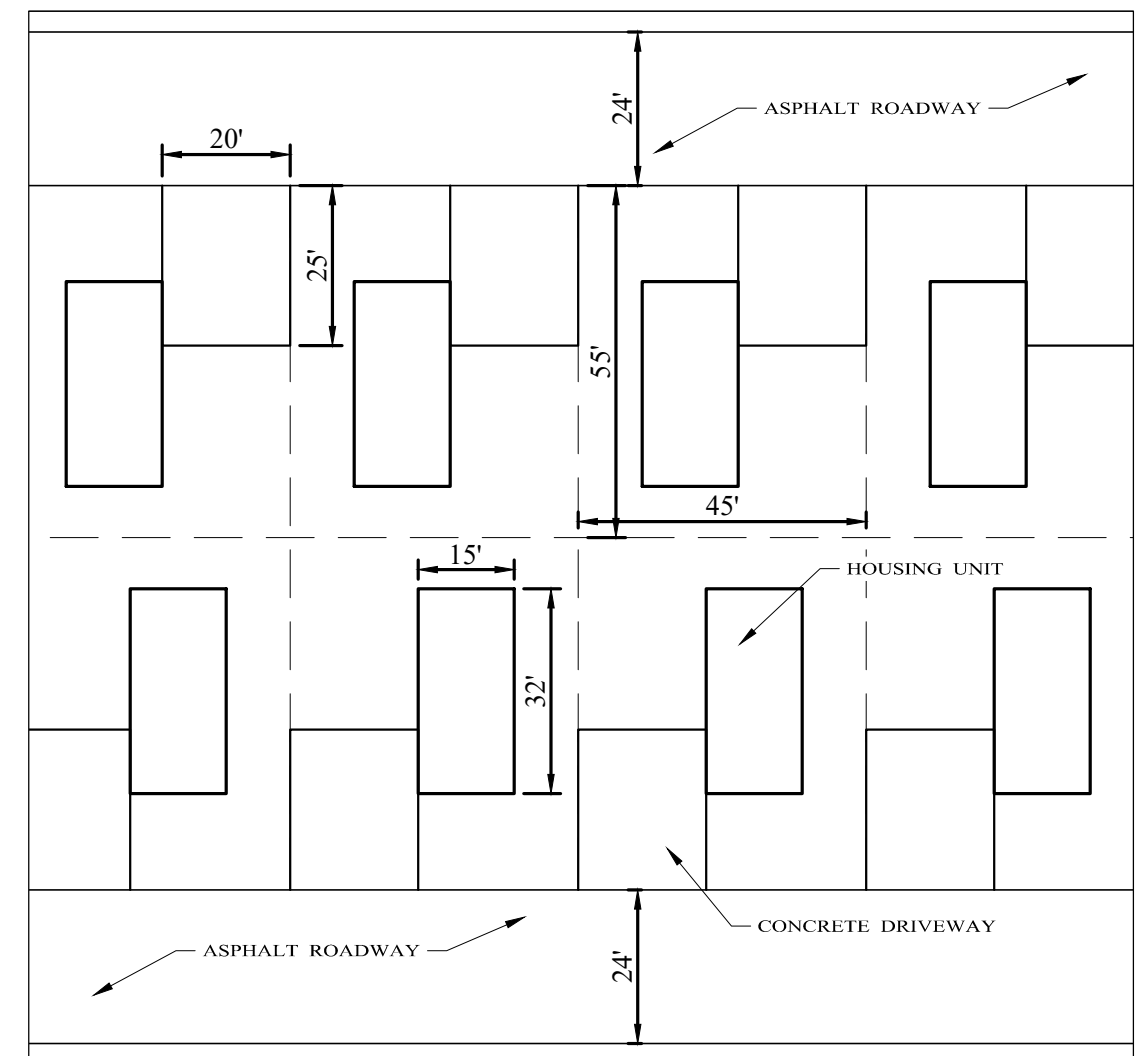
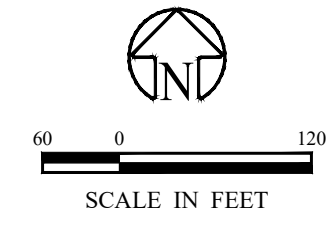
- Dumping Stations shall be located a minimum of 200' from any rv site, and 300', from any neighboring residential use
- Traffic Impact Analysis shall be required, and Elmdale Rd shall be improved in accordance with the results of the impact study before any certificates of occupancies are issued (phased construction ok with City Engineer approval)
- Park shall have directional and pad site signage clearly marked for emergency services
- Paving shall consist of concrete, asphalt, or chip deal
- Parking shall only be in designated improved parking areas. No parking in fire lanes
- Setbacks shall be in accordance with:

Element From Which Setback Is Measured	Required Setback
The edge of cul-de-sac drive	20 feet
The edge of other interior drive	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.

-END-

D:\Projects\New Developments\2025\Projects\2025 - Frontier Village - Cottages\2025 - SITE PLAN.dwg 2/26/25 10:00 AM



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



EST.

2025

COTTAGES

AT THE FRONTIER

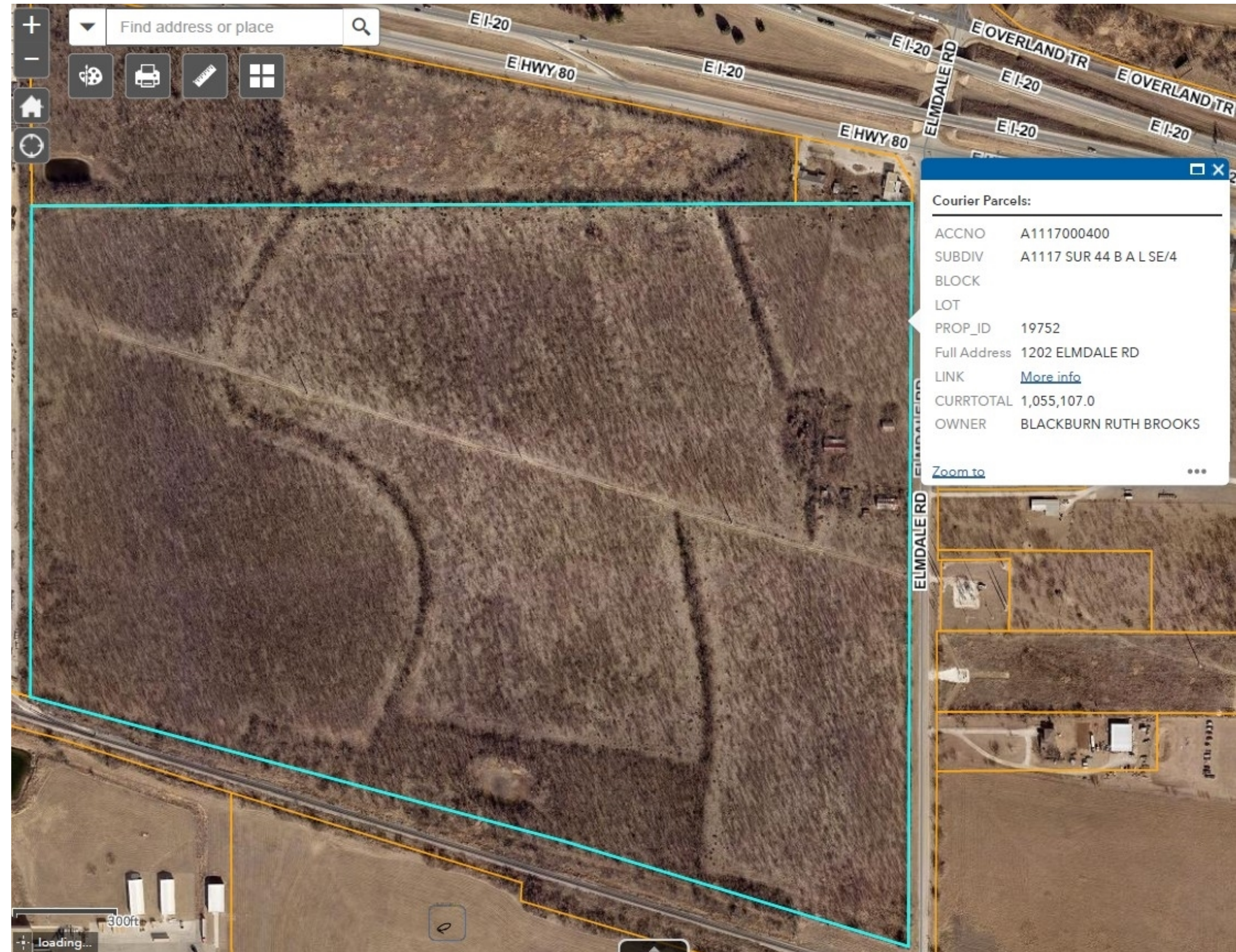
PURPOSE-BUILT LEADERSHIP VILLAGE



COTTAGES

AT THE FRONTIER

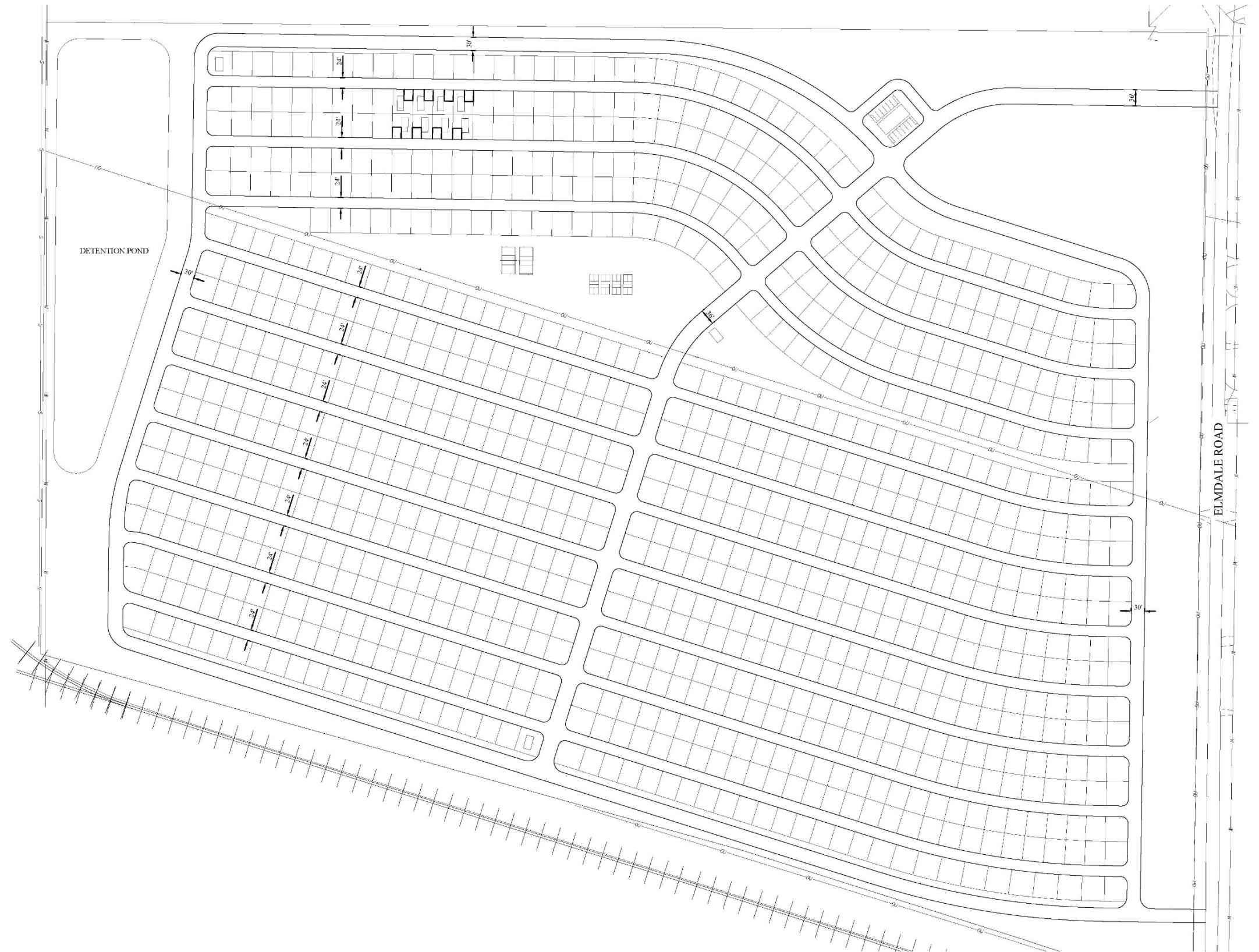
- Situated on 109 Acres
- Located at Southern axis of I-20 and Elmdale Rd.
- Current Zone: Light Industrial
- Requested Use: General Commercial
**note this is a down-zoning request*
- Request is aligned with the City of Abilene Comprehensive Plan





SITE PLAN

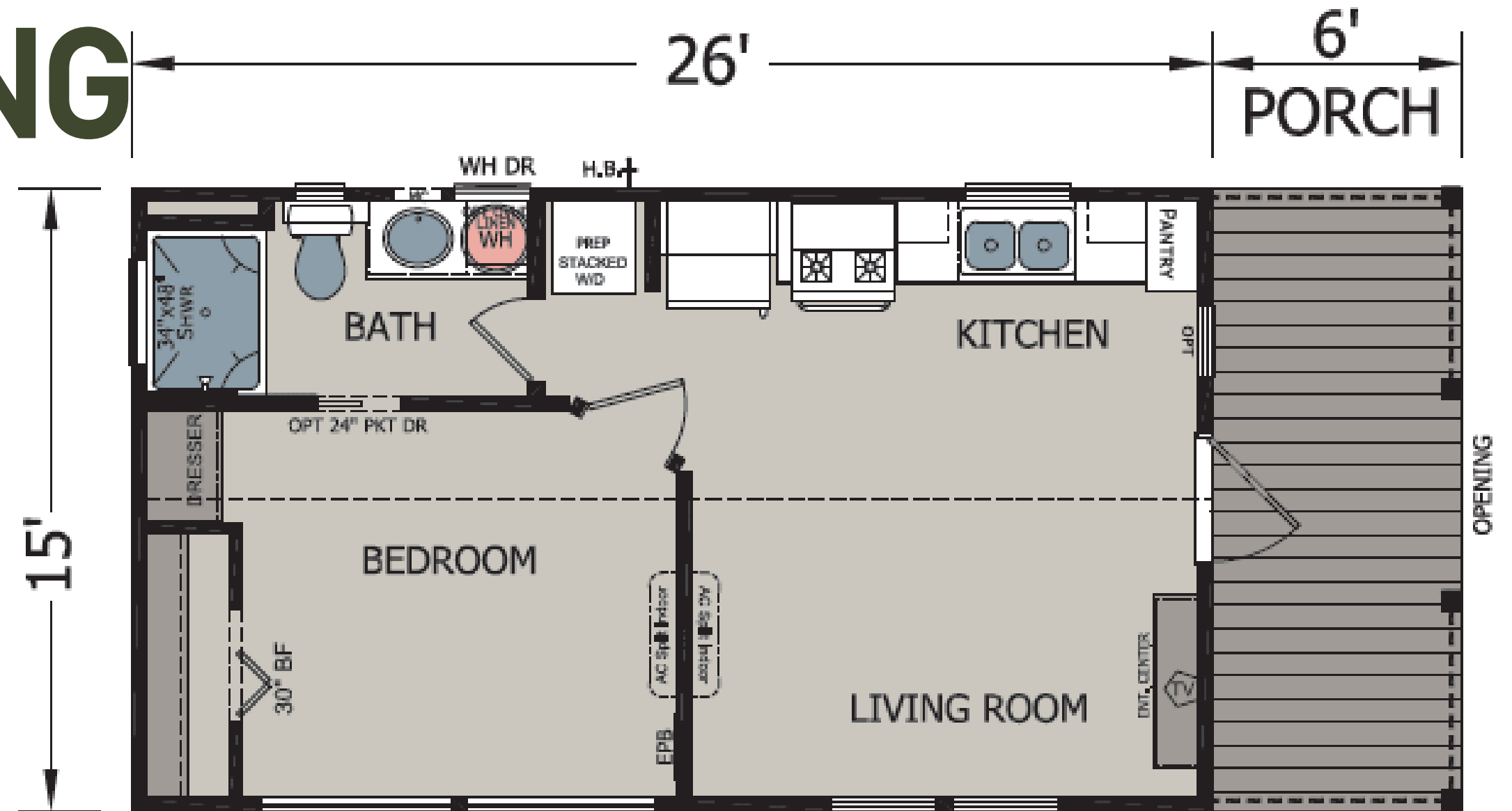
- 1,000 Leadership Cottages
- Compatible with surrounding uses; located near existing infrastructure and corridor that supports light commercial and industrial uses
- Utilities connected to municipal systems
- Safe ingress/egress with adequate sight distances and internal circulation
- Subdivision-style 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





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

- \$11 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



EST.

2025

COTTAGES

AT THE FRONTIER

**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.

Elmdale Single Family Community Against Proposal

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) Kolly & Taylor Barnhill

5150 FM 18 Abilene Tx 79602

5) Erika Meeland

144 Elmdale Road South Abilene Tx 79601

6) Matt or Miranda Fleikes

498 Elmdale Road South Abilene Tx 79601

7) Karen Sanders

120 CR 511 Abilene Tx 79601 Pet Comdau Rd

8) Dustin & Dusti Ledbetter

110 CR 511 Abilene Tx 79601

9) Ramon & Veronica Campos

CR 510 Abilene Tx 79601

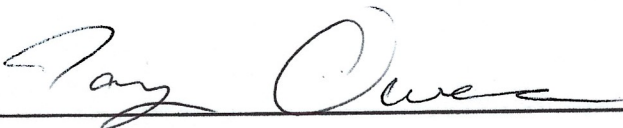
ZONING NOTIFICATION RESPONSE FORM CASE: Z-2025-44

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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:	OWENS TONY &	I am in favor	☐
Requestor's Proposed Zoning:	GC	Your Address:	1257 ELMDALE RD	I am opposed	☒
Requestor's Parcel ID:	19752	Your Parcel ID:	13549		

Signature: 

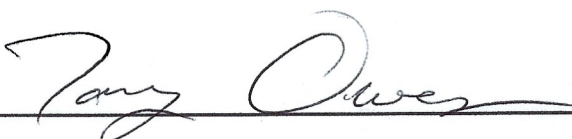
ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2025-18

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Requestor's Parcel ID:	19752	Your Parcel ID:	13549		

Signature: 

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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Requestor's Proposed Zoning:	GC	Your Address:	1233 ELMDALE RD	I am opposed	☒
Requestor's Parcel ID:	19752	Your Parcel ID:	1062950		

Signature: _____

Warren D. Harkins

NOV 20 PM 4:58

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Warren D. Harkins

NOV 20 PM 4:58

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



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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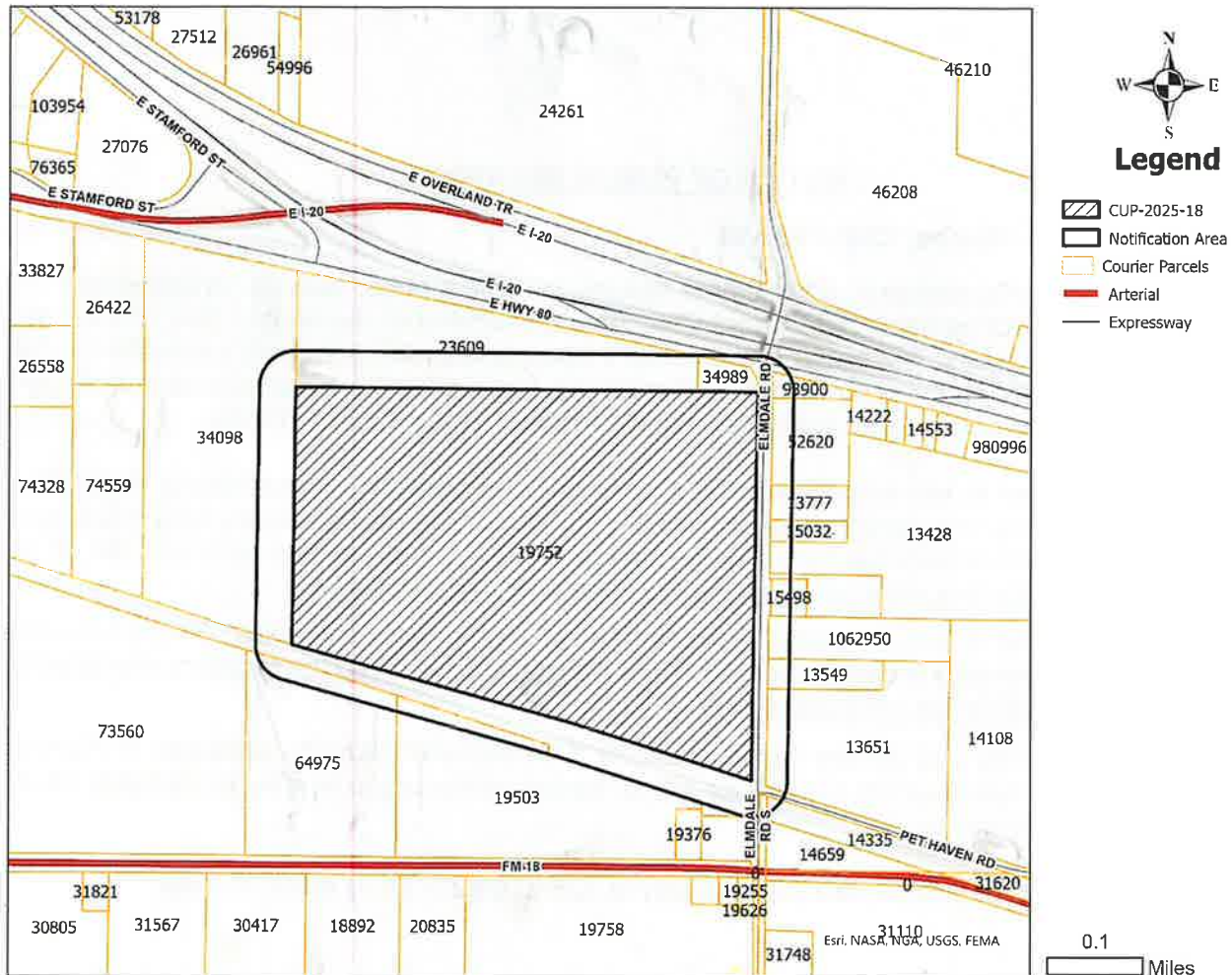
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Requestor's Proposed Zoning:	GC/CUP	Your Address:	1125 ELMDALE RD	
Requestor's Parcel ID:	19752	Your Parcel ID:	52620	I am opposed ☒

Signature: 

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 vehicles is unreasonable.
- 3) Ge/CUP Allows a land owner to use their land in a way not permitted by ordinary zoning regulations
- 4) We live in city (proper) because we want the safety of zoning
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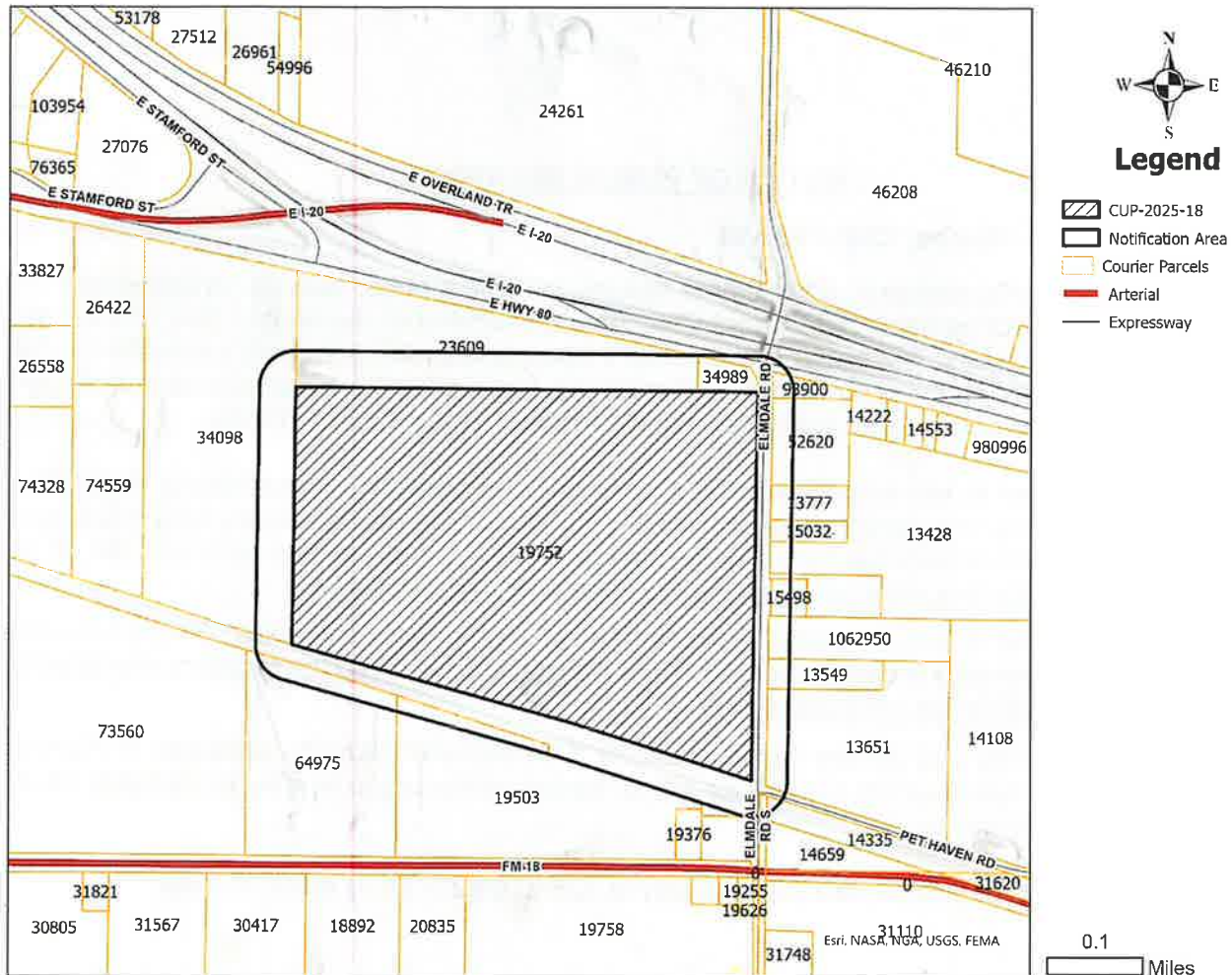
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CUP-2025-18



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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

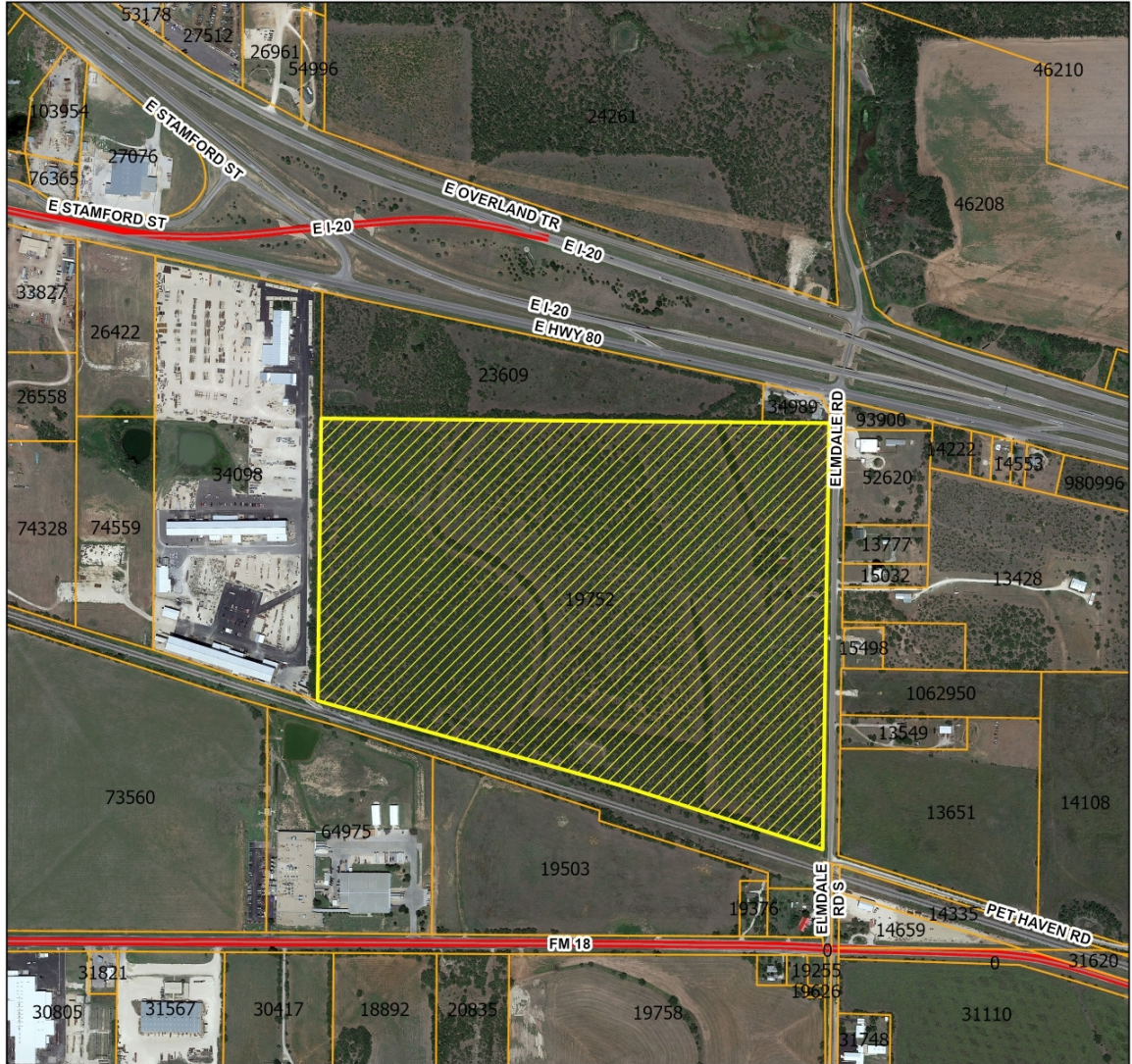
Planning & Zoning: December 2, 2025

Council Hearing: December 18, 2025
January 8, 2026





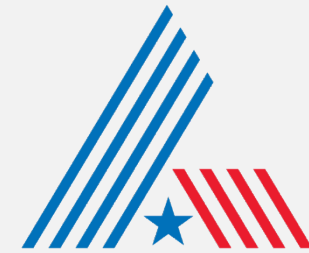
AERIAL LOCATION MAP



Legend

- CUP-2025-18
- Courier Parcels
- Arterial
- Expressway

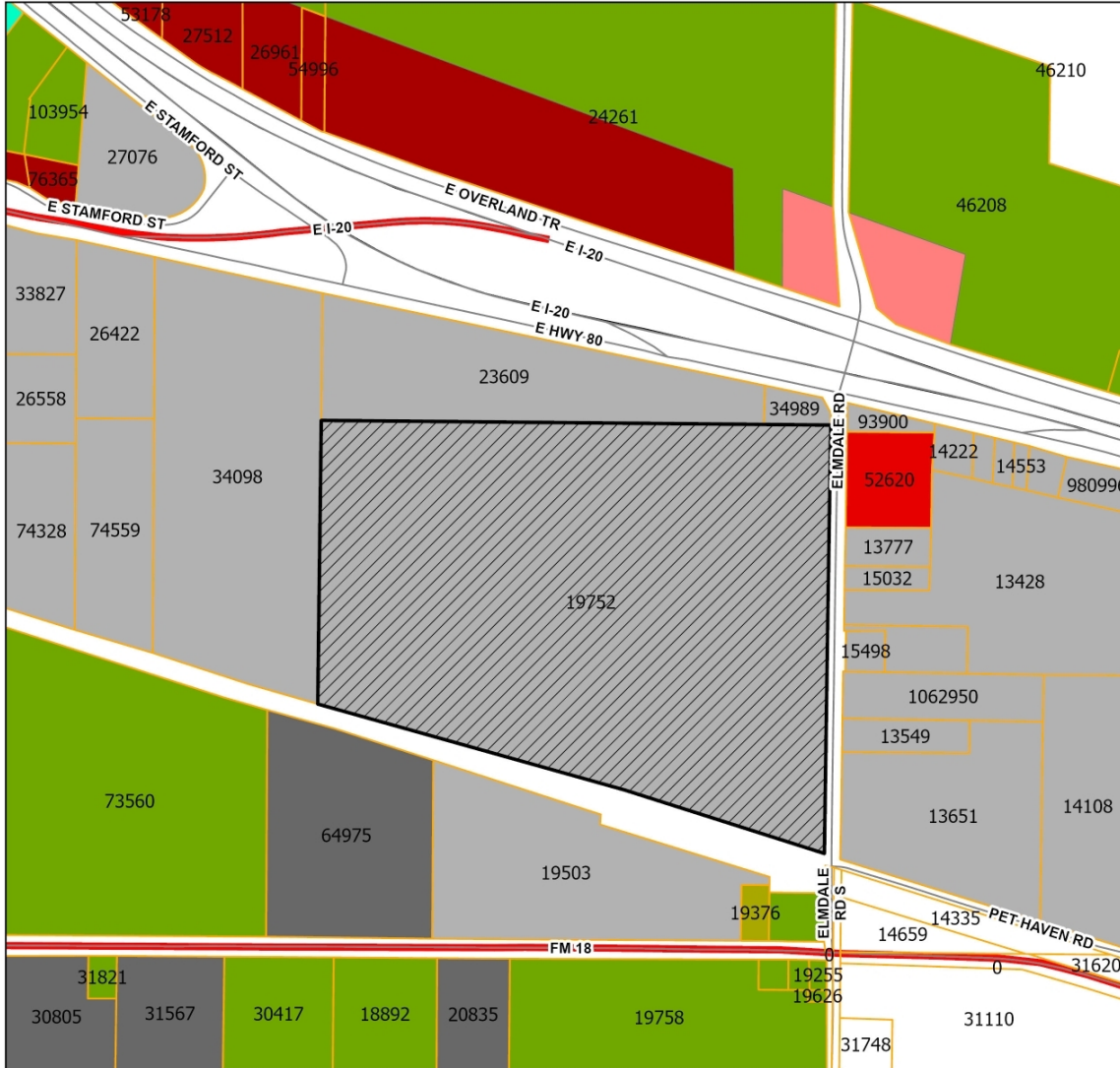
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CITY OF
ABILENE
TEXAS



ZONING MAP

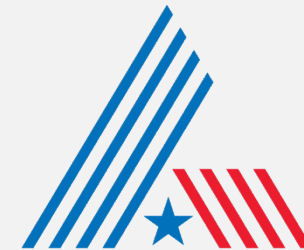


Legend

- 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

Subject Property



Neighboring Property



Neighboring Property



Neighboring Property



Neighboring Property



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

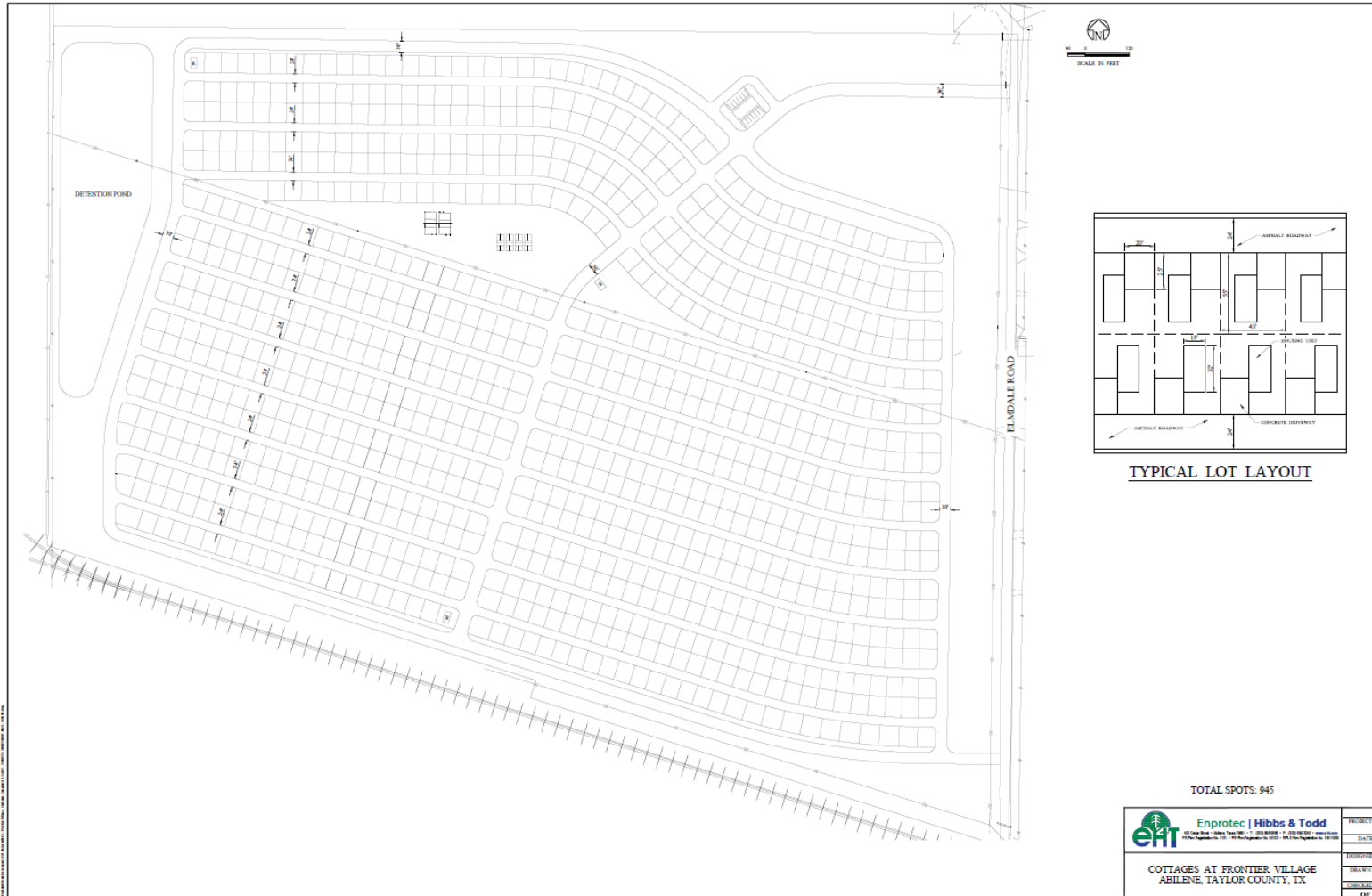
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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



CITY OF
ABILENE
TEXAS

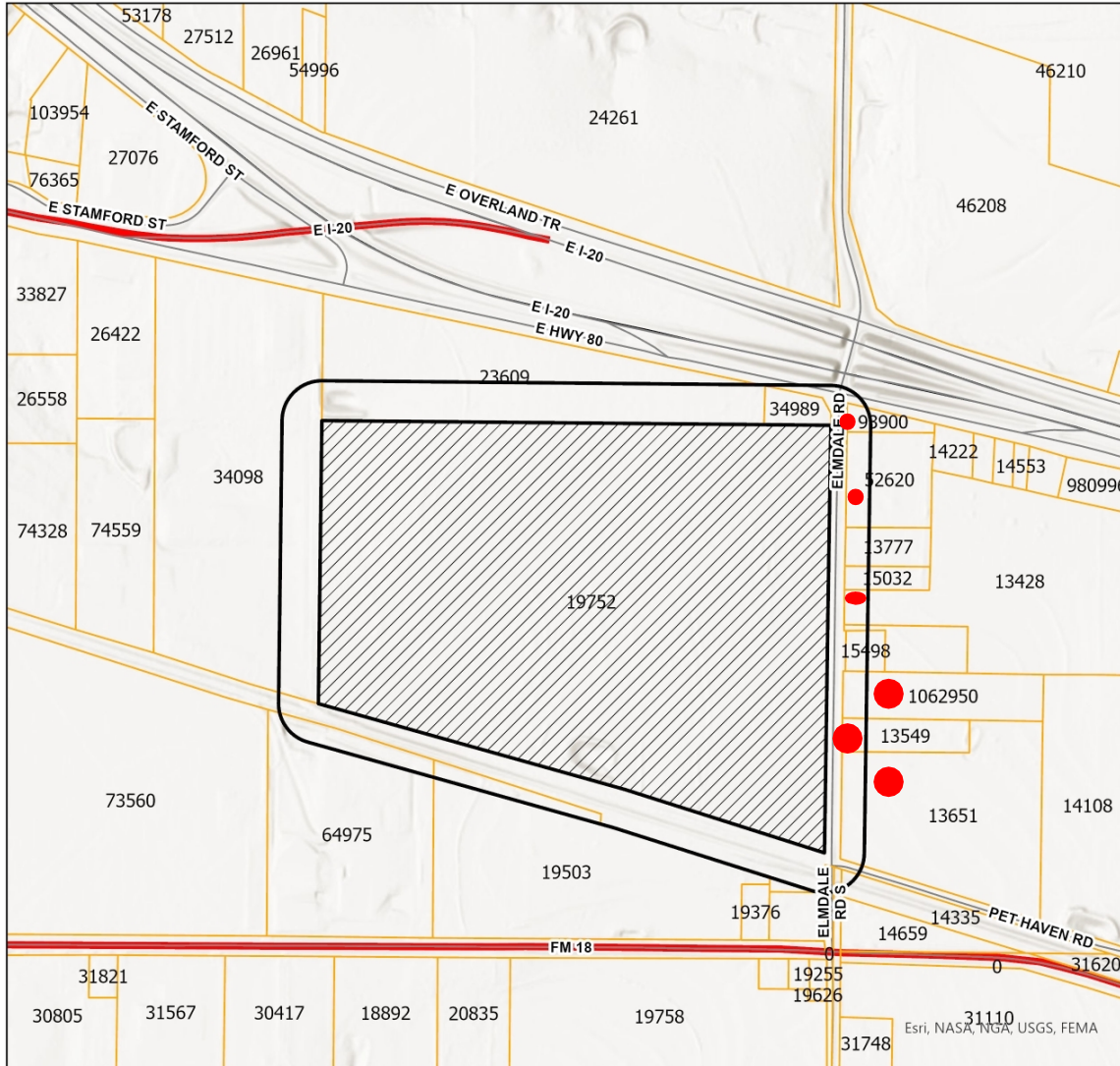


CONCEPT PLAN





NOTIFICATION AREA MAP



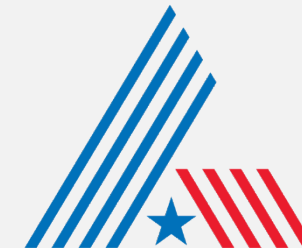
Legend

- CUP-2025-18
- Notification Area
- Courier Parcels
- Arterial
- Expressway

0- In Favor-

6- Opposed-

11.0% Opposition



CITY OF
ABILENE
TEXAS



CONDITIONS

- Limited to a maximum density of 10 units per acre
- Type B buffer shall be required
- Private drives shall meet the minimum width of the Fire Code and LDC width and striped as a fire lane
- Dumping stations shall be located a minimum of 200' from any rv site, and 300' from any neighboring residential use
- TIA shall be required, and Public Traffic Improvements shall be made in accordance with the results of the impact study before any certificates of occupancies are issued
(phased construction ok with City Engineer approval)
- Park shall have directional and pad site signage clearly marked for emergency services
- Paving shall be a consist of concrete, asphalt or chip seal





CONDITIONS

- Parking shall only be in designated parking improved areas. no parking on fire lanes
- Setbacks shall be in accordance with:

Element From Which Setback Is Measured	Required Setback
The edge of cul-de-sac drive	20 feet
The edge of other interior drive	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.





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.

Staff recommends approval with conditions:





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **12. Ordinance (Final Reading) Z-2025-45: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 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? No

UPDATED ON:

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

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

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

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

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

PASSED ON FIRST READING the 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 $\frac{1}{4}$ 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';

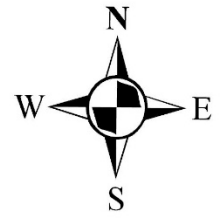
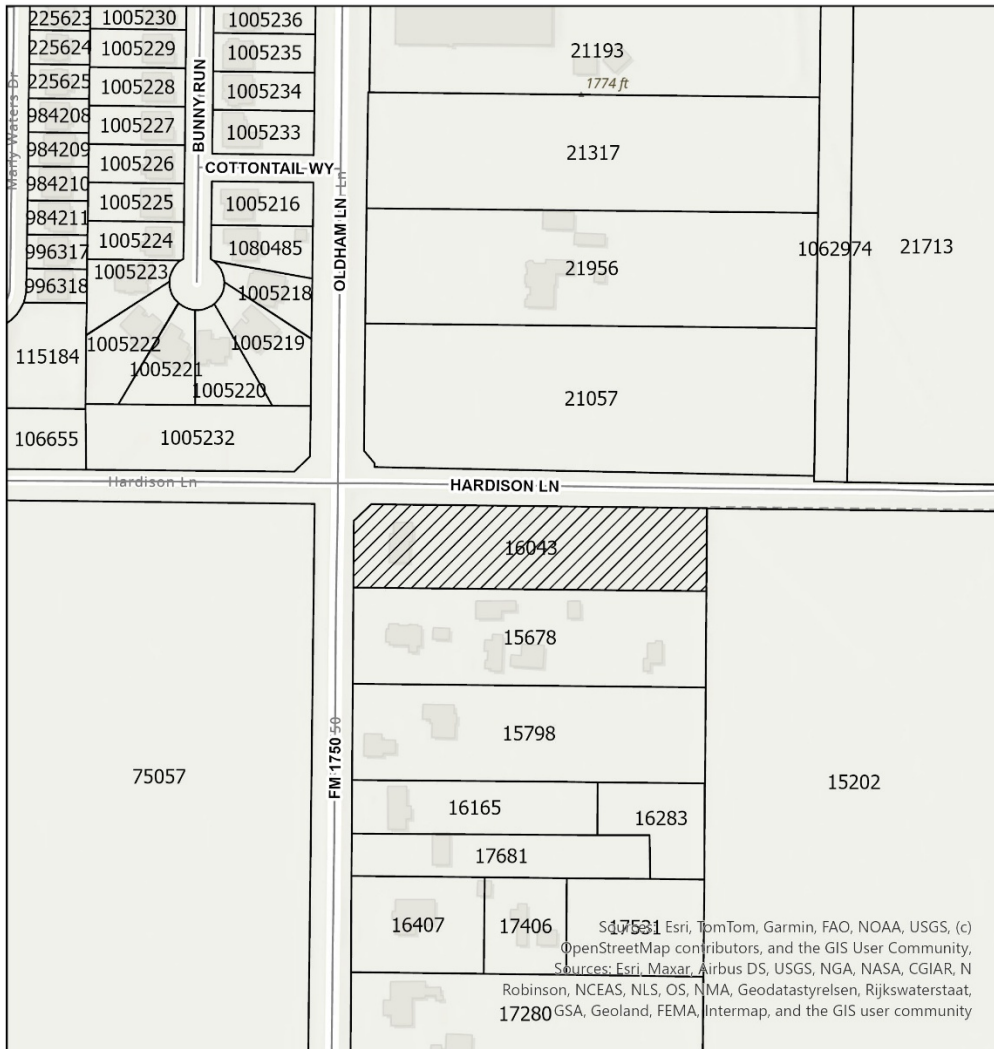
THENCE S 89°49'E 637.0' ALONG THE LINE OF AN OLD FENCE ALONG THE SOUTH LINE OF A PUBLIC ROAD TO AN IRON PIN SET IN THE OLD FENCE LINE ALONG THE EAST SIDE OF SAID WEST 40 ACRES, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 25.5 ACRE TRACT;

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.



0.07

] Miles

 Z-2025-45

END

ZONING CASE

Z-2025-45

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

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

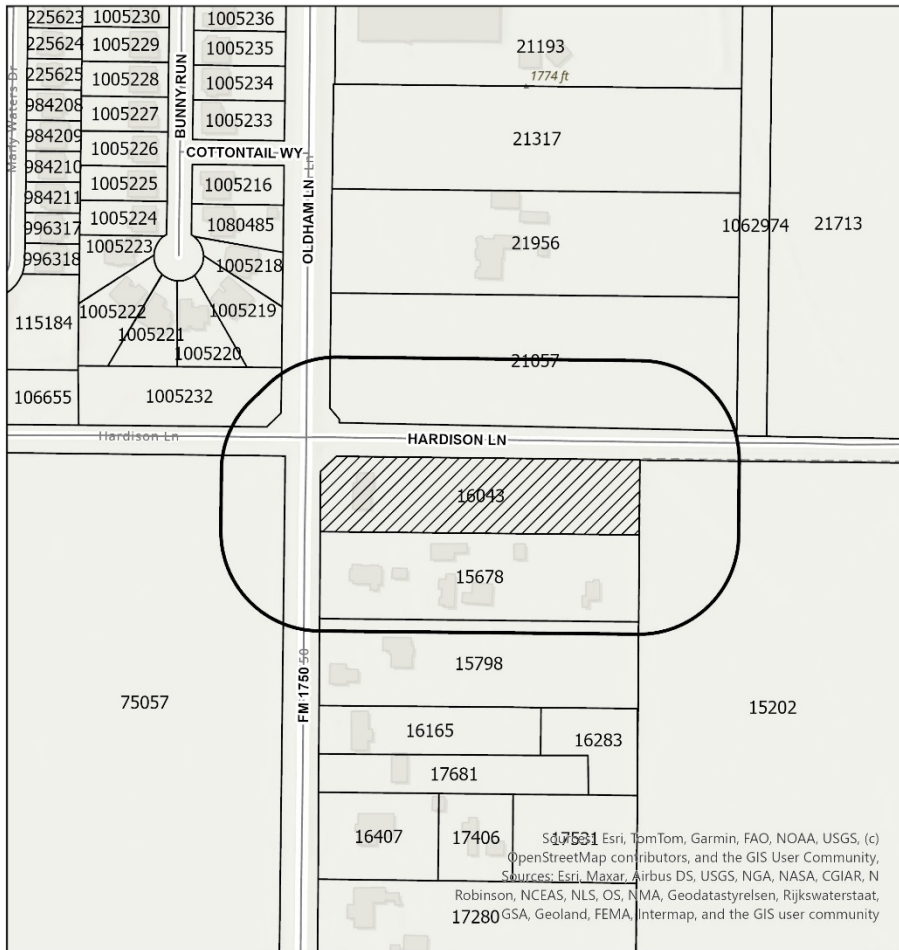
- PowerPoint Presentation
- Metes & Bounds
- Application

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:

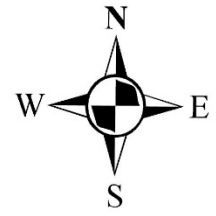
PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CAMPBELL JIMMY WAYNE &	21057		
DRAPER KENDON & WHITNEY	15678	3551 B FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 C FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 A FM 1750	O
DRAPER KENDON & WHITNEY	15678	3551 FM 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



Z-2025-45
 Notification Area

LOCATION MAP

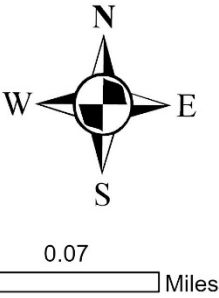
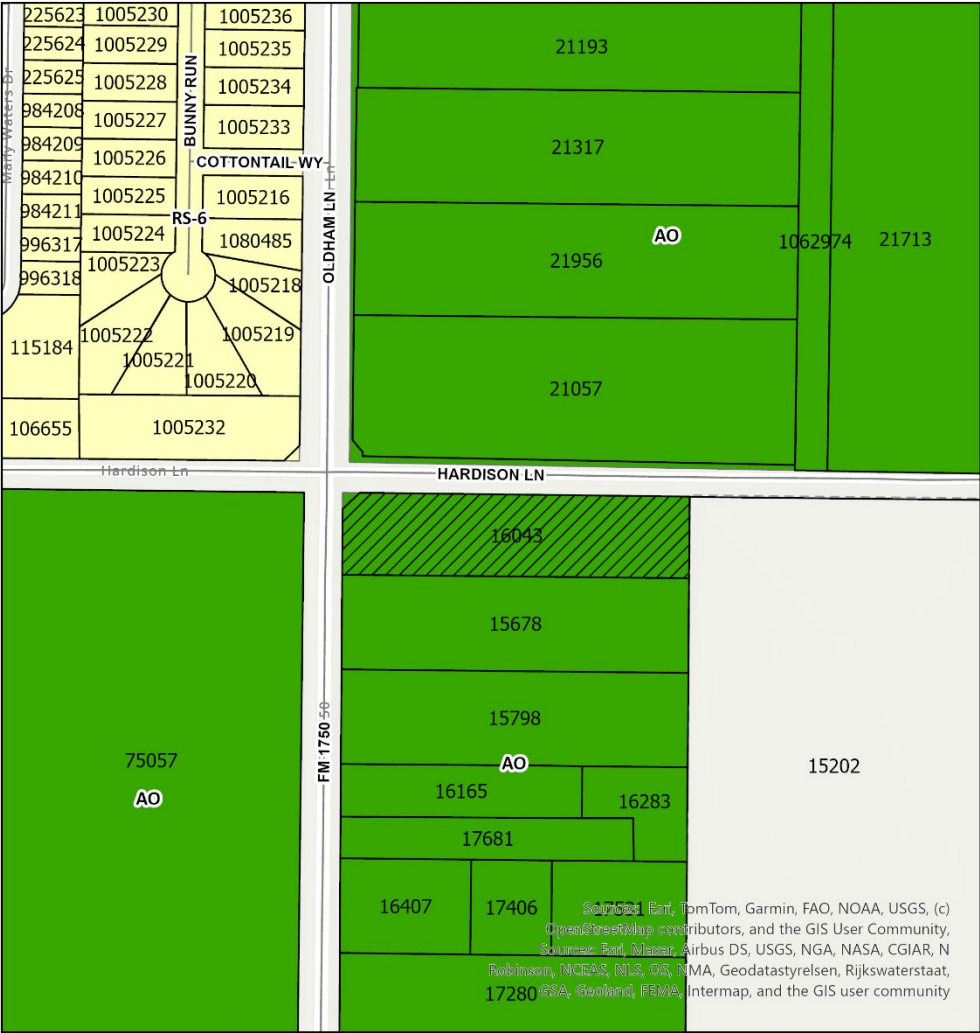


0.07

Miles

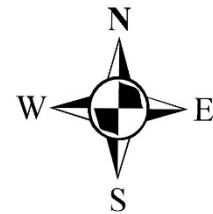
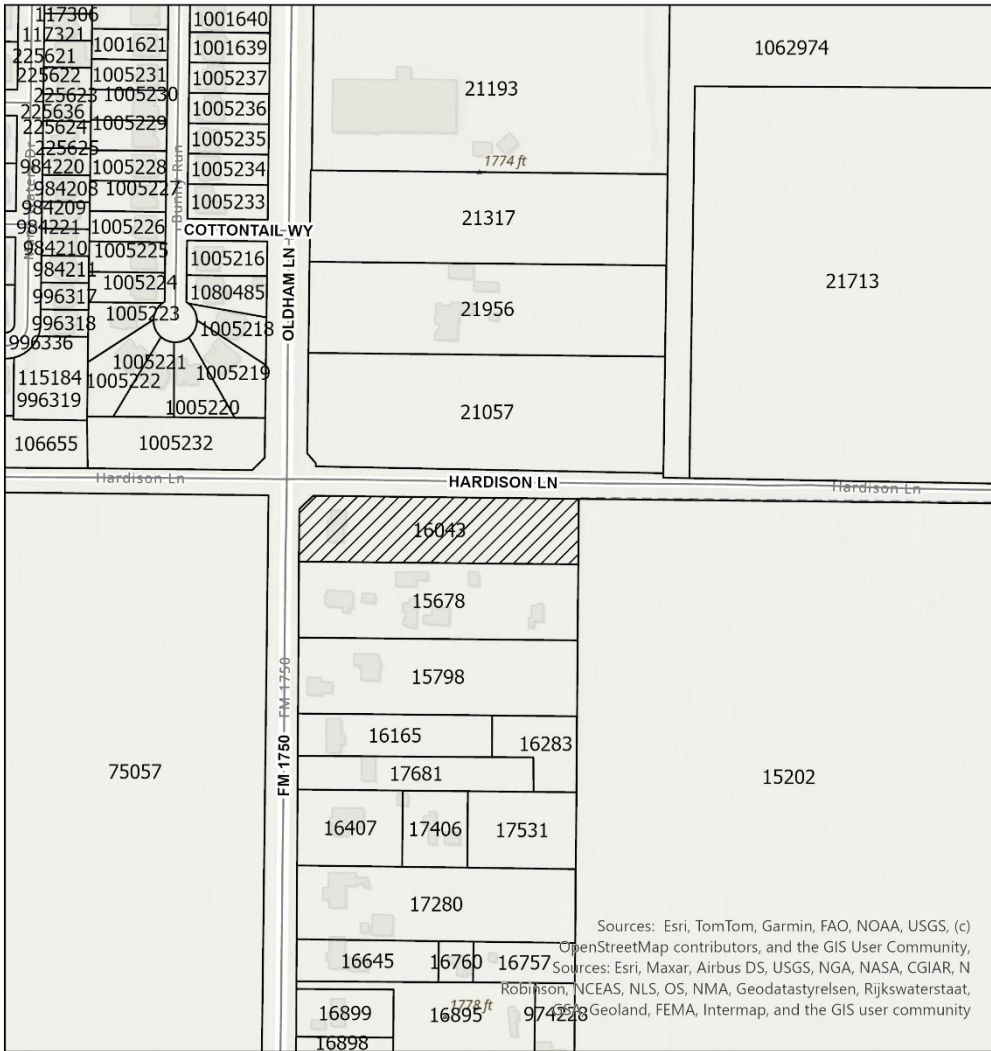
Z-2025-45

ZONING MAP



- Zoning Districts
- Z-2025-45
 - AO
 - RS-6

FLOOD MAP



0.09 Miles

- FEMA Flood Zones**
- Floodway
 - 100 Year 1%
 - 500 Year .2%
 - 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: 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: [Signature] 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.

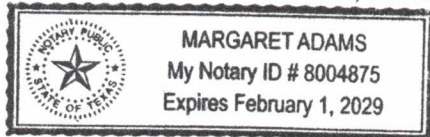
Property Owner's Signature: [Signature] Date: 10-27-25

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
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? ☐ 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: _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a series of loops and a horizontal line.

DATE: 10-27-25

We have 7 Reathl units on Parcel #15898 already. Two are designated to fall. We have had some enforcement issues at two of these. Negative to my South friends shed made into. I had to chase one tenant on a motorcycle at 7:00 AM riding on my property. Reathl's breed problems. In our semi-rural area, Reathl's tend to be not respectful of others due to their loose attitudes towards others. We moved here for the peace and quiet. No more Reathls,

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
Requestor's Proposed Zoning: RS-6
Requestor's Parcel ID: 16043

Your Name: FOURNIER JERE L &
Your Address: 3549 FM 1750
Your Parcel ID: 15798

I am in favor ☐
I am opposed ☒

Signature: _____

Joe L. Fournier

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 3:05

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 McLeod

If opposed, please provide comments:

Hardison Lane + 1750 are too
narrow 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).

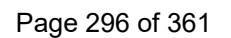
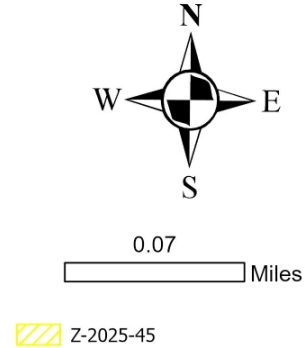
Location: Located 3557 FM 1750

Notification: 0 in Favor, 3 in Opposition

Planning & Zoning: December 2, 2025

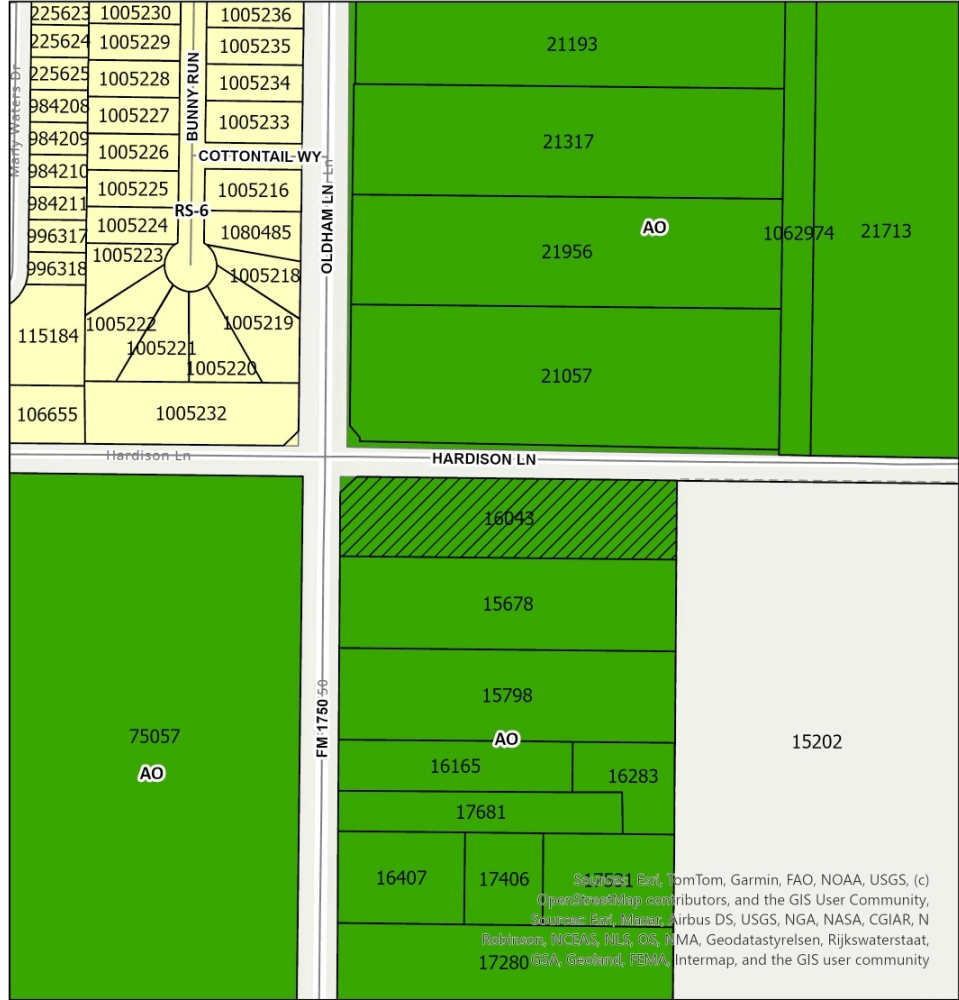
Council Hearing: December 18, 2025
January 8, 2026







ZONING MAP



0.07

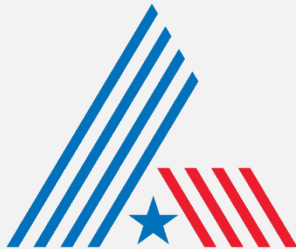
Miles

Z-2025-45

Zoning Districts

AO

RS-6



CITY OF
ABILENE
TEXAS

Source: Esri, Intel, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements
Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

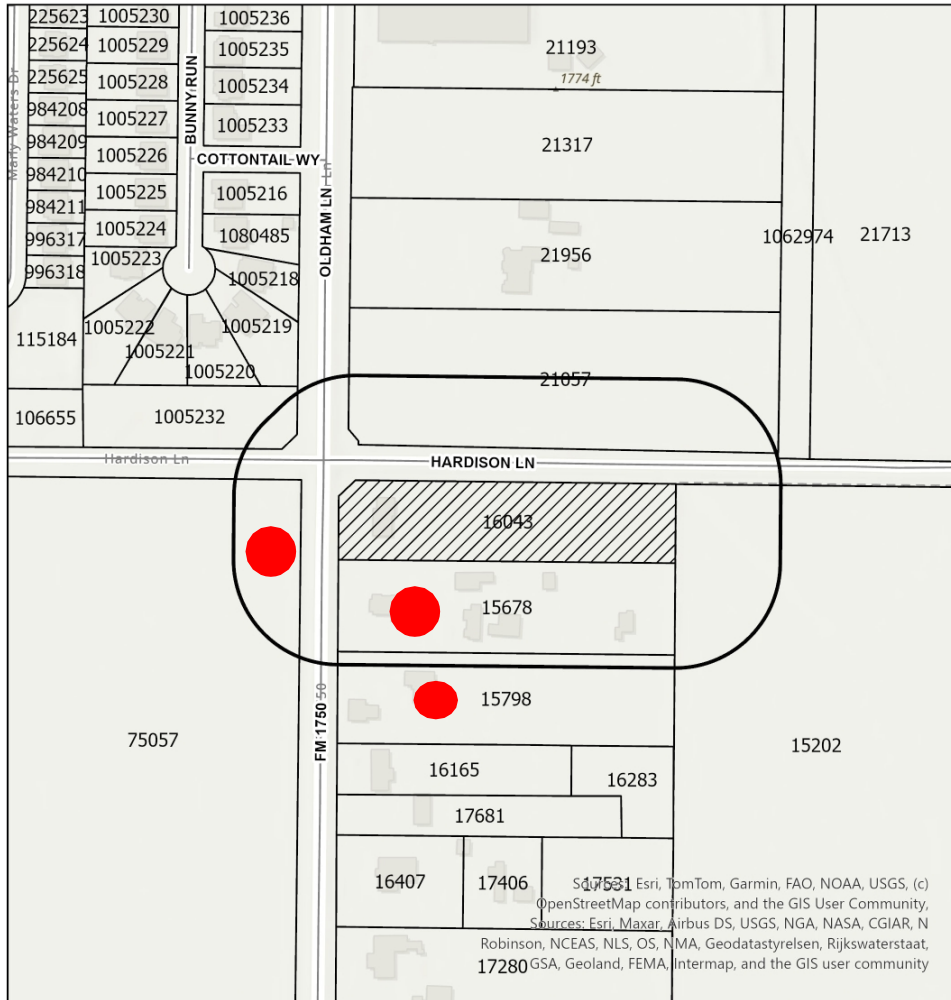
LEGEND

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





NOTIFICATION AREA MAP



Z-2025-45
 Notification Area

0 - in Favor -
3 - in Opposition -
37.59% in Opposition



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



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **13. Ordinance (Final Reading) CUP-2025-19: 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 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.

Because the zoning approval of the Conditional Use Permit for duplexes will provide 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 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? No

UPDATED ON:

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 $\frac{1}{4}$ 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;

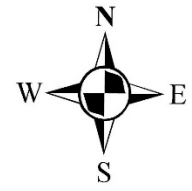
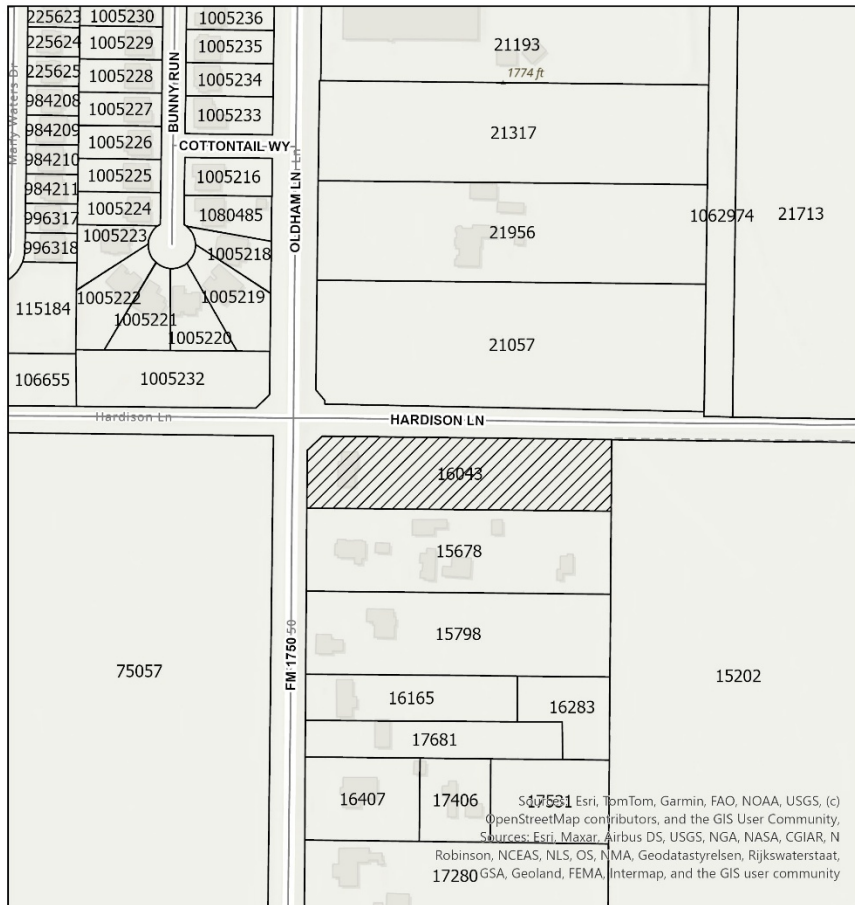
THENCE S 0°02W' 171.0' ALONG THE SAID OLD FENCE LINE TO AN IRON PIN;

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. _____

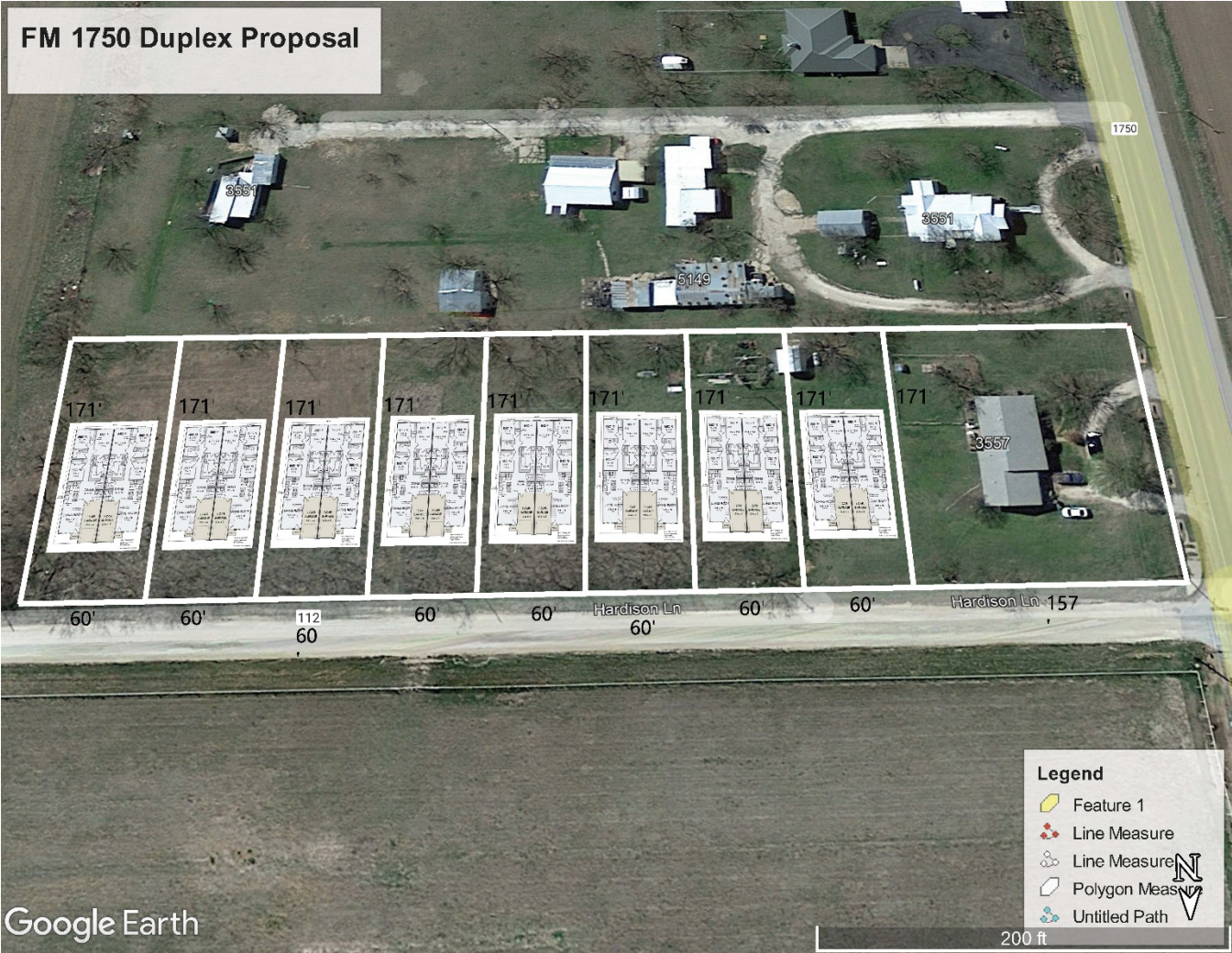


0.07

☐ Miles

 CUP-2025-19

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

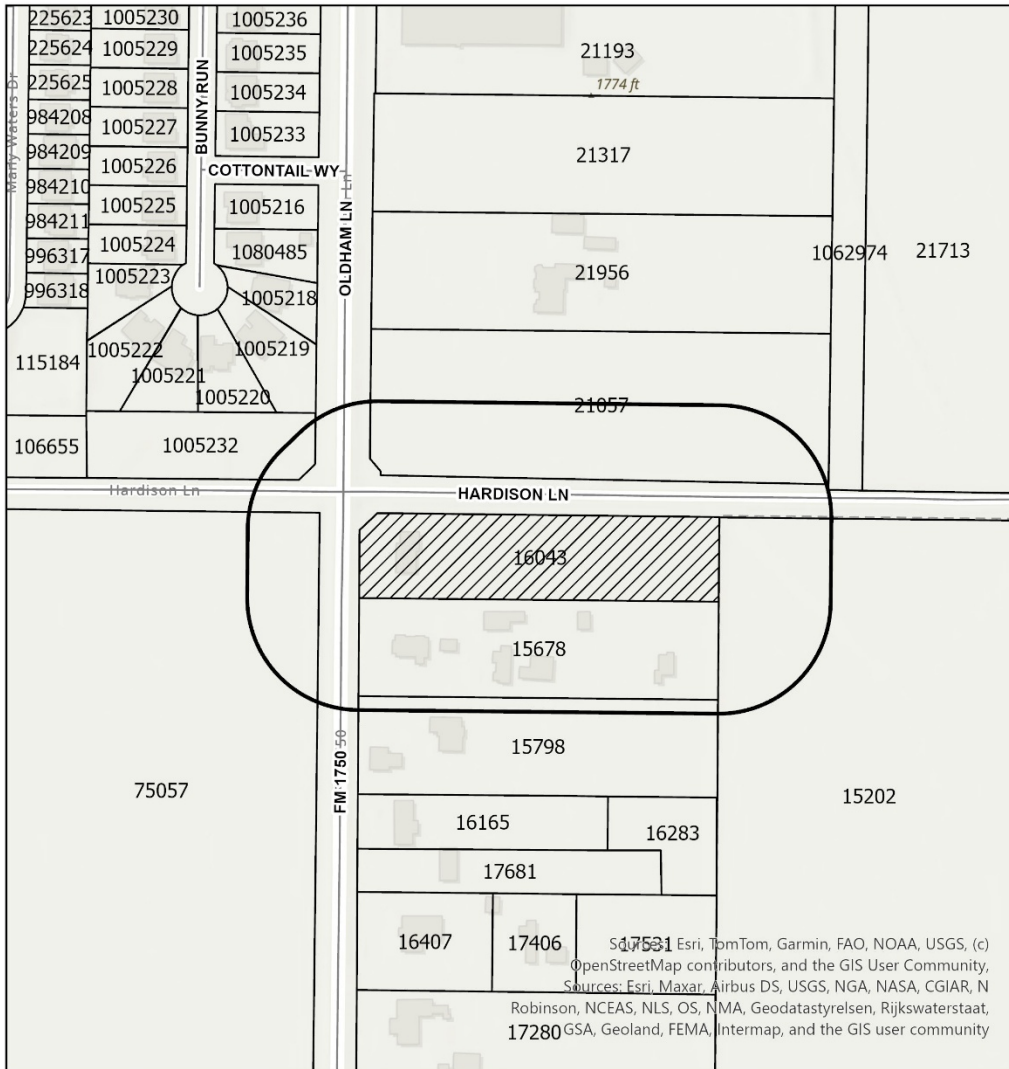
- Concept Plan
- PowerPoint Presentation
- Application

Notification

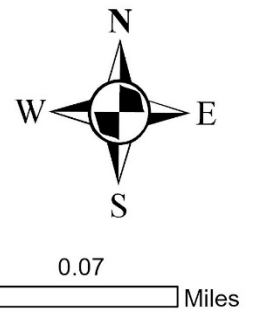
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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



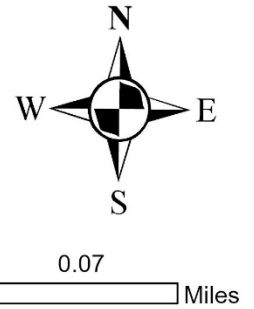
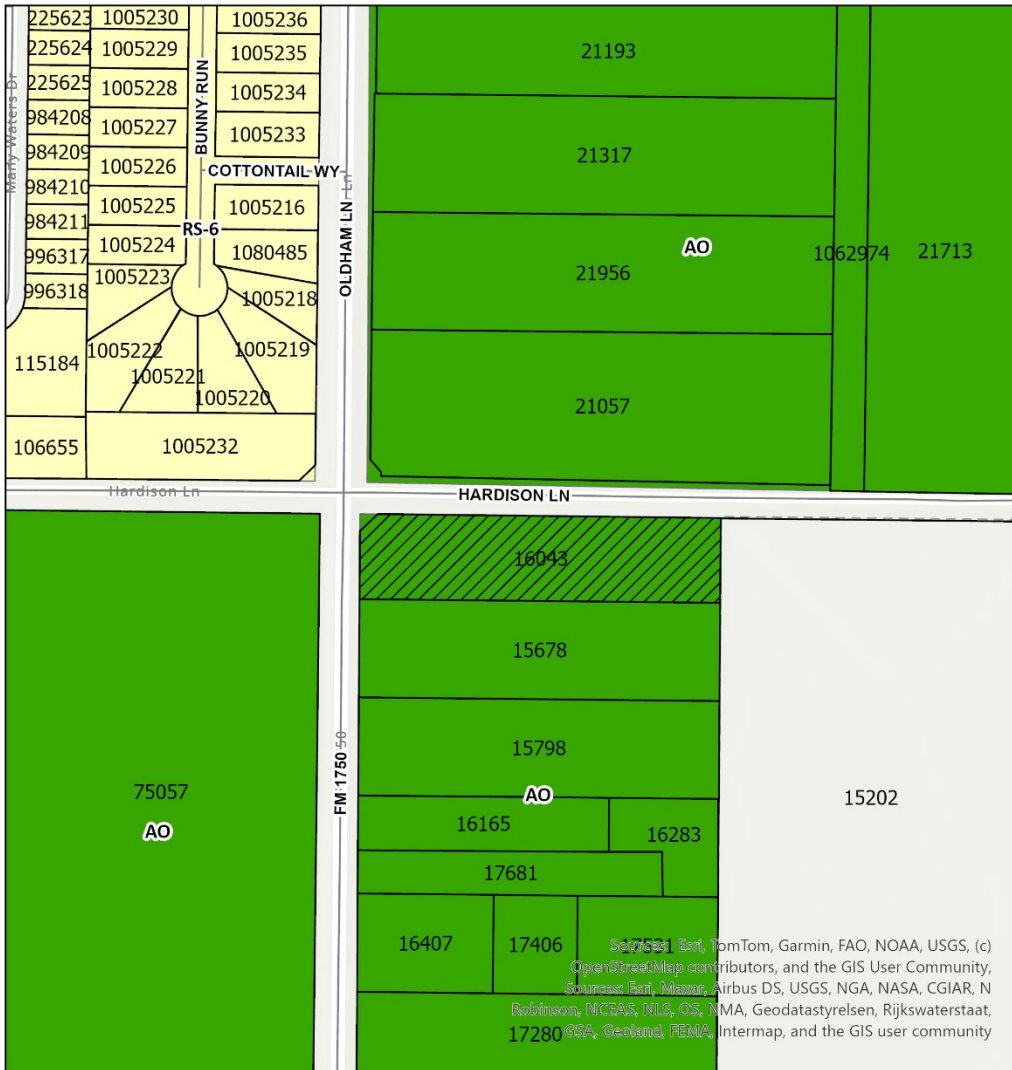
LOCATION MAP



 CUP-2025-19

Source: Esri, DeLorme, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
 Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, NGA, NASA, CGAR, N Robinson, NCEAS, NLS, GS, NIMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

ZONING MAP

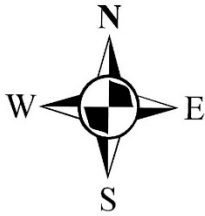
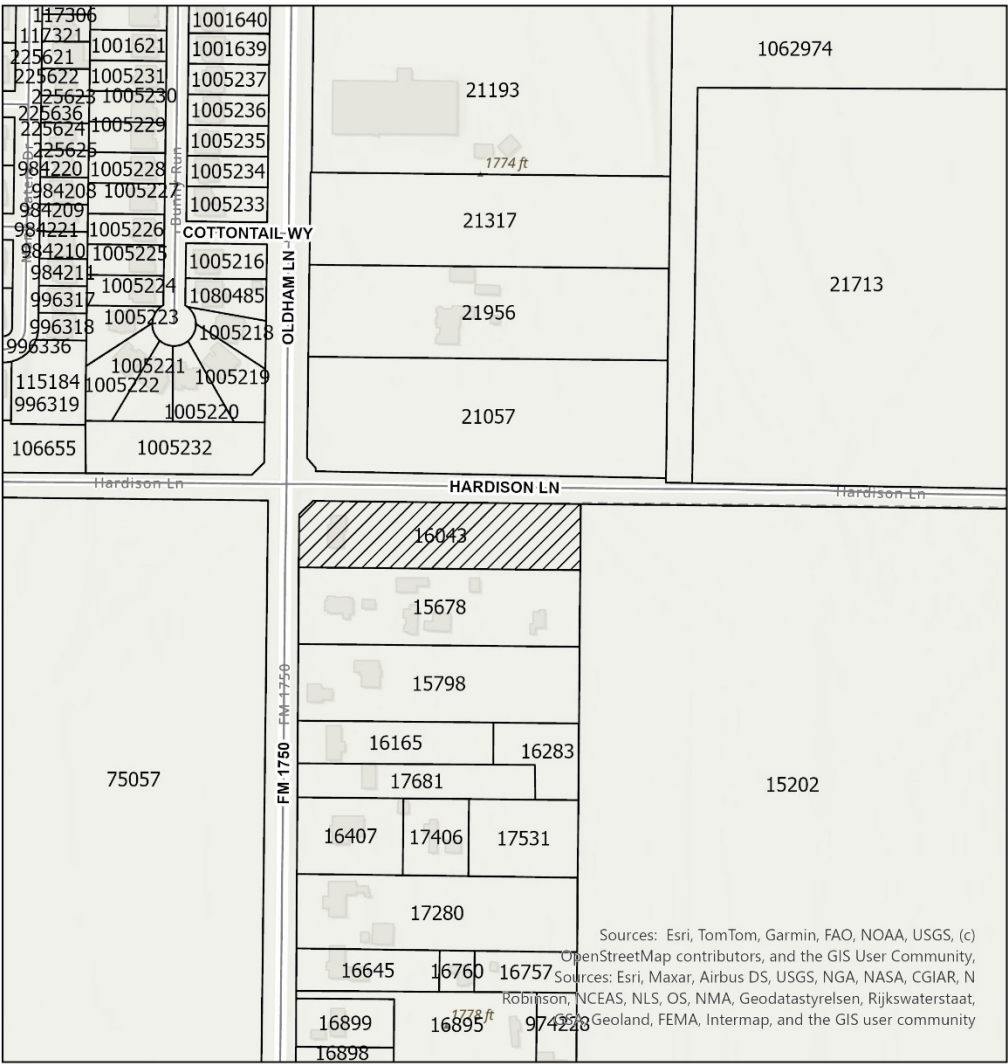


Zoning Districts

- CUP-2025-19
- 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, 17280 GSA, Geoland, FEMA, Intermap, and the GIS user community

FLOOD MAP



0.09

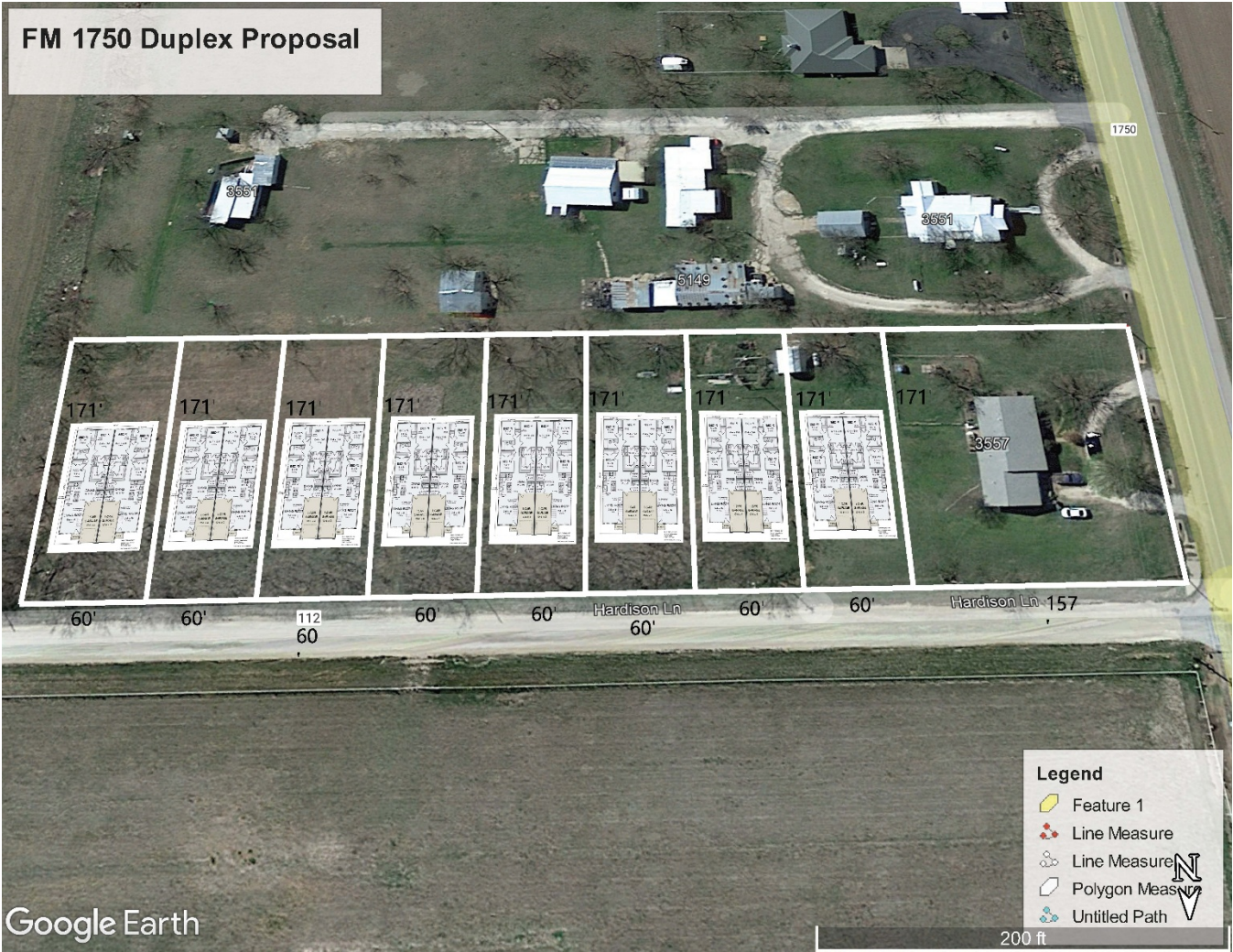
Miles

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

CONCEPT PLAN



FM 1750 Duplex Proposal



Legend

- Feature 1
- Line Measure
- Line Measure
- Polygon Measure
- Untitled Path

200 ft

Page 317 of 361



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: [Signature] 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.

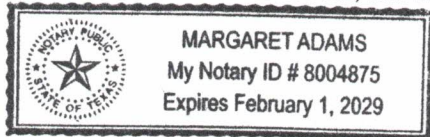
Property Owner's Signature: [Signature] Date: 10-27-25

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
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? ☐ 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.

A handwritten signature in black ink, appearing to be "C. J. H.", written over a horizontal line.

SIGNED: _____

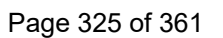
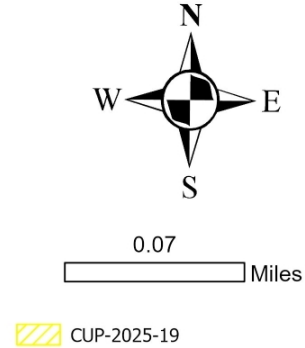
DATE: 10-27-25



CONDITIONAL USE PERMIT

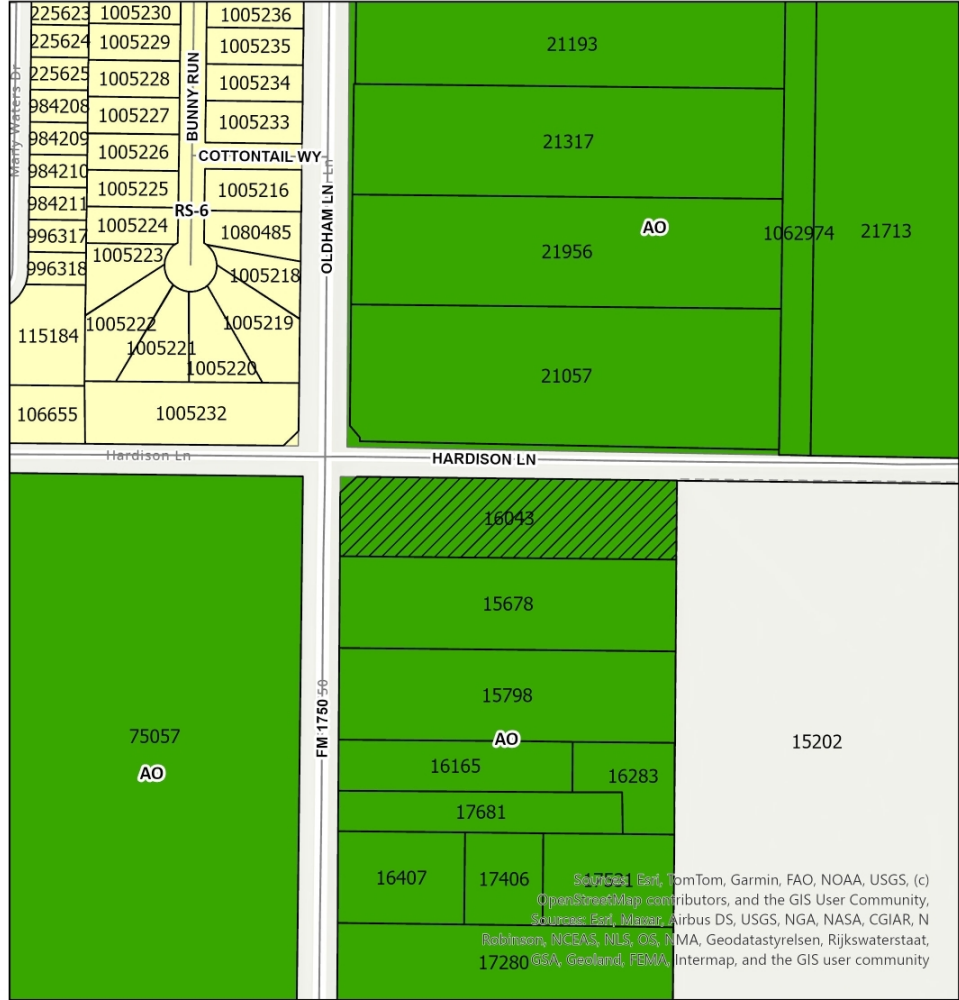
Case:	CUP-2025-19
Agent:	Christopher Hart
Owner:	Skip Row Properties LLC
Request:	A Conditional Use Permit to allow for duplexes within Residential Single-Family (RS-6) zoning.
Location:	3557 FM 1750
Notification:	0 in Favor, 3 in Opposition
Planning & Zoning:	December 2, 2025
Council Hearing:	December 18, 2025 January 8, 2026







ZONING MAP



0.07

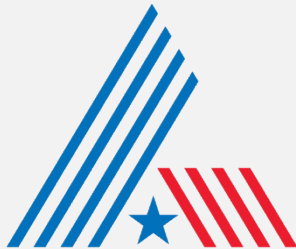
Miles

CUP-2025-19

Zoning Districts

AO

RS-6



CITY OF
ABILENE
TEXAS

Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Intel, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, 17280 GSA, Geoland, FEMA, Intermap, and the GIS user community



USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





PROPERTY VIEWS



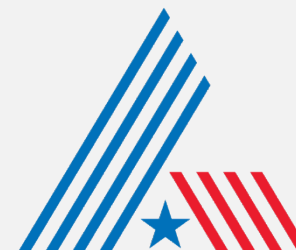


SURROUNDING PROPERTY VIEWS

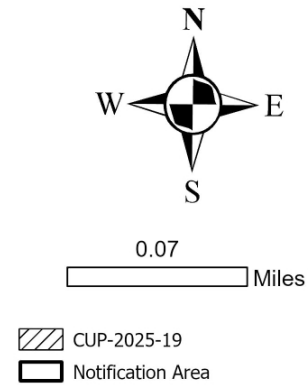




CONCEPT PLAN



CITY OF
ABILENE
TEXAS



0 - In Favor- ●
3- Opposed- ●
37.59% in Opposition





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.





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **14. Ordinance (Final Reading) Z-2025-46: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.74 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:

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

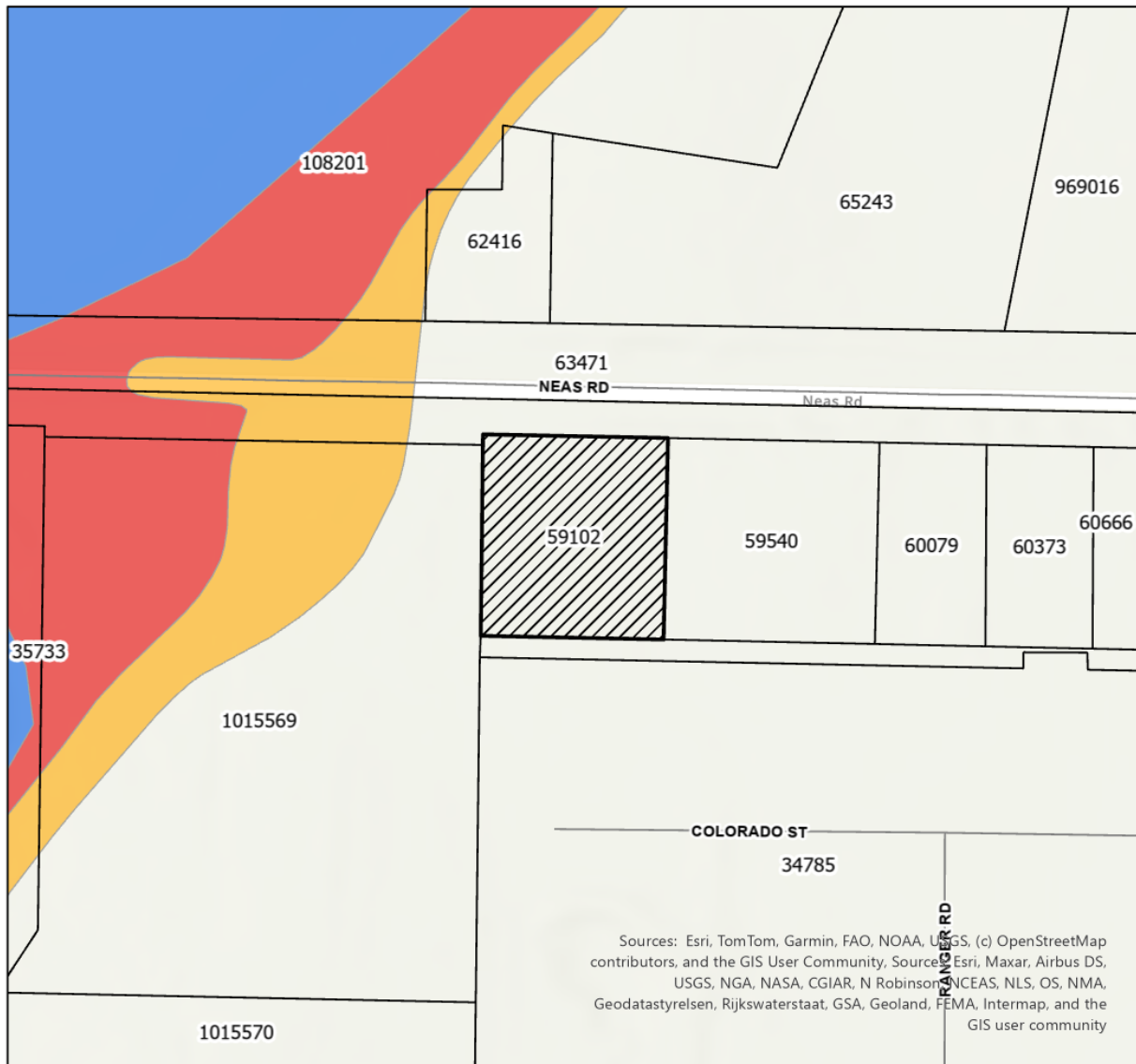
ORDINANCE NO. _____

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



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

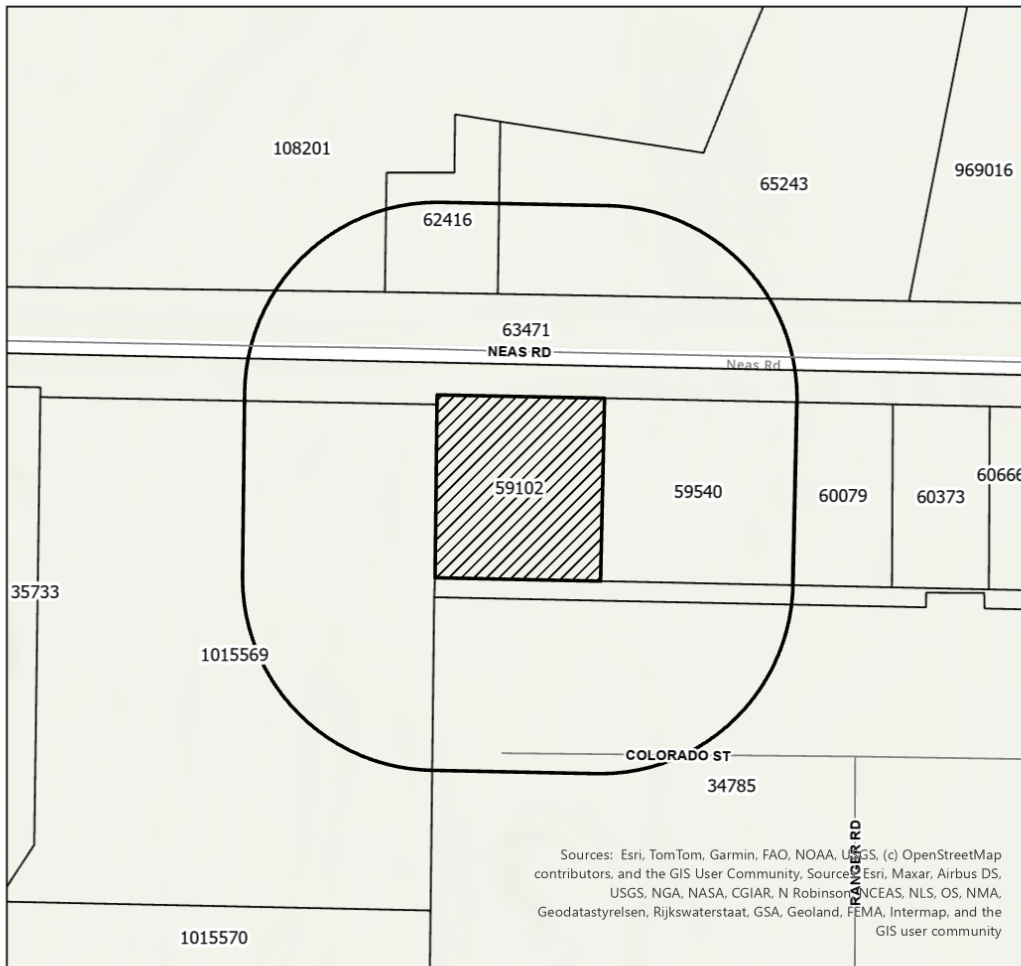
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

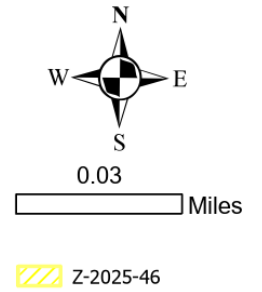
Legend: O - Opposed, F - In Favor

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	

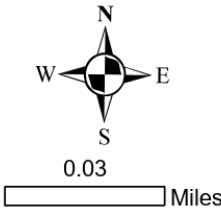
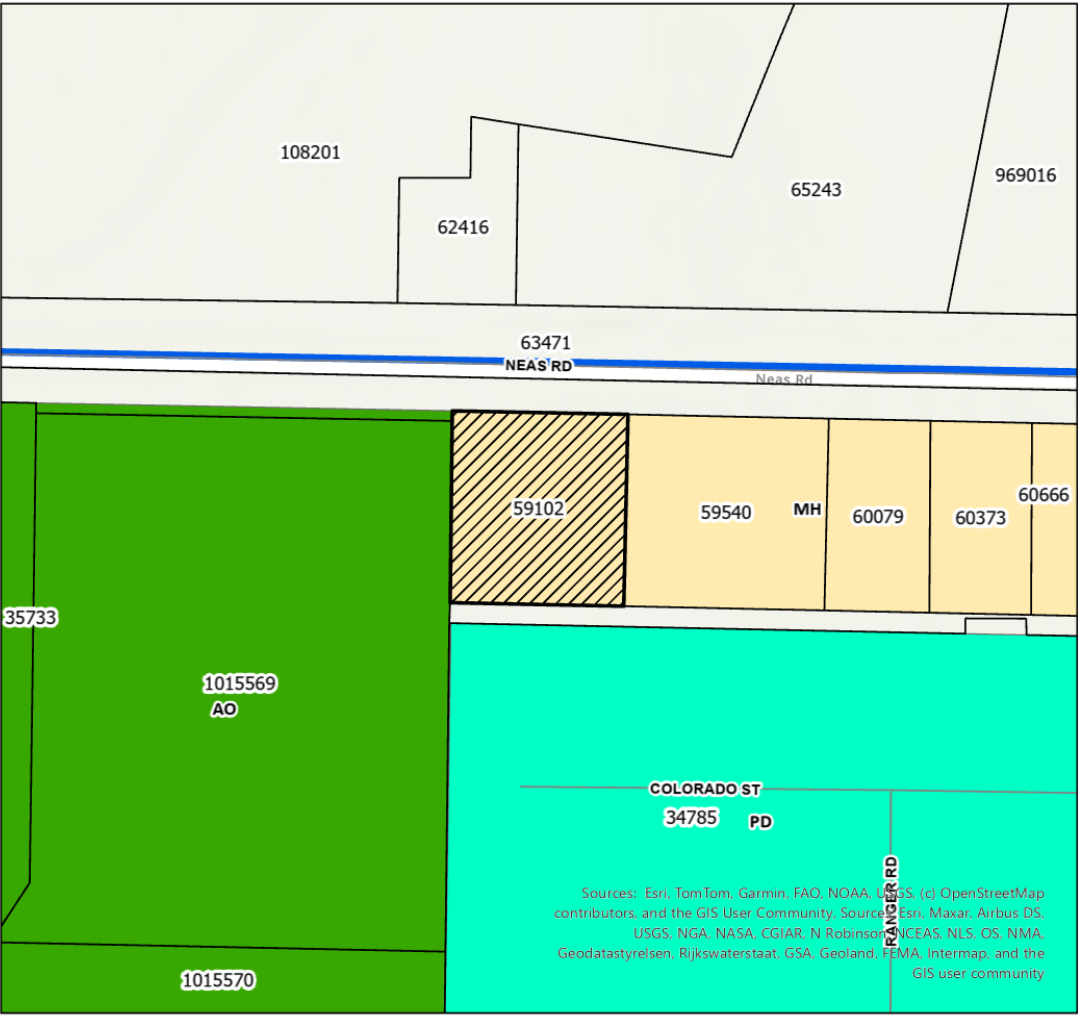
NOTIFICATION MAP



LOCATION MAP

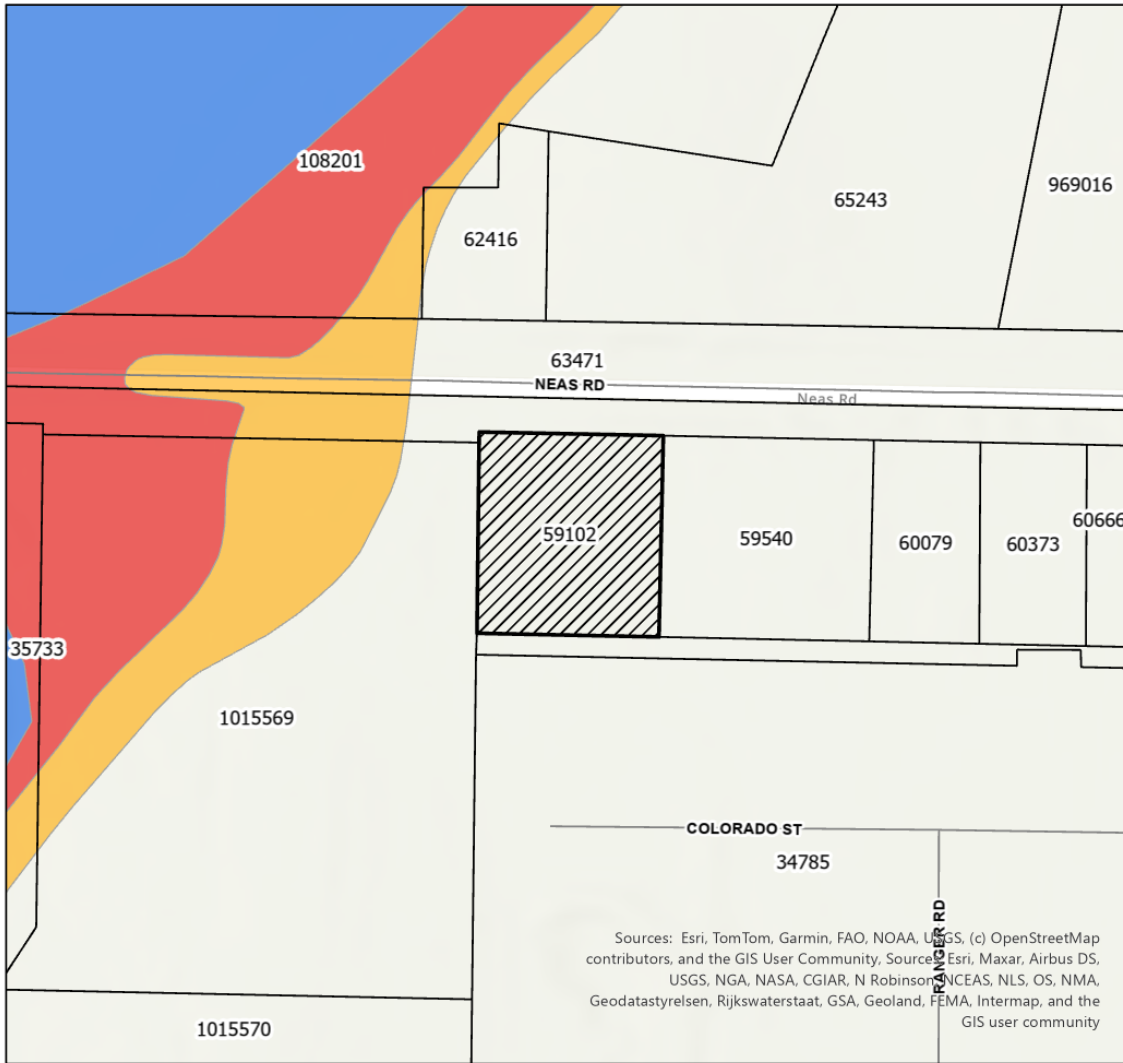


ZONING MAP



- Z-2025-46**
- Zoning Districts**
- AO
 - MH
 - PD

FLOOD MAP



0.03

Miles

Z-2025-46

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

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



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? ☐ 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.

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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)

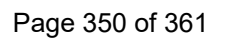
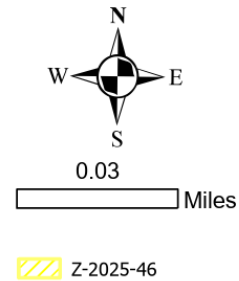
Location: 317 Neas Road

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: December 2, 2025

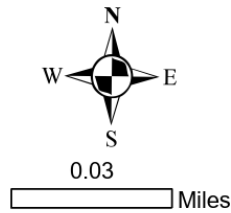
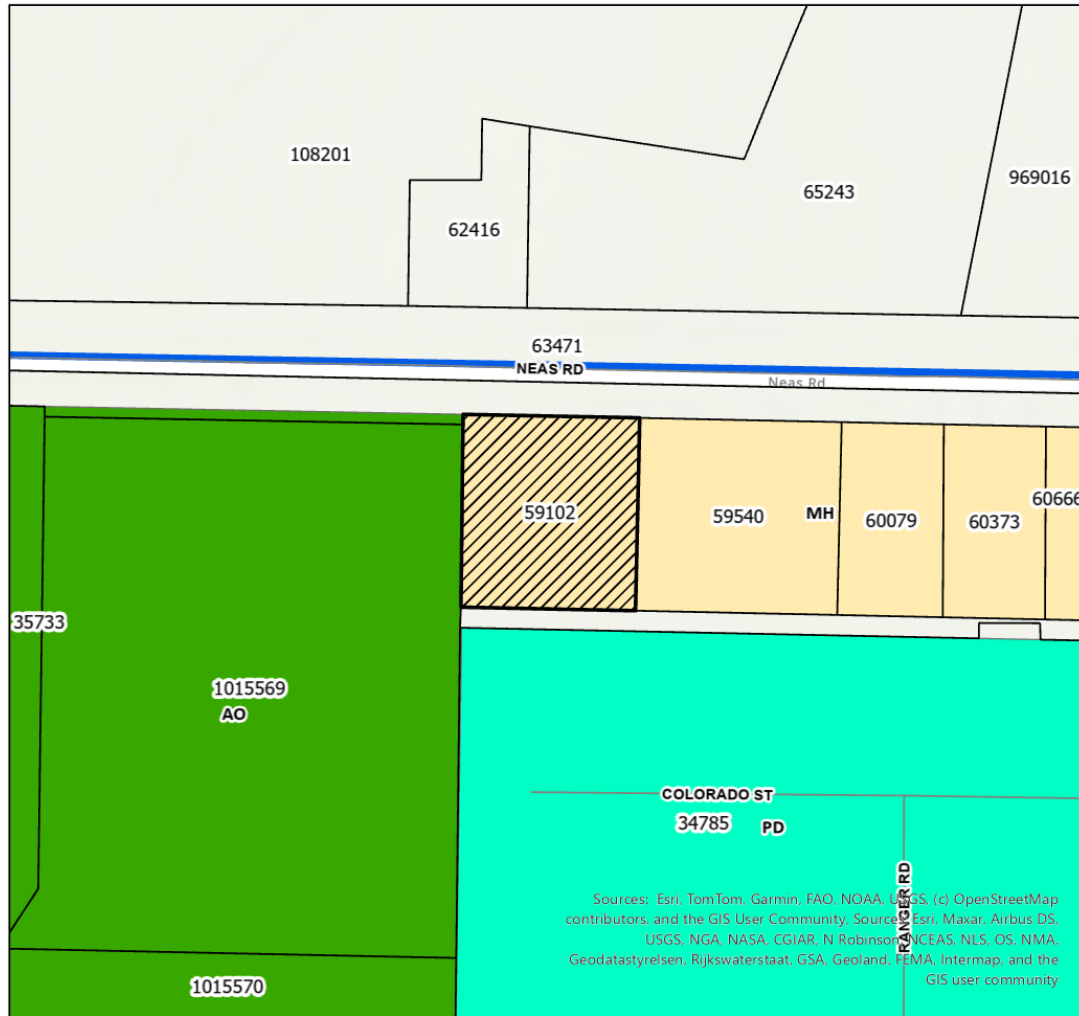
Council Hearing: December 18, 2025
January 8, 2026







ZONING MAP



-  Z-2025-46
- Zoning Districts**
-  AO
 -  MH
 -  PD

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Source: 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





PROPERTY VIEWS



Subject Property



Subject Property



North Neighboring Properties



North Neighboring Property



East Neighboring Property





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

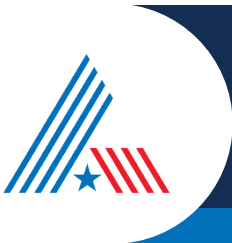
TRANSPORTATION, COMMUNICATION AND UTILITIES:

- 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





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

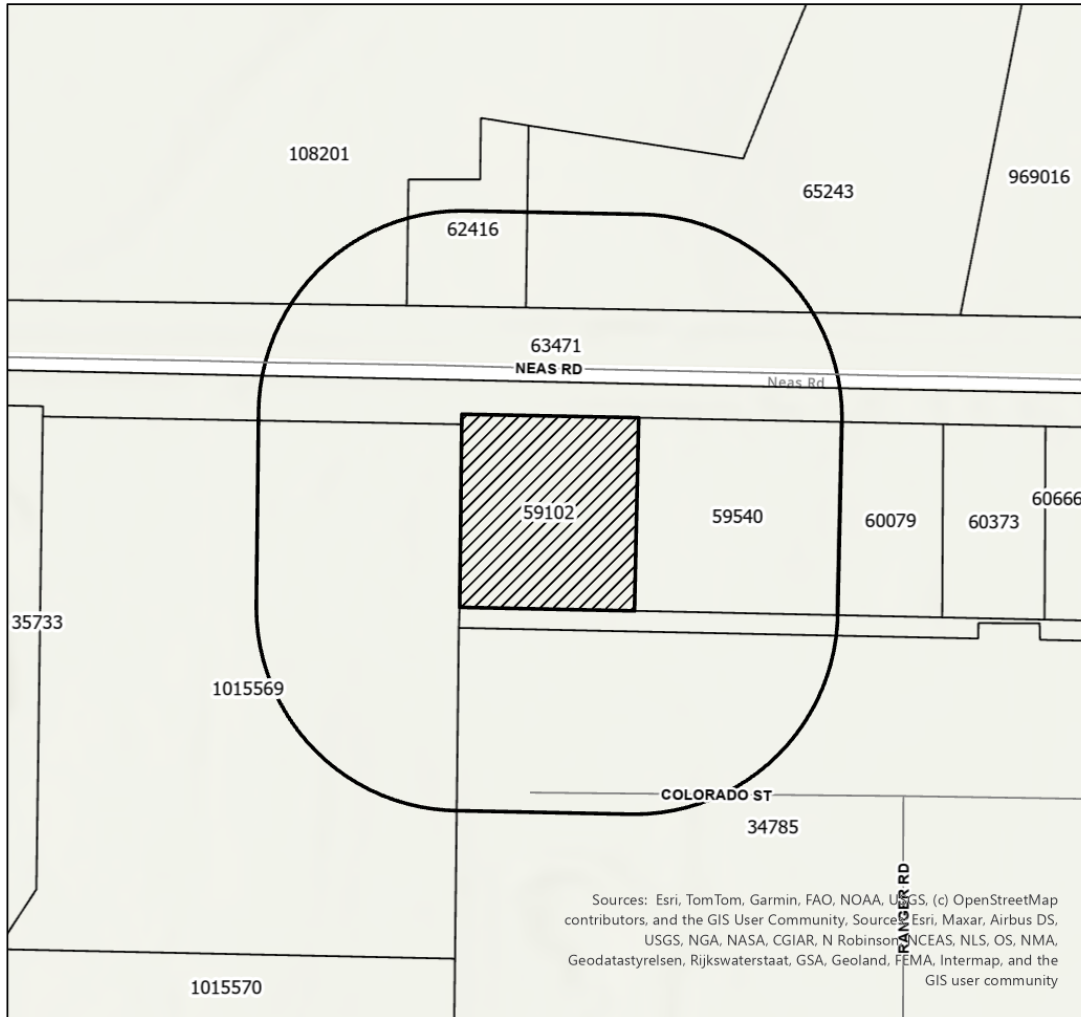
LEGEND

- 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





NOTIFICATION AREA MAP



0.03

Miles

- Z-2025-46 Notification Buffer
- Z-2025-46

0 - in Favor -

0 - in Opposition -



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



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney
ITEM: 15. 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. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025
21. Eminent Domain Proceedings for Maple Street Project

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Site Infrastructure Agreements with Abilene DC9, LLC and Abilene DC10, LLC

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:



**CITY COUNCIL
MEMORANDUM
1/8/2026**

TO: Honorable Mayor and City Council Members
FROM: Emily Crawford, City Manager
ITEM: 16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Site Infrastructure Agreement with Abilene DC9, LLC, and Abilene DC10, LLC (*Emily Crawford*)

GENERAL INFORMATION

Information will be provided at the Meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Site Infrastructure Agreement

BACKUP DOCUMENTATION UPDATED? No
UPDATED ON:

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Site Infrastructure Agreement with Abilene DC9, LLC, and Abilene DC10, LLC

Jan. 8, 2026

