



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 22, 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. Deputy Mayor Pro-tem Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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

- Technical Sergeant Valerie Stabler
- Staff Sergeant Kaige Stone

3. **Proclamation:**

- National Mentoring Month

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 8, 2026 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase One 2027 Freightliner M2 M2-106 Cab & Chassis with a Leech 2R3 Rear Load Refuse Body from Lonestar Truck Group, Abilene, Texas for Public Works **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Award the Bonanza Drive Extension (New Airport Access Road) Construction Contract to Bontke Brothers Construction, Inc. **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase Eight 2026 Chevrolet Silverado 1500 Pick-up Trucks from Caldwell Country Chevrolet, Caldwell, Texas for Signs, Signals and Lighting, Street Services, Wastewater Collection, Engineering, Water Distribution and Parks and Recreation **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase Eight 2026 Ford F-250 Pick-up Trucks from Randall Reeds Planet Ford 635 (Prestige), Garland, Texas for Parks and Recreation, Signs, Signals and Lighting, Water Distribution, Solid Waste and Stormwater **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase Two 2026 Ram 3500 with Knapheide Body and One 2026 Ram 2500 with Knapheide Body Utility Trucks from Grapevine Dodge, Chevrolet, Jeep, Grapevine, Texas for Water Production and Water Distribution **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase One 2026 Ford F450 Regular Cab with Aerial F4G (VSW-25754) from Rockdale Country Ford, Rockdale, Texas for Facilities Maintenance **(Don Green)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Submission of Defense Economic Adjustment Assistance Grant (DEAAG) Application for Purchase of a Utility Services Vehicle (Bucket Truck) for Dyess Air Force Base **(Max Johnson)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Cisco Network Devices and Products from CDW-G **(Troy Swanson)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the Main Library at Abilene Heritage Square from Museum Arts, Inc. **(Julee Hammer)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square **(Julee Hammer)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending the FY26 Bulk Chemical Bid Awards to Approve Rebids for Alum and Polymer **(Matthew)**

Dane)

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Xylem Water Solutions USA, Inc. (Leopold) for the Northeast Water Treatment Plant (NEWTP) Filter #4 Media and Underdrains in the Amount of \$180,000.00 **(Matthew Dane)**
17. **Ordinance (First Reading) CUP-2026-01:** 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 Contractor Services. Located at 8050 Buffalo Gap Road. **(Tim Littlejohn)**
18. **Ordinance (First Reading) Z-2026-01:** 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 Residential Single-Family (RS-6) to General Commercial (GC). Located at 1900 West Stamford Street. **(Tim Littlejohn)**
19. **Ordinance (First Reading) Z-2026-03:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 1.43 Acres from Residential Single Family (RS-6) to General Commercial (GC). Located at 2502 Minter Lane. **(Tim Littlejohn)**
20. **Ordinance (First Reading) Z-2026-04:** Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.23 Acres from General Retail (GR) to Light Industrial (LI) Zoning. Located at 28 Windmill Circle. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider and Adopt a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation for Waterworks and Sewer Improvements **(Marjorie Knight)**
22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2613 to Justice Construction for the Brush Center Building Project **(Lesli Andrews)**
23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Initiation of Condemnation Proceedings Necessary to Complete Public Right-of-Way and Drainage Improvements along Maple Street, to Include Portions of Property Located on Maple Street, Hollywood Drive, and South 14th Street **(Max Johnson)**

EXECUTIVE SESSION

24. **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. Peer Cities and Meet & Confer Agreements

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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

E. 551.076 (Deliberations about Security Devices)

1. Cyber Security Update

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

25.

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

- Abilene-Taylor County Events Venue District Board
- Board of Building Standards
- Civil Service Commission

26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter Into a Facilities Management and Operation Agreement with Lone Star Golf Course Management, LLC., for Maxwell Golf Course **(Lesli Andrews)**

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 15th day of January, 2026, at 4:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 8, 2026 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on January 8, 2026

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 01-08-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 01/20/2026

CITY COUNCIL MEETING
January 8, 2026 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 January 8, 2026, 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 Weldon Hurt led the invocation.

Vinesa Faimoa, fifth grader from Taylor 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

Mayor Hurt recognized Kaitlin Richardson, Deputy City Secretary, for receiving the Top 20 Under 40 Young Professional Award for 2025.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-5. Item 5 was pulled from consideration prior to the meeting.

Item pulled from consideration:

- Item 5

PUBLIC COMMENTS

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

- Cynthia Alvidrez

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

CONSENT AGENDA

Councilmember Price moved to approve the consent agenda, consisting of items 2-4. Councilmember Beard seconded the motion. Motion carried.

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

NAYS (0): None

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 18, 2025

3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Contract with HR Green, Inc.
[ASSIGNED RESOLUTION NO. 01-2026]
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
[ASSIGNED RESOLUTION NO. 02-2026]

ITEMS PULLED FROM CONSIDERATION

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
[NOT CONSIDERED]

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 04-2026]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would amend Article V – Community Support Policies of the City Council’s Governing Principles, Rules of Procedure, and Council Policies to update the city sponsored event list.

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

- Tammy Fogle
- Robin Calloway Walls
- Cynthia Alvidrez

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

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

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

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)
[ASSIGNED ORDINANCE NO. 01-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend Chapter 4, Article 2, Division 11 of the Code of Ordinances, regarding Vacation Travel Trailers/Recreational Vehicle Parks.

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

- Tammy Fogle
- Cynthia Alvidrez

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

Councilmember Price moved to approve the item as presented, with the discussed change of rewording the language on the setback requirements for the office of the RV parks. Councilmember Beard 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

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.

[ASSIGNED ORDINANCE NO. 02-2026]

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

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

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

[ASSIGNED ORDINANCE NO. 03-2025]

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

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

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

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

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
[ASSIGNED ORDINANCE NO. 04-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Light Industrial (LI) to General Commercial (GC).

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

- Karen Saunders
- Jan Price

The following spoke in support of the item:

- Klint Doam
- Greg Gachassin
- Kyle Haspel – did not speak, indicated support on comment card
- Ross Strain – did not speak, indicated support on comment card

With no other 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

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.
[ASSIGNED ORDINANCE NO. 05-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced location, to allow for an RV Park. Council discussed the item at length. Mayor Hurt allowed Jordan Hibbs with Enprotec Hibbs & Todd, engineer for the development, to come up and answer some of Council's questions regarding the project before the public hearing started.

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

- Tammy Fogle
- Cynthia Alvidrez

The following spoke in support of the item:

- Ross Strain
- Esther Mollette
- Eric Johnson
- Greg Gachassin

- Jack Rentz

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

Councilmember Price moved to approve the item as presented, including adding the modifications that were approved earlier in item #7, OAM-2025-01, concerning the office setbacks and generators being allowed in the event of a power failure only. 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

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
[ASSIGNED ORDINANCE NO. 06-2026]

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

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

- Cynthia Alvidrez

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

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

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

NAYS (0): None

13. Ordinance (Final Reading) 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
[ASSIGNED ORDINANCE NO. 07-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced location, to allow for duplexes in Residential Single Family (RS-6) Zoning.

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 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

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
[ASSIGNED ORDINANCE NO. 08-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Mobile/Manufactured Hom (MG) to Multifamily (MF) Zoning.

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:43 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:

15.F.551.071 (Consultation with Attorney)

1. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene, Cause No 13773-D

2. Eminent Domain Proceedings for Maple Street Project

15.F.551.074 (Personnel Matters)

1. Board and Commission (re)Appointments

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

1. Site Infrastructure Agreement with Abilene DC9, LLC and Abilene DC10, LLC (agenda item 16)

The Executive Session ended at 11:30 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

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
[ASSIGNED RESOLUTION NO. 05-2026]

Emily Crawford, City Manager, presented the item. Adoption of the item would approve three Site Infrastructure Agreements with Abilene DC9, LLC, and Abilene DC10, LLC for buildings 9, 10, and the gas turbine power plant.

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

- Tammy Fogle

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

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

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 11:49 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 5. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One 2027 Freightliner M2 M2-106 Cab & Chassis with a Leech 2R3 Rear Load Refuse Body from Lonestar Truck Group, Abilene, Texas for Public Works (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase One 2027 Freightliner M2 M2-106 cab & chassis with a Leech 2R3 rear load refuse body from Lonestar Truck Group, Abilene, Texas through Sourcewell Cooperative contract # 032824-DAI for Public Works. This is a new budget item needed to complete new routes in Abilene. Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Sourcewell is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$258,233.00. This purchase was planned for and included in the FY25 Budget Process. This is \$33,233.00 over budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase One 2027 Freightliner M2 M2-106 cab & chassis with a Leech 2R3 rear load refuse body from Lonestar Truck Group, Abilene, Texas through Sourcewell Cooperative contract # 032824-DAI for Public Works.

ATTACHMENTS:

1. FY25 CO-OP Rear Loader Refuse Truck Resolution
2. FY25 CO-OP Rearloader Budget Vs Actual
3. Rearloader Sourcewell Quote
4. FY25 CO-OP Rear Loader Addtl Info
5. FY25 CO-OP Rear loader PiP

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 1/20/2026

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE ONE FREIGHTLINER M2 106, CONVENTIONAL CAB AND CHASSIS WITH A LEACH 2R3 REAR LOAD REFUSE BODY FROM LONESTAR TRUCK GROUP, ABILENE TX THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-DAI.

WHEREAS, City of Abilene has a need for One Rear-Loader Refuse Truck; and

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

WHEREAS, The unit will be a Freightliner M2 106 conventional cab & chassis with a Leach 2R3 rear load refuse body; and

WHEREAS, City of Abilene received pricing for one Freightliner M2-106 cab & chassis with a Leach 2R3 rear load refuse body through Sourcewell Co-Operative Contract #032824-DAI, and

WHEREAS, Lonestar Truck Group is the Sourcewell approved vendor for the Rear-loader Refuse Trucks.

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

PART 1: That the City Council approves this purchase from Lonestar Truck Group of Abilene Texas in the amount of Two Hundred and Fifty-Eight Thousand, Two Hundred Thirty-Three Dollars and Zero Cents. (\$258,233.00) for one Freightliner M2-106 cab & chassis with a Leach 2R3 rear load refuse body through Sourcewell Co-Operative Contract #032824-DAI.

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

ADOPTED this 22ND day January 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS
Rearloader

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
NBI	4104	Solid Waste	Rear Loader	\$225,000.00	\$258,233.00	\$33,233.00	
				\$225,000.00	\$258,233.00	\$33,233.00	Over Budget

Lonestar Truck Group



502 W. Overland Trail Abilene, Tx 79601

Main: 325-677-8187

SOURCEWELL QUOTE SHEET

1/12/26

City of Abilene
555 Walnut
Abilene, TX 79604

Member Account #

Daimler Contract # 032824-DAI

2027 Freightliner M2
Spec File- "CofAbilene-2027MY M2 Tandem Rear Loader"

Chassis Price

Pre Discount Price:	\$179,563
Sourcewell Discount:	\$55,951 (31.16%)
Discounted Price to Sourcewell Member:	\$123,612

Non-Discountable Items

Tariff Increase:	\$1,500
Freight From Factory:	\$3,375
2027MY Increase:	\$2,500
Carb-Base Warranty Charge-L9	\$1,445
Cummins Ext Warranty-5yr/100k HD1/AT3	\$3,005

Total Chassis Price: \$135,437

Leach 2R3 Body-Qte#202500968 : \$122,796

Final Selling Price: \$258,233

Quantity: 1

Total PO Amount: \$258,233

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

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

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

APPROVAL:

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

Customer: X_____ Date: ____ / ____ / ____.

.

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Rear Loader

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
NBI	Solid Waste									

Rear Loader





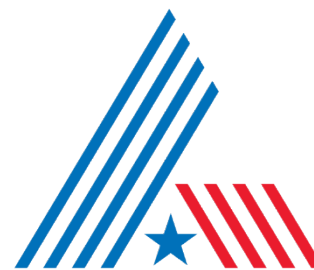
Co-op Rear Loader

- New Budget Item for Solid Waste Services
- Needed for a new route
- Sourcewell Co-op purchase through Lonestar Truck Group





Co-op Rear Loader



CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Award the Bonanza Drive Extension (New Airport Access Road) Construction Contract to Bontke Brothers Construction, Inc. (*Don Green*)

GENERAL INFORMATION

In September 2024, the City of Abilene received a grant from the U.S. Housing and Urban Development Community Project Funding Program through the efforts of U.S. House of Representatives Member Jody Arrington (TX-19). The grant was in the amount of \$6,733,562.00 and was designated to design and build a new Airport Access Road through an undeveloped area of the airport to encourage development of that area and provide a signalized intersection with Highway 36. The city opened bids (CB-2618) for construction of this road on January 8, 2026 and received five bids. The bid specifications included concrete road construction and an asphalt construction alternative to give the city the best choice in construction materials and cost.

The engineer, Enprotec Hibbs & Todd, reviewed the bids and recommends award to Bontke Brothers Construction, Inc. for their concrete construction bid in the amount of \$6,381,045.15.

FUNDING/FISCAL IMPACT

The bid amount falls within the remaining grant funds and there is no city match required.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation for award at its January 14, 2026 meeting. Airport staff also recommends award.

ATTACHMENTS:

1. Bontke Brothers Airport Road Contract Resolution (1-22-26)
2. Bonanza Dr Extension (CB-2618) Bid Tabulation
3. Bontke Contract (CB-2618) Award Presentation (1-22-26)

BACKUP DOCUMENTATION UPDATED? No **UPDATED ON:**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE BONANZA DRIVE EXTENSION
CONSTRUCTION CONTRACT WITH BONTKE BROTHERS CONSTRUCTION, INC.**

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

WHEREAS, the City issued a Request for Bids (CB-2618) for construction of the Bonanza Drive Extension as the new Airport Access Road; and

WHEREAS, Bontke Brothers Construction, Inc. provided the lowest bid for construction using concrete materials in the amount of \$6,381,045.15; and

WHEREAS, this contract amount falls within the budget of the grant from the U.S. Department of Housing and Urban Development that funds this project; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation of this contract at its January 14, 2026 meeting.

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

1. That the City Manager is authorized to execute the construction contract with Bontke Brothers Construction, Inc. in the amount of \$6,381,045.15
2. That this Resolution shall be effective immediately.

ADOPTED this 22nd day of January 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

TABULATION OF BIDS FOR: Bonanza Drive Extention, City of Abilene, Texas

BIDS RECEIVED: 1/8/2026

PE Firm Registration No. 1151

BASE BID				Bontke Brothers Construction		Epic Construction Company		Ti-Zack Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
General					\$ 466,700.00		\$ 693,800.00		\$ 1,171,420.00		\$ 689,950.00		\$ 1,167,280.00
1	1	LS	Mobilization, bonds & insurance	\$ 180,000.00	\$ 180,000.00	\$ 325,000.00	\$ 325,000.00	\$ 870,800.00	\$ 870,800.00	\$ 275,000.00	\$ 275,000.00	\$ 735,880.00	\$ 735,880.00
2	1	LS	Storm water pollution plan	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 53,000.00	\$ 53,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
3	1,040	LF	Trench safety system	\$ 5.00	\$ 5,200.00	\$ 20.00	\$ 20,800.00	\$ 4.00	\$ 4,160.00	\$ 55.00	\$ 57,200.00	\$ 10.00	\$ 10,400.00
4	9	MO	Traffic control plan	\$ 7,000.00	\$ 63,000.00	\$ 9,000.00	\$ 81,000.00	\$ 1,500.00	\$ 13,500.00	\$ 5,500.00	\$ 49,500.00	\$ 25,000.00	\$ 225,000.00
5	1	LS	Temporary fencing and security	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00	\$ 134,000.00	\$ 134,000.00	\$ 30,000.00	\$ 30,000.00
6	6.5	AC	Hydro mulch seeding	\$ 5,000.00	\$ 32,500.00	\$ 8,000.00	\$ 52,000.00	\$ 3,840.00	\$ 24,960.00	\$ 4,500.00	\$ 29,250.00	\$ 4,000.00	\$ 26,000.00
7	1	LS	Allowance for Fibertex, LLC relocating exisitng City fiber line	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
8	1	LS	Allowance work directed in writing by City	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Bonanza Drive					\$ 4,453,864.35		\$ 4,656,389.00		\$ 6,093,427.11		\$ 8,707,141.75		\$ 11,137,569.00
9	11	AC	Right-of-Way	\$ 350.00	\$ 3,850.00	\$ 2,500.00	\$ 27,500.00	\$ 4,250.00	\$ 46,750.00	\$ 23,000.00	\$ 253,000.00	\$ 50,000.00	\$ 550,000.00
10	3,575	SY	Remove existing asphalt pavement	\$ 10.00	\$ 35,750.00	\$ 10.00	\$ 35,750.00	\$ 13.00	\$ 46,475.00	\$ 7.00	\$ 25,025.00	\$ 20.00	\$ 71,500.00
11	1,200	LF	Remove existing Airport fencing	\$ 10.00	\$ 12,000.00	\$ 10.00	\$ 12,000.00	\$ 7.00	\$ 8,400.00	\$ 15.00	\$ 18,000.00	\$ 10.00	\$ 12,000.00
12	2,112	LF	Chain link fence	\$ 75.00	\$ 158,400.00	\$ 56.00	\$ 118,272.00	\$ 63.00	\$ 133,056.00	\$ 51.00	\$ 107,712.00	\$ 35.00	\$ 73,920.00
13	20,525	CY	Roadway excavation	\$ 12.00	\$ 246,300.00	\$ 5.00	\$ 102,625.00	\$ 37.00	\$ 759,425.00	\$ 12.00	\$ 246,300.00	\$ 40.00	\$ 821,000.00
14	3,190	CY	Roadway embankment	\$ 10.00	\$ 31,900.00	\$ 6.00	\$ 19,140.00	\$ 20.00	\$ 63,800.00	\$ 18.00	\$ 57,420.00	\$ 40.00	\$ 127,600.00
15	30,430	SY	Lime stabilized subgrade (6") (27 lb/sy)	\$ 7.00	\$ 213,010.00	\$ 5.00	\$ 152,150.00	\$ 15.00	\$ 456,450.00	\$ 10.00	\$ 304,300.00	\$ 80.00	\$ 2,434,400.00
16	411	TON	Lime (hydrated lime) (dry)	\$ 275.00	\$ 113,025.00	\$ 400.00	\$ 164,400.00	\$ 0.01	\$ 4.11	\$ 400.00	\$ 164,400.00	\$ 200.00	\$ 82,200.00
17	29,300	SY	Concrete pavement (7") (Class P) (Roadway)	\$ 90.00	\$ 2,637,000.00	\$ 95.00	\$ 2,783,500.00	\$ 103.00	\$ 3,017,900.00	\$ 200.00	\$ 5,860,000.00	\$ 175.00	\$ 5,127,500.00
18	100	SY	Concrete pavement (7") (Class P) (Roadway Aprons)	\$ 95.00	\$ 9,500.00	\$ 95.00	\$ 9,500.00	\$ 126.00	\$ 12,600.00	\$ 200.00	\$ 20,000.00	\$ 120.00	\$ 12,000.00
19	290	SY	Rip Rap (Concrete)	\$ 90.00	\$ 26,100.00	\$ 99.00	\$ 28,710.00	\$ 89.00	\$ 25,810.00	\$ 85.00	\$ 24,650.00	\$ 90.00	\$ 26,100.00
20	120	LF	6' (W) x 3' (H) concrete box culvert	\$ 700.00	\$ 84,000.00	\$ 1,200.00	\$ 144,000.00	\$ 615.00	\$ 73,800.00	\$ 755.00	\$ 90,600.00	\$ 500.00	\$ 60,000.00
21	1,360	LF	30" ADS storm pipe	\$ 135.00	\$ 183,600.00	\$ 100.00	\$ 136,000.00	\$ 118.00	\$ 160,480.00	\$ 150.00	\$ 204,000.00	\$ 200.00	\$ 272,000.00
22	2	LS	Storm sewer inlets & headwalls (box culvert closure, headwalls, etc)	\$ 12,000.00	\$ 24,000.00	\$ 10,000.00	\$ 20,000.00	\$ 2,710.00	\$ 5,420.00	\$ 11,250.00	\$ 22,500.00	\$ 20,000.00	\$ 40,000.00
23	3	EA	Storm sewer inlets and headwalls (curb inlets)	\$ 12,000.00	\$ 36,000.00	\$ 24,000.00	\$ 72,000.00	\$ 10,900.00	\$ 32,700.00	\$ 10,200.00	\$ 30,600.00	\$ 16,000.00	\$ 48,000.00
24	2	EA	Storm sewer inlets and headwalls (junction boxes)	\$ 15,000.00	\$ 30,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,600.00	\$ 25,200.00	\$ 17,000.00	\$ 34,000.00	\$ 10,000.00	\$ 20,000.00
25	8,261	LF	Monolithic concrete curb	\$ 19.00	\$ 156,959.00	\$ 22.00	\$ 181,742.00	\$ 38.00	\$ 313,918.00	\$ 25.00	\$ 206,525.00	\$ 40.00	\$ 330,440.00
26	101	LF	Saw-tooth concrete curb	\$ 25.00	\$ 2,525.00	\$ 30.00	\$ 3,030.00	\$ 60.00	\$ 6,060.00	\$ 28.00	\$ 2,828.00	\$ 40.00	\$ 4,040.00
27	2	EA	Concrete curb ramp	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,340.00	\$ 4,680.00	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00	\$ 12,000.00
28	3,963	SY	Concrete sidewalk	\$ 85.00	\$ 336,855.00	\$ 80.00	\$ 317,040.00	\$ 78.00	\$ 309,114.00	\$ 55.00	\$ 217,965.00	\$ 70.00	\$ 277,410.00
29	2	EA	Aluminum "Street Name" sign	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 1,800.00	\$ 3,600.00	\$ 800.00	\$ 1,600.00
30	2	EA	Aluminum "Stop" sign	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 1,800.00	\$ 3,600.00	\$ 800.00	\$ 1,600.00
31	2	EA	Aluminum "Movement Control" sign	\$ 800.00	\$ 1,600.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 1,800.00	\$ 3,600.00	\$ 1,000.00	\$ 2,000.00
32	6	EA	Aluminum Pedestrian Crossing sign	\$ 1,200.00	\$ 7,200.00	\$ 600.00	\$ 3,600.00	\$ 750.00	\$ 4,500.00	\$ 1,800.00	\$ 10,800.00	\$ 1,000.00	\$ 6,000.00
33	1	EA	"Monument" sign	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00	\$ 90,000.00	\$ 225,000.00	\$ 225,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 300,000.00
34	2	EA	"Wayfinding" sign	\$ 20,000.00	\$ 40,000.00	\$ 90,000.00	\$ 180,000.00	\$ 150,000.00	\$ 300,000.00	\$ 250,000.00	\$ 500,000.00	\$ 200,000.00	\$ 400,000.00
35	4,900	LF	Pavement markings (double solid line) (4") (yellow) (thermo)	\$ 1.30	\$ 6,370.00	\$ 2.00	\$ 9,800.00	\$ 3.00	\$ 14,700.00	\$ 1.35	\$ 6,615.00	\$ 1.00	\$ 4,900.00
36	9,800	LF	Pavement markings (single skip line) (4") (white) (thermo)	\$ 0.70	\$ 6,860.00	\$ 1.00	\$ 9,800.00	\$ 3.00	\$ 29,400.00	\$ 1.00	\$ 9,800.00	\$ 1.00	\$ 9,800.00
37	375	LF	Pavement markings (single solid line) (8") (white) (thermo)	\$ 2.20	\$ 825.00	\$ 2.00	\$ 750.00	\$ 3.00	\$ 1,125.00	\$ 2.25	\$ 843.75	\$ 3.00	\$ 1,125.00
38	300	LF	Pavement markings (single skip line) (8") (white) (thermo)	\$ 2.20	\$ 660.00	\$ 2.00	\$ 600.00	\$ 3.00	\$ 900.00	\$ 2.25	\$ 675.00	\$ 3.00	\$ 900.00
39	1	EA	Pavement markings (crosswalk) (white) (thermo)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
40	2	EA	Pavement markings (arrow symbol) (white) (thermo)	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00
41	2	EA	Pavement markings ("only" text) (white) (thermo)	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00
42	2	EA	Pavement markings (stop bar) (24") (white) (thermo)	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 675.00	\$ 1,350.00	\$ 600.00	\$ 1,200.00	\$ 50.00	\$ 100.00
43	400	EA	Raised pavement markings (Class B) (reflectorized) (Type I-C)	\$ 11.00	\$ 4,400.00	\$ 15.00	\$ 6,000.00	\$ 8.00	\$ 3,200.00	\$ 11.00	\$ 4,400.00	\$ 6.00	\$ 2,400.00
44	330	EA	Raised pavement markings (Class B) (reflectorized) (Type II-A-A)	\$ 11.00	\$ 3,630.00	\$ 10.00	\$ 3,300.00	\$ 8.00	\$ 2,640.00	\$ 11.00	\$ 3,630.00	\$ 6.00	\$ 1,980.00
45	9	EA	Raised pavement markings (Class B) (reflectorized) (blue)	\$ 16.15	\$ 145.35	\$ 20.00	\$ 180.00	\$ 30.00	\$ 270.00	\$ 17.00	\$ 153.00	\$ 6.00	\$ 54.00
Airport Perimeter Road					\$ 155,949.00		\$ 241,742.00		\$ 214,715.00		\$ 190,607.00		\$ 781,900.00
46	0.3	AC	Right-of-Way	\$ 10,000.00	\$ 3,000.00	\$ 10,000.00	\$ 3,000.00	\$ 4,250.00	\$ 1,275.00	\$ 23,000.00	\$ 6,900.00	\$ 50,000.00	\$ 15,000.00
47	1,540	SY	Remove existing asphalt pavement (Airport Perimeter Rd)	\$ 10.00	\$ 15,400.00	\$ 10.00	\$ 15,400.00	\$ 6.00	\$ 9,240.00	\$ 7.00	\$ 10,780.00	\$ 20.00	\$ 30,800.00
48	274	TON	HMAC (3") (Superpave Type C) (Airport Perimeter Rd) (115 lb/sy/in)	\$ 150.00	\$ 41,100.00	\$ 200.00	\$ 54,800.00	\$ 180.00	\$ 49,320.00	\$ 135.00	\$ 36,990.00	\$ 200.00	\$ 54,800.00
49	2,495	SY	Base material (16") (Type A) (Grade 2)	\$ 24.00	\$ 59,880.00	\$ 50.00	\$ 124,750.00	\$ 41.00	\$ 102,295.00	\$ 35.00	\$ 87,325.00	\$ 180.00	\$ 449,100.00
50	624	GAL	Prime Coat (AEP) (0.25 gal/sy)	\$ 10.00	\$ 6,240.00	\$ 9.00	\$ 5,616.00	\$ 4.00	\$ 2,496.00	\$ 8.00	\$ 4,992.00	\$ 10.00	\$ 6,240.00
51	2,722	SY	Lime stabilized subgrade (6") (27 lb/sy)	\$ 7.00	\$ 19,054.00	\$ 8.00	\$ 21,776.00	\$ 12.00	\$ 32,664.00	\$ 10.00	\$ 27,220.00	\$ 80.00	\$ 217,760.00
52	41	TON	Lime (hydrated lime) (dry)	\$ 275.00	\$ 11,275.00	\$ 400.00	\$ 16,400.00	\$ 425.00	\$ 17,425.00	\$ 400.00	\$ 16,400.00	\$ 200.00	\$ 8,200.00

Traffic Signal and Turn Lanes					\$ 562,828.80		\$ 613,128.00		\$ 615,339.00		\$ 554,553.55		\$ 681,541.00	
					Bontke Brothers Construction		Epic Construction Company		Ti-Zack Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
53	17	STA	Right-of-Way	\$ 350.00	\$ 5,950.00	\$ 1,000.00	\$ 17,000.00	\$ 300.00	\$ 5,100.00	\$ 880.00	\$ 14,960.00	\$ 3,000.00	\$ 51,000.00	
54	190	SY	Remove existing concrete pavement	\$ 60.00	\$ 11,400.00	\$ 50.00	\$ 9,500.00	\$ 41.00	\$ 7,790.00	\$ 20.00	\$ 3,800.00	\$ 80.00	\$ 15,200.00	
55	1,636	LF	Sawcut existing asphalt pavement	\$ 15.00	\$ 24,540.00	\$ 5.00	\$ 8,180.00	\$ 4.00	\$ 6,544.00	\$ 5.00	\$ 8,180.00	\$ 15.00	\$ 24,540.00	
56	270	CY	Roadway excavation	\$ 20.00	\$ 5,400.00	\$ 15.00	\$ 4,050.00	\$ 74.00	\$ 19,980.00	\$ 40.00	\$ 10,800.00	\$ 30.00	\$ 8,100.00	
57	1,545	SY	Base material (8") (Type A) (Grade 2)	\$ 12.00	\$ 18,540.00	\$ 40.00	\$ 61,800.00	\$ 21.00	\$ 32,445.00	\$ 17.85	\$ 27,578.25	\$ 80.00	\$ 123,600.00	
58	464	GAL	Prime Coat (0.30 gal/sy)	\$ 10.00	\$ 4,640.00	\$ 9.00	\$ 4,176.00	\$ 4.00	\$ 1,856.00	\$ 10.00	\$ 4,640.00	\$ 10.00	\$ 4,640.00	
59	265	TON	HMAC (2") (Type D)	\$ 150.00	\$ 39,750.00	\$ 200.00	\$ 53,000.00	\$ 180.00	\$ 47,700.00	\$ 140.00	\$ 37,100.00	\$ 200.00	\$ 53,000.00	
60	1	EA	Small roadside assemblies SUP & AM	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	
61	869	LF	Work zone pavement marking removal (white) (8") (solid)	\$ 2.20	\$ 1,911.80	\$ 4.00	\$ 3,476.00	\$ 4.00	\$ 3,476.00	\$ 2.25	\$ 1,955.25	\$ 3.00	\$ 2,607.00	
62	814	LF	Work zone pavement marking removal (yellow) (8") (solid)	\$ 2.20	\$ 1,790.80	\$ 4.00	\$ 3,256.00	\$ 4.00	\$ 3,256.00	\$ 2.25	\$ 1,831.50	\$ 3.00	\$ 2,442.00	
63	1,513	LF	Reflectorized pavement markings (Type 1) (white) (8") (solid)	\$ 1.50	\$ 2,269.50	\$ 2.00	\$ 3,026.00	\$ 3.00	\$ 4,539.00	\$ 1.35	\$ 2,042.55	\$ 3.00	\$ 4,539.00	
64	836	LF	Reflectorized pavement markings (Type 1) (yellow) (8") (solid)	\$ 2.20	\$ 1,839.20	\$ 4.00	\$ 3,344.00	\$ 3.00	\$ 2,508.00	\$ 2.25	\$ 1,881.00	\$ 3.00	\$ 2,508.00	
65	4	EA	Reflectorized pavement markings (Type 1) (white) (arrow) (060mil)	\$ 600.00	\$ 2,400.00	\$ 600.00	\$ 2,400.00	\$ 400.00	\$ 1,600.00	\$ 560.00	\$ 2,240.00	\$ 500.00	\$ 2,000.00	
66	4	EA	Reflectorized pavement markings (Type 1) (white) (word) (060mil)	\$ 600.00	\$ 2,400.00	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 560.00	\$ 2,240.00	\$ 500.00	\$ 2,000.00	
67	24	LF	Reflectorized pavement markings (Type 1) (white) (24") (solid) (060mil)	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 50.00	\$ 1,200.00	
68	16	STA	Surface preparation for pavement markings	\$ 100.00	\$ 1,600.00	\$ 60.00	\$ 960.00	\$ 500.00	\$ 8,000.00	\$ 60.00	\$ 960.00	\$ 500.00	\$ 8,000.00	
69	28	LF	Drilled shaft foundation (traffic sign pole) (36")	\$ 700.00	\$ 19,600.00	\$ 700.00	\$ 19,600.00	\$ 650.00	\$ 18,200.00	\$ 725.00	\$ 20,300.00	\$ 500.00	\$ 14,000.00	
70	105	LF	Conduit (PVC) (Sch. 80) (2") (bore)	\$ 22.00	\$ 2,310.00	\$ 20.00	\$ 2,100.00	\$ 20.00	\$ 2,100.00	\$ 22.00	\$ 2,310.00	\$ 20.00	\$ 2,100.00	
71	20	LF	Conduit (PVC) (Sch. 80) (4")	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 44.00	\$ 880.00	\$ 20.00	\$ 400.00	
72	195	LF	Conduit (PVC) (Sch. 80) (4") (bore)	\$ 66.00	\$ 12,870.00	\$ 60.00	\$ 11,700.00	\$ 60.00	\$ 11,700.00	\$ 67.00	\$ 13,065.00	\$ 60.00	\$ 11,700.00	
73	825	LF	Electrical conductors (No. 10) (insulated)	\$ 1.50	\$ 1,237.50	\$ 2.00	\$ 1,650.00	\$ 1.00	\$ 825.00	\$ 1.40	\$ 1,155.00	\$ 2.00	\$ 1,650.00	
74	215	LF	Electrical conductors (No. 8) (bare)	\$ 2.00	\$ 430.00	\$ 2.00	\$ 430.00	\$ 2.00	\$ 430.00	\$ 2.00	\$ 430.00	\$ 2.00	\$ 430.00	
75	50	LF	Electrical conductors (No. 6) (bare)	\$ 3.00	\$ 150.00	\$ 3.00	\$ 150.00	\$ 2.00	\$ 100.00	\$ 2.00	\$ 100.00	\$ 2.00	\$ 100.00	
76	150	LF	Electrical conductors (No. 6) (insulated)	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 2.00	\$ 300.00	
77	1	EA	Ground box (Type B) (122322) with apron	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,250.00	\$ 2,250.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	
78	2	EA	Ground box (Type D) (162922) with apron	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,750.00	\$ 5,500.00	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 2,000.00	
79	1	EA	Electrical service (Type D) (120/240) 070 (NS) SS (E) PS (U)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	
80	165	SF	Aluminum signs (Type A)	\$ 110.00	\$ 18,150.00	\$ 100.00	\$ 16,500.00	\$ 100.00	\$ 16,500.00	\$ 115.00	\$ 18,975.00	\$ 35.00	\$ 5,775.00	
81	1	EA	Highway traffic signal (isolated)	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 181,300.00	\$ 181,300.00	\$ 135,000.00	\$ 135,000.00	\$ 145,000.00	\$ 145,000.00	
82	11	EA	Vehicle signal head (12") (LED) (green)	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 425.00	\$ 4,675.00	\$ 475.00	\$ 5,225.00	\$ 400.00	\$ 4,400.00	
83	4	EA	Vehicle signal head (12") (LED) (green arrow)	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 425.00	\$ 1,700.00	\$ 500.00	\$ 2,000.00	\$ 400.00	\$ 1,600.00	
84	11	EA	Vehicle signal head (12") (LED) (yellow)	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 425.00	\$ 4,675.00	\$ 475.00	\$ 5,225.00	\$ 400.00	\$ 4,400.00	
85	5	EA	Vehicle signal head (12") (LED) (yellow arrow)	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 425.00	\$ 2,125.00	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	
86	10	EA	Vehicle signal head (12") (LED) (red)	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 425.00	\$ 4,250.00	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	
87	7	EA	Vehicle signal head (12") (LED) (red arrow)	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 425.00	\$ 2,975.00	\$ 500.00	\$ 3,500.00	\$ 400.00	\$ 2,800.00	
88	10	EA	Back plat w/reflective border (3 sec) (vent) (aluminum)	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 170.00	\$ 1,700.00	\$ 200.00	\$ 2,000.00	
89	2	EA	Back plat w/reflective border (4 sec) (vent) (aluminum)	\$ 220.00	\$ 440.00	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 225.00	\$ 450.00	\$ 200.00	\$ 400.00	
90	2	EA	Back plat w/reflective border (5 sec) (vent) (aluminum)	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00	\$ 280.00	\$ 560.00	\$ 200.00	\$ 400.00	
91	445	LF	Traffic signal cables (Type A (14 AWG) (5 condr.))	\$ 4.00	\$ 1,780.00	\$ 4.00	\$ 1,780.00	\$ 4.00	\$ 1,780.00	\$ 4.00	\$ 1,780.00	\$ 6.00	\$ 2,670.00	
92	190	LF	Traffic signal cables (Type A (14 AWG) (7 condr.))	\$ 6.00	\$ 1,140.00	\$ 6.00	\$ 1,140.00	\$ 5.00	\$ 950.00	\$ 5.50	\$ 1,045.00	\$ 6.00	\$ 1,140.00	
93	640	LF	Traffic signal cables (Type A (14 AWG) (20 condr.))	\$ 10.00	\$ 6,400.00	\$ 10.00	\$ 6,400.00	\$ 9.00	\$ 5,760.00	\$ 10.00	\$ 6,400.00	\$ 6.00	\$ 3,840.00	
94	2	EA	Traffic signal pole assembly (S)(2 ARM)(44-36")(LUM)	\$ 55,000.00	\$ 110,000.00	\$ 55,000.00	\$ 110,000.00	\$ 57,500.00	\$ 115,000.00	\$ 56,000.00	\$ 112,000.00	\$ 50,000.00	\$ 100,000.00	
95	7	EA	VIVDS for signalized intersection control	\$ 9,000.00	\$ 63,000.00	\$ 9,000.00	\$ 63,000.00	\$ 9,780.00	\$ 68,460.00	\$ 9,500.00	\$ 66,500.00	\$ 7,000.00	\$ 49,000.00	
96	1,420	LF	Ethernet cable (CAT 5)	\$ 2.00	\$ 2,840.00	\$ 3.00	\$ 4,260.00	\$ 2.00	\$ 2,840.00	\$ 2.25	\$ 3,195.00	\$ 3.00	\$ 4,260.00	
Utilities					\$ 230,890.00		\$ 186,650.00		\$ 183,595.00		\$ 242,830.00		\$ 238,600.00	
97	250	LF	6" SDR-35 PVC sewer line cleanout	\$ 100.00	\$ 25,000.00	\$ 45.00	\$ 11,250.00	\$ 61.00	\$ 15,250.00	\$ 95.00	\$ 23,750.00	\$ 80.00	\$ 20,000.00	
98	1	EA	4" diamter manjole	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 7,900.00	\$ 7,900.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	
99	1	EA	Manhole tie-in	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,820.00	\$ 3,820.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	
100	1	EA	Cleanout	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,230.00	\$ 1,230.00	\$ 840.00	\$ 840.00	\$ 2,000.00	\$ 2,000.00	
101	1,179	LF	10" C900 DR-18 PVC waterline	\$ 110.00	\$ 129,690.00	\$ 100.00	\$ 117,900.00	\$ 85.00	\$ 100,215.00	\$ 120.00	\$ 141,480.00	\$ 100.00	\$ 117,900.00	
102	260	LF	6" C900 DR-18 PVC waterline	\$ 80.00	\$ 20,800.00	\$ 50.00	\$ 13,000.00	\$ 69.00	\$ 17,940.00	\$ 86.00	\$ 22,360.00	\$ 70.00	\$ 18,200.00	
103	1	EA	Fire hydrant assembly	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,500.00	\$ 10,500.00	\$ 14,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	
104	1	EA	10"x6" tapping sleeve and gate valve	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,990.00	\$ 8,990.00	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	
105	20	LF	10" steel casing	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 181.00	\$ 3,620.00	\$ 145.00	\$ 2,900.00	\$ 400.00	\$ 8,000.00	
106	90	LF	12" steel casing											

ALTERNATE BID TO REPLACE BASE BID				Bontke Brothers Construction		Epic Construction Company		Ti-Zack Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
A1	11	AC	Right-of-Way	\$ 350.00	\$ 3,850.00		\$ -		\$ -	\$ 23,000.00	\$ 253,000.00		\$ -
A2	3,575	SY	Remove existing asphalt pavement	\$ 10.00	\$ 35,750.00		\$ -		\$ -	\$ 7.00	\$ 25,025.00		\$ -
A3	1,200	LF	Remove existing Airport fencing	\$ 10.00	\$ 12,000.00		\$ -		\$ -	\$ 15.00	\$ 18,000.00		\$ -
A4	2,112	LF	Chain link fence	\$ 75.00	\$ 158,400.00		\$ -		\$ -	\$ 51.00	\$ 107,712.00		\$ -
A5	26,250	CY	Roadway excavation	\$ 12.00	\$ 315,000.00		\$ -		\$ -	\$ 12.00	\$ 315,000.00		\$ -
A6	3,190	CY	Roadway embankment	\$ 10.00	\$ 31,900.00		\$ -		\$ -	\$ 18.00	\$ 57,420.00		\$ -
A7	30,430	SY	Lime stabilized subgrade (6") (27 lb/sy)	\$ 7.00	\$ 213,010.00		\$ -		\$ -	\$ 10.00	\$ 304,300.00		\$ -
A8	411	TON	Lime (hydrated lime) (dry)	\$ 275.00	\$ 113,025.00		\$ -		\$ -	\$ 400.00	\$ 164,400.00		\$ -
A9	30,430	SY	Base material (16") (Type A) (Grade 2)	\$ 24.00	\$ 730,320.00		\$ -		\$ -	\$ 33.00	\$ 1,004,190.00		\$ -
A10	6,440	GAL	Prime (AEP) (0.25 gal/sy)	\$ 10.00	\$ 64,400.00		\$ -		\$ -	\$ 6.00	\$ 38,640.00		\$ -
A11	5,925	TON	HMAC (4") (Type B) (PG64-22) (tack coat subsidiary)	\$ 150.00	\$ 888,750.00		\$ -		\$ -	\$ 120.00	\$ 711,000.00		\$ -
A12	7,728	GAL	Surface treatment (asphalt) (AC-20 5TR) (0.3 gal/sy) (Bonanza Drive)	\$ 15.00	\$ 115,920.00		\$ -		\$ -	\$ 8.00	\$ 61,824.00		\$ -
A13	258	CY	Surface treatment (aggregate) (PB GR. 4) (100 sy/cy) (Bonanza Drive)	\$ 300.00	\$ 77,400.00		\$ -		\$ -	\$ 160.00	\$ 41,280.00		\$ -
A14	2,962	TON	HMAC (2") (Type D) (PG70-22) (tack coat subsidiary)	\$ 150.00	\$ 444,300.00		\$ -		\$ -	\$ 125.00	\$ 370,250.00		\$ -
A15	1,370	SY	Concrete pavement (7") (Class P) (Roadway)	\$ 100.00	\$ 137,000.00		\$ -		\$ -	\$ 125.00	\$ 171,250.00		\$ -
A16	100	SY	Concrete pavement (7") (Class P) (Driveway Aprons)	\$ 105.00	\$ 10,500.00		\$ -		\$ -	\$ 125.00	\$ 12,500.00		\$ -
A17	290	SY	Rip Rap (Concrete)	\$ 90.00	\$ 26,100.00		\$ -		\$ -	\$ 85.00	\$ 24,650.00		\$ -
A18	120	LF	6' (W) x 3' (H) concrete box culvert	\$ 700.00	\$ 84,000.00		\$ -		\$ -	\$ 755.00	\$ 90,600.00		\$ -
A19	1,360	LF	30" ADS storm pipe	\$ 135.00	\$ 183,600.00		\$ -		\$ -	\$ 150.00	\$ 204,000.00		\$ -
A20	1	LS	Storm sewer inlets & headwalls (box culvert closure, headwalls, etc)	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -	\$ 11,250.00	\$ 11,250.00		\$ -
A21	3	EA	Storm sewer inlets and headwalls (curb inlets)	\$ 15,000.00	\$ 45,000.00		\$ -		\$ -	\$ 10,200.00	\$ 30,600.00		\$ -
A22	2	EA	Storm sewer inlets and headwalls (junction boxes)	\$ 15,000.00	\$ 30,000.00		\$ -		\$ -	\$ 17,000.00	\$ 34,000.00		\$ -
A23	8,261	LF	Concrete curb and gutter	\$ 19.00	\$ 156,959.00		\$ -		\$ -	\$ 25.00	\$ 206,525.00		\$ -
A24	101	LF	Saw-tooth concrete curb and gutter	\$ 25.00	\$ 2,525.00		\$ -		\$ -	\$ 28.00	\$ 2,828.00		\$ -
A25	2	EA	Concrete curb ramp	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ 2,000.00	\$ 4,000.00		\$ -
A26	3,963	SY	Concrete sidewalk	\$ 90.00	\$ 356,670.00		\$ -		\$ -	\$ 55.00	\$ 217,965.00		\$ -
A27	2	EA	Aluminum "Street Name" sign	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ 1,800.00	\$ 3,600.00		\$ -
A28	2	EA	Aluminum "Stop" sign	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ 1,800.00	\$ 3,600.00		\$ -
A29	2	EA	Aluminum "Movement Control" sign	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ 1,800.00	\$ 3,600.00		\$ -
A30	2	EA	Aluminum "Yield Here to Pedestrian" sign	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ 1,800.00	\$ 3,600.00		\$ -
A31	1	EA	"Monument" sign	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	\$ 260,000.00	\$ 260,000.00		\$ -
A32	2	EA	"Wayfinding" sign	\$ 20,000.00	\$ 40,000.00		\$ -		\$ -	\$ 250,000.00	\$ 500,000.00		\$ -
A33	4,900	LF	Pavement markings (double solid line) (4") (yellow) (thermo)	\$ 1.30	\$ 6,370.00		\$ -		\$ -	\$ 1.35	\$ 6,615.00		\$ -
A34	9,800	LF	Pavement markings (single skip line) (4") (white) (thermo)	\$ 0.70	\$ 6,860.00		\$ -		\$ -	\$ 1.00	\$ 9,800.00		\$ -
A35	375	LF	Pavement markings (single solid line) (8") (white) (thermo)	\$ 2.20	\$ 825.00		\$ -		\$ -	\$ 2.25	\$ 843.75		\$ -
A36	300	LF	Pavement markings (single skip line) (8") (white) (thermo)	\$ 2.20	\$ 660.00		\$ -		\$ -	\$ 2.25	\$ 675.00		\$ -
A37	1	EA	Pavement markings (crosswalk) (white) (thermo)	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	\$ 2,000.00	\$ 2,000.00		\$ -
A38	2	EA	Pavement markings (arrow symbol) (white) (thermo)	\$ 600.00	\$ 1,200.00		\$ -		\$ -	\$ 600.00	\$ 1,200.00		\$ -
A39	2	EA	Pavement markings ("only" text) (white) (thermo)	\$ 600.00	\$ 1,200.00		\$ -		\$ -	\$ 600.00	\$ 1,200.00		\$ -
A40	2	EA	Pavement markings (stop bar) (24") (white) (thermo)	\$ 500.00	\$ 1,000.00		\$ -		\$ -	\$ 600.00	\$ 1,200.00		\$ -
A41	400	EA	Raised pavement markings (Class B) (reflectorized) (Type I-C)	\$ 11.00	\$ 4,400.00		\$ -		\$ -	\$ 11.00	\$ 4,400.00		\$ -
A42	330	EA	Raised pavement markings (Class B) (reflectorized) (Type II-A-A)	\$ 11.00	\$ 3,630.00		\$ -		\$ -	\$ 11.00	\$ 3,630.00		\$ -
A43	9	EA	Raised pavement markings (Class B) (reflectorized) (blue)	\$ 16.15	\$ 145.35		\$ -		\$ -	\$ 17.00	\$ 153.00		\$ -
ALTERNATE BID TO REPLACE BASE BID PRICE (Items A1 thru A43)				**	\$ 4,356,669.35		NO BID		NO BID		\$ 5,288,325.75		NO BID
WHAT WAS READ ALOUD AT BID OPENING													
TOTAL ALTERNATE PROJECT BID PRICE					\$ 6,283,850.15						\$ 7,454,366.30		

** Due to calculation error, Bontke Brothers Construction's Base Bid and Altnerate Bid are both higher than what was read aloud at the Bid Opening.

*** Due to calculation error, JH Strain & Sons, Inc.'s Base Bid is higher than what was read aloud at the Bid Opening and their Alternate Bid is lower than what was read aloud at the Bid Opening

**** Due to calculation error, MH Civil Constuctors, inc.'s Base Bid is lower than what was read aloud at the Bid Opening.

I, JONATHAN AARON BAUM, P.E., #100982, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD.

THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


JONATHAN AARON BAUM, P.E., #100982



1/12/2026

City Council Meeting





CB-2618 Award to Bontke Brothers Construction

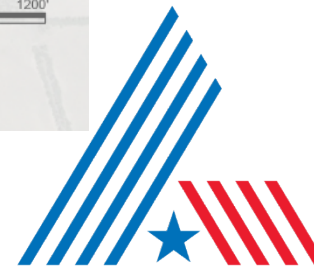
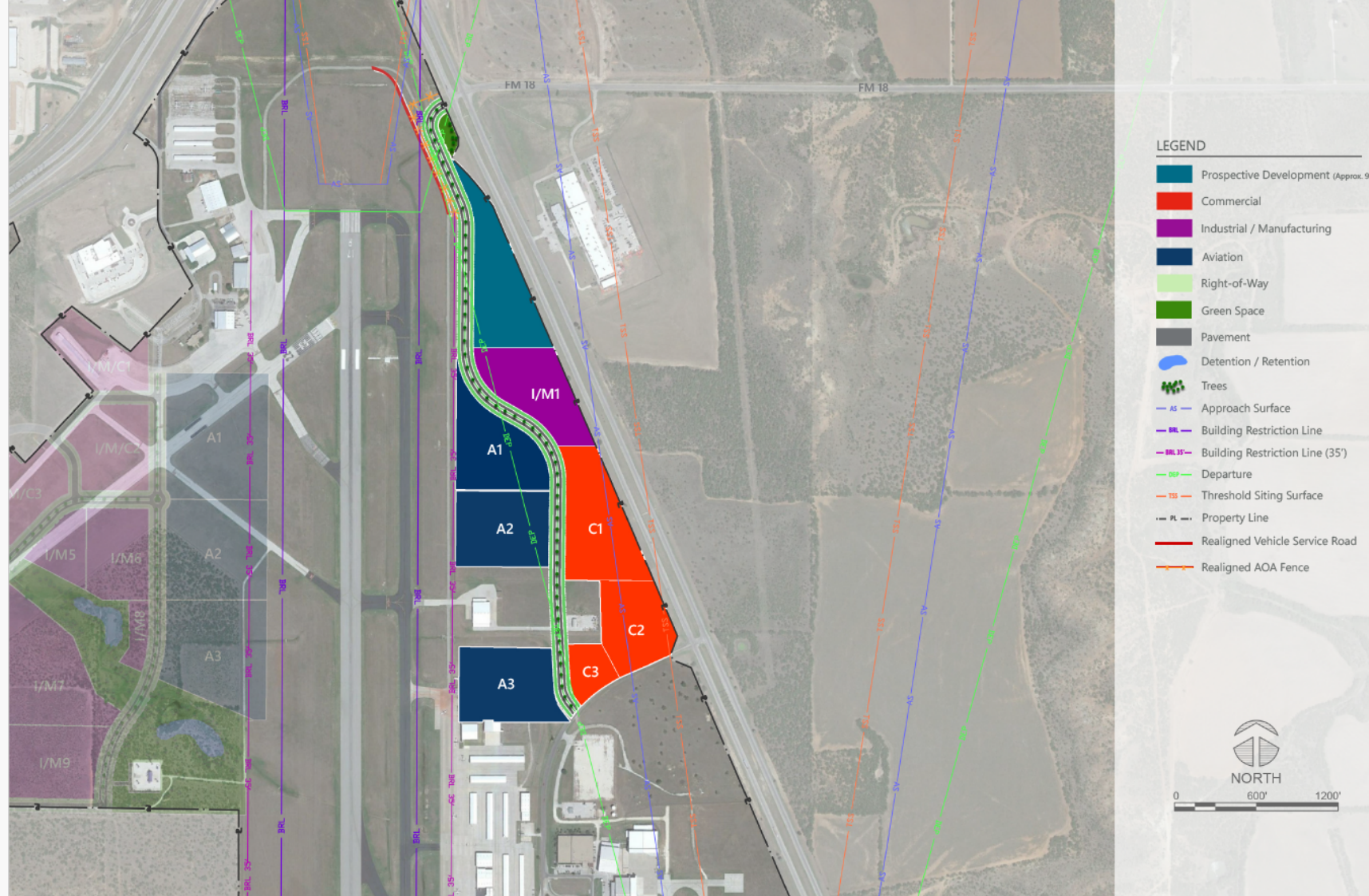
- The Airport's Land Use Plan, adopted by Council through Resolution 085-2021, identified four areas of land that could be commercially developed.
- One of the areas, Area B, was conceptualized with a new Airport Access Road going through it to open up parcels for better development potential.
- City Administration and Airport Staff worked with U.S. Representative Jodey Arrington and his staff to secure critical infrastructure funding, which was awarded to the City of Abilene through an FY24 Grant from the U.S. Housing and Urban Development's (HUD) Community Project Funding program.





- The grant was in the amount of \$6,733,562.00. This grant covers the design and construction of the road. The grant does not require the City to provide matching funds.
- The city conducted a Request for Bids (CB-2618) for the construction of the road.
- The engineer, Airport Development Board, and City staff recommend award to Bontke Brothers Construction, Inc. for concrete construction of the road in the amount of \$6,381,045.15.





CITY OF
ABILENE
TEXAS





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 7. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase Eight 2026 Chevrolet Silverado 1500 Pick-up Trucks from Caldwell Country Chevrolet, Caldwell, Texas for Signs, Signals and Lighting, Street Services, Wastewater Collection, Engineering, Water Distribution and Parks and Recreation (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase eight (8) 2026 Chevrolet Silverado 1500 Pick-up Trucks from Caldwell Country Chevrolet through sealed bid received from CB-2608 for Signs, Signals and Lighting, Street Services, Wastewater Collection and Engineering to replace existing units. One (1) is a new budget item for Water Distribution and One (1) is a new budget item for Parks and Recreation.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$294,380.00. This purchase was planned for and included in the FY26 Budget Process. This is \$69,620.00 under budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase of eight (8) 2026 Chevrolet Silverado 1500 Pick-up Trucks and awarding CB-2608 to Caldwell Country Chevrolet.

ATTACHMENTS:

1. CB-2608 Half ton pickup Trucks Resolution (2)
2. CB-2608 Half Ton Pic k-up Trucks Addtl Info
3. CB-2608 Half Ton Pic k-up Trucks Budget v. Actual
4. CB 2608 EV comparison (2)
5. CB-2608 Bid Tabulations page 1 of 2
6. CB-2608 Bid Tabulations page 2 of 2
7. CB-2608 Half Ton Pick-up Trucks PiP (2)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 1/20/2026

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE FOUR (4) HALF TON REGULAR CAB PICK-UP TRUCKS AND FOUR (4) HALF TON
EXTENDED CAB PICK-UP TRUCKS FROM CALDWELL COUNTRY CHEVROLET, CALDWELL, TX**

WHEREAS, City of Abilene has a need for Four (4) Half-Ton Regular Cab Pick-up Trucks and Four (4) Half-Ton Extended Cab Pick-up Trucks, and

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

WHEREAS, City of Abilene received pricing for Four (4) Half-Ton Regular Cab Pick-up Trucks and Four (4) Half-Ton Extended Cab Pick-up Trucks through sealed bids CB-2608; and

WHEREAS, Caldwell Country Chevrolet is the lowest viable bidder to provide Four (4) Half-Ton Regular Cab Pick-up Trucks and Four (4) Half-Ton Extended Cab Pick-up Trucks.

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

PART 1: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of Two-Hundred Ninety-Four Thousand Three Hundred Eighty Dollars and Zero Cents (\$294,380.00) for Eight Half-Ton Pick-up Trucks.

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

ADOPTED this 22nd day January, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Half Ton Pick-up Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3779	Signs, Signals and Lighting	2007	Chevrolet	SILVERADO 10903	120,056	938	\$24,150.23	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3997	Streets	2009	Ford	F-150 XL	132,934	N/A	\$34,323.61	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4212	Streets	2010	Ford	F-150 REG CAB	114,661	N/A	\$15,694.21	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4227	Wastewater Collection	2012	Chevrolet	SILVERADO 10903	137,526	5,040	\$13,707.00	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4032	Engineering	2009	Ford	F-150 XL	112,447	N/A	\$26,094.91	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4631	Water Distribution	2017	Chevrolet	Silverado 1500	154,474	13,304	\$28,210.13	Auction	3 of 4	Unit met 3 out of 4 required replacement points
NBI	Water Distribution	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NBI	Parks and Recreation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

BUDGET vs ACTUAL COSTS**Half Ton Pick-up Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3779	4102	Signs, signals and lighting	1/2T Pickup Reg Cab	\$45,000.00	\$35,750.00	(\$9,250.00)	
3997	4103	Streets	1/2T Pickup Reg Cab	\$45,000.00	\$35,750.00	(\$9,250.00)	
4212	4103	Streets	1/2T Pickup Reg Cab	\$45,000.00	\$35,750.00	(\$9,250.00)	
4227	4206	Wastewater Collection	1/2T Pickup Reg Cab	\$45,000.00	\$35,750.00	(\$9,250.00)	
4032	4101	Engineering	1/2T Pickup Ext Cab	\$46,000.00	\$37,845.00	(\$8,155.00)	
4631	4204	Water Distribution	1/2T Pickup Ext Cab	\$46,000.00	\$37,845.00	(\$8,155.00)	
NBI	4204	Water Distribution	1/2T Pickup Ext Cab	\$46,000.00	\$37,845.00	(\$8,155.00)	
NBI	5301	Parks and Recreation	1/2T Pickup Ext Cab	\$46,000.00	\$37,845.00	(\$8,155.00)	
				\$364,000.00	\$294,380.00	(\$69,620.00)	Under Budget

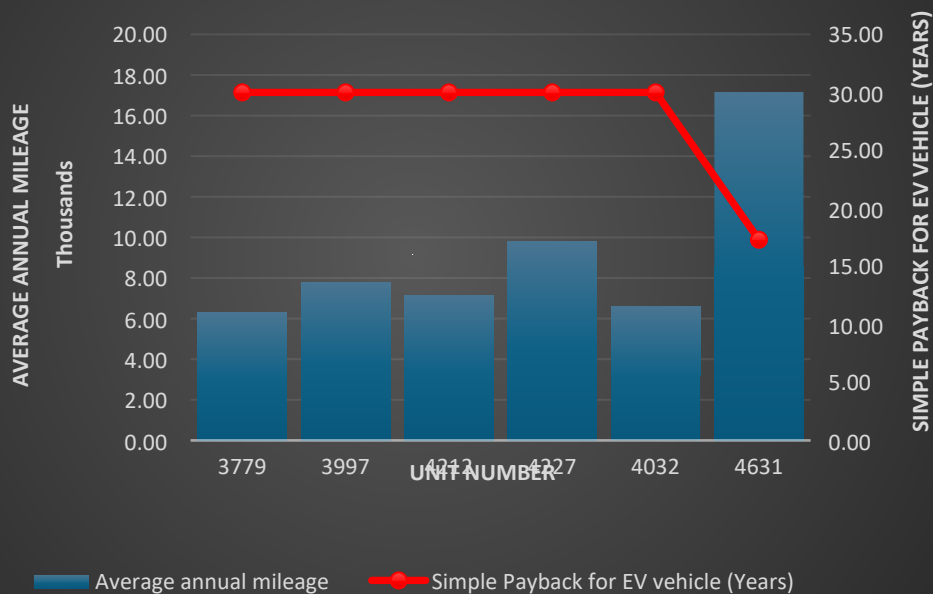
EV Comparison for Vehicle Replacements



The data below is collected from manufacturer vehicle specifications, Afleet online and Fleet software (AssetWorks). This data does not represent costs associated with installation of charging stations. MSRP cost is obtained from manufacturers website and does not include any potential discounts or upgrades.

Vehicle Type	Base Model	Gas make/model	EV Make/Model
1/2 Ton Pickup	Base Make/model	Ford F150 XL	Ford F150 Lightning
Combined average fuel economy (MPGGE)		22	70
Current MSRP Purchase Price		\$ 41,560.00	56,975
Average Distance between fueling/charging (miles)		460	230
Current average cost per gallon/kwh		\$ 2.59	0.14
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
4102-Signs, signals and lighting	3779	6,318.74	30.00
4103 - Streets	3997	7,819.65	30.00
4103 - Streets	4212	7,166.31	30.00
4206 - Wastewater Collection	4227	9,823.29	30.00
4101 - Engineering	4032	6,614.53	30.00
4204 - Water Distribution	4631	17,163.78	17.30

'Average annual mileage', 'Simple Payback for EV vehicle (Years)' by 'Unit number'



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

PAGE
1 OF 2

DEPARTMENT: FLEET
BID NO.: CB-2608
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: NOVEMBER 20, 2025

*CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

SAMES CHEVROLET
LAREDO, TX

ARROW FORD
ABILENE, TX

LAWRENCE HALL CHEVROLET
ABILENE, TX

PRESTIGE FORD/RANDALL
REED'S PLANET FORD 365
GARLAND, TX

RANDALL REED'S PLANET
FORD 635
GARLAND, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	HALF-TON REGULAR CAB, 2WD PICKUP TRUCK	4	EA	35,750.00	143,000.00	36,307.00	145,228.00	N/B	0.00	35,877.00	143,508.00	36,875.00	147,500.00	36,975.00	147,900.00
2.	HALF-TON EXTENDED CAB, 2WD PICKUP TRUCK	4	EA	37,845.00	151,380.00	38,077.00	152,308.00	38,603.00	154,412.00	40,185.00	160,740.00	DOES NOT MEET SPEC	0.00	39,330.00	157,320.00
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD / **5% LOCAL VENDOR PREFERENCE

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS															PAGE 2 OF 2
DEPARTMENT: FLEET BID NO.: CB-2608 TIME OF OPENING: 2:00 P.M. DATE OF OPENING: NOVEMBER 20, 2025				SAMES BASTROP FORD BASTROP, TX		TRIPLE CROWN FORD STEPHENVILLE, TX		GRAPEVINE DODGE GRAPEVINE, TX							
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	HALF-TON REGULAR CAB, 2WD PICKUP TRUCK	4	EA	37,547.00	150,188.00	37,640.47	150,561.88	N/B	0.00						
2.	HALF-TON EXTENDED CAB, 2WD PICKUP TRUCK	4	EA	41,988.00	167,952.00	41,051.47	164,205.88	DOES NOT MEET SPECS	0.00						
BASE BID															
DISCOUNT															
TOTAL BID															
*NOTES: INDICATES RECOMMENDED AWARD / **5% LOCAL VENDOR PREFERENCE															

Half-Ton Pick-Up Truck





CB-2608 Half Ton Pick-up Trucks

- Replacing units 3779 for Signs, Signals and Lighting, 3997, 4212 for Streets, 4227 for Wastewater Collection, 4032 for Engineering, 4631, NBI for Water Distribution and NBI for Parks and Recreation.
- Four units to be 2026 Chevrolet Silverado 1500 CC10703 Regular Cab 2WD.
- Four units to be a 2026 Chevrolet Silverado 1500 CC10763 Double Cab 2WD.
- Recommend award to Caldwell Country Chevrolet.





CB-2608 Half Ton Pick-up Trucks





**CITY COUNCIL
MEMORANDUM
1/22/2026**

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

ITEM: 8. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase Eight 2026 Ford F-250 Pick-up Trucks from Randall Reeds Planet Ford 635 (Prestige), Garland, Texas for Parks and Recreation, Signs, Signals and Lighting, Water Distribution, Solid Waste and Stormwater (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase eight (8) 2026 Ford F-250 Pick-up Trucks from Randall Reeds Planet Ford 635 (Prestige) through bid received from CB-2609 for Parks and recreation, Signs, signals and Lighting, Water Distribution, Solid Waste and Stormwater to replace existing units.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$352,040.00. This purchase was planned for and included in the FY26 Budget Process. This is \$42,960.00 under budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase of eight (8) 2026 Ford F-250 Pick-up Trucks and awarding CB-2609 to Randall Reeds Planet Ford 635 (Prestige).

ATTACHMENTS:

1. CB-2609 Three quarter ton pickup Trucks Resolution (2)
2. CB-2609 Three Quarter Ton Pic k-up Trucks Addtl Info (1)
3. CB-2609 Three Quarter Ton Pic k-up Trucks Budget vs Actual (1)
4. EV comparison FY26 Three Quarter Ton Pick up (1) (3)
5. CB-2609 Bid Tabulations page 1 of 2
6. CB-2609 Bid Tabulations page 2 of 2
7. CB-2609 Three Quarter Ton Pick-up Trucks PiP (1)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 01/20/2026

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE EIGHT (8) THREE-QUARTER TON PICK-UP TRUCKS FROM RANDALL REEDS PLANET
FORD 635 (PRESTIGE), GARLAND TX**

WHEREAS, City of Abilene has a need for Eight (8) Three-Quarter Ton Pick-up Trucks; and

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

WHEREAS, City of Abilene received pricing for Eight (8) Three-Quarter Ton Pick-up Trucks through sealed bids CB-2609; and

WHEREAS, Randall Reeds Planet Ford 635 (Prestige) is the lowest viable bidder to provide Eight (8) Three-Quarter Ton Pick-up Trucks.

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

PART 1: That the City Council approves this purchase from Randall Reeds Planet Ford 635 (Prestige) of Garland, Texas in the amount of Three Hundred Fifty-Two Thousand, Forty Dollars and Zero Cents (\$352,040.00) for Eight (8) Three-Quarter Ton Pick-up Trucks

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

ADOPTED this 22nd day January, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Three Quarter Ton Pick-up Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3422	Parks	2004	Chevrolet	CC25903	119,509	7,728	\$30,509.40	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3555	Parks	2005	Ford	F-250	106,235	7,558	\$35,700.82	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3909	Parks	2008	Ford	F-250 XL	114,604	9,446	\$22,630.71	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4302	Signs, signals and Lighting	2012	Ford	F-150 REG CAB	113,839	N/A	\$17,104.99	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3311	Water Distribution	2003	Chevrolet	CC25903	110,025	7,225	\$27,115.99	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3912	Solid Waste	2008	Ford	F-250 XL	145,980	10,060	\$15,935.84	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4456	Solid Waste	2014	Ford	F-250 XL REG CAB	123,693	10,593	\$27,321.90	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3914	Stormwater Utility	2008	Ford	F-250 XL 4WD	114,739.00	9,742	\$31,921.72	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS
Three Quarter Ton Pick-up Trucks

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3422	5301	Parks	3/4T Pickup Reg Cab	\$49,000.00	\$43,275.00	(\$5,725.00)	
3555	5301	Parks	3/4T Pickup Reg Cab	\$49,000.00	\$43,275.00	(\$5,725.00)	
3909	5301	Parks	3/4T Pickup Reg Cab	\$49,000.00	\$43,275.00	(\$5,725.00)	
4302	4202	Signs, Signals and Lightin	3/4T Pickup Reg Cab	\$48,000.00	\$43,275.00	(\$4,725.00)	
3311	4204	Water Distribution	3/4T Pickup Reg Cab	\$49,000.00	\$43,275.00	(\$5,725.00)	
3912	4104	Solid Waste	3/4T Pickup Reg Cab	\$49,000.00	\$43,275.00	(\$5,725.00)	
4456	4104	Solid Waste	3/4T Pickup Reg Cab with win	\$50,500.00	\$46,640.00	(\$3,860.00)	
3914	4102	Stormwater	3/4T Pickup Reg Cab 4WD	<u>\$51,500.00</u>	<u>\$45,750.00</u>	<u>(\$5,750.00)</u>	
				\$395,000.00	\$352,040.00	(\$42,960.00)	Under Budget

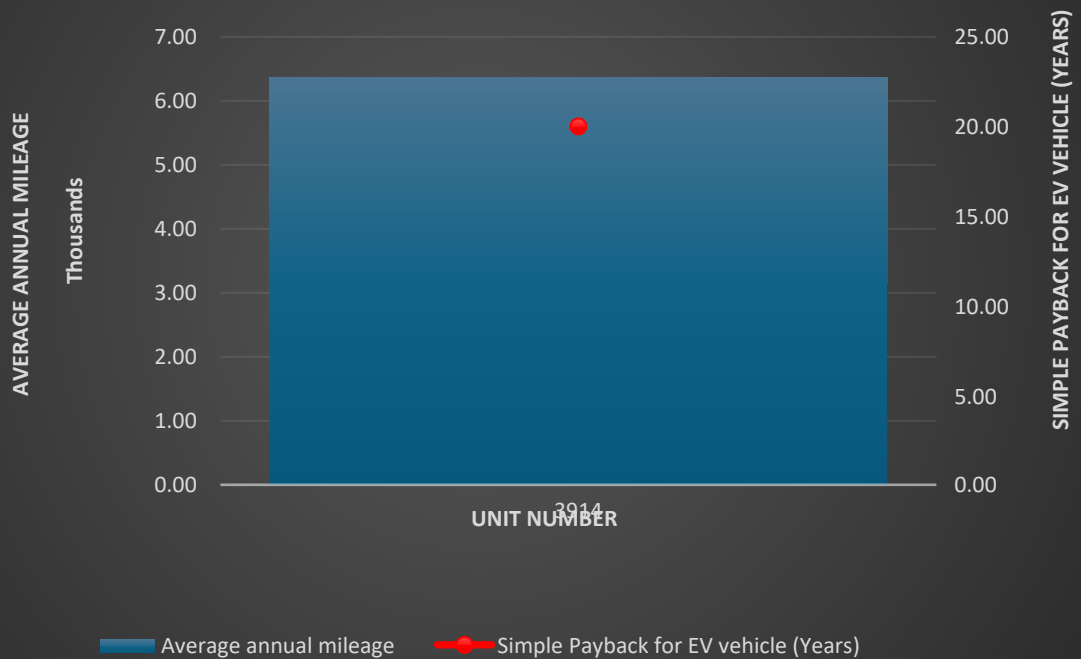
EV Comparison for Vehicle Replacements



The below data is collected from manufacturer vehicle specifications, Afleet online and Fleet software (AssetWorks). This data does not represent costs associated with installation of charging stations. MSRP cost is obtained from manufacturers website and does not include any potential discounts or upgrades.

Vehicle Type	Base Model	Gas make/model	EV Make/Model
3/4 Ton Pick-up	Same as Gas Make/model	Ford F-250	NO EV Equivalent
Combined average fuel economy (MPG/GGE)		17	N/A
Current MSRP Purchase Price		\$ 45,300.00	N/A
Average Distance between fueling/charging (miles)		400	N/A
Current average cost per gallon/kwh		\$ 2.65	N/A
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
5301 - Parks	3422	5,448.36	
5301 - Parks	3555	5,058.81	
5301 - Parks	3909	6,366.88	
4202-Signs, signals & Lighting	4302	8,131.35	
3311 - Water Distribution	3311	4,783.69	
3912 - Solid Waste	3912	8,110.00	
4456 - Solida Wate	4456	10,307.75	
3914 - Stormwater	3914	6,374.38	20.00

'Average annual mileage', 'Simple Payback for EV vehicle (Years)' by 'Unit number'



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

PAGE
1 OF 2

DEPARTMENT: FLEET
BID NO.: CB-2609
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: NOVEMBER 20, 2025

PRESTIGE FORD/RANDALL
REED'S PLANET FORD 365
GARLAND, TX

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

ARROW FORD
ABILENE, TX

RANDALL REED'S PLANT
FORD 365
GARLAND, TX

LAWRENCE HALL CHEVROLET
ABILENE, TX

TRIPLE CROWN FORD
STEPHENVILLE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	THREE-QUARTER TON REGULAR CAB, 2WD PICKUP TRUCK	6	EA	43,275.00	259,650.00	43,475.00	260,850.00	DOES NOT MEET TIME	0.00	43,300.00	259,800.00	INCOMPLETE BID	0.00	44,790.47	268,742.82
2.	THREE-QUARTER TON REGULAR CAB, 2WD PICKUP TRUCK W/WINCH	1	EA	46,640.00	46,640.00	46,375.00	46,375.00	DOES NOT MEET TIME	0.00	INCOMPLETE BID	0.00	INCOMPLETE BID	0.00	INCOMPLETE BID	0.00
3.	THREE-QUARTER TON REGULAR CAB, 4WD PICKUP TRUCK	1	EA	45,750.00	45,750.00	45,900.00	45,900.00	DOES NOT MEET TIME	0.00	45,850.00	45,850.00	INCOMPLETE BID	0.00	47,307.47	47,307.47
BASE BID					352,040.00		353,125.00								
DISCOUNT															
TOTAL BID					352,040.00		353,125.00								

*NOTES: INDICATES RECOMMENDED AWARD,

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

PAGE
2 OF 2

DEPARTMENT: FLEET
BID NO.: CB-2609
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: NOVEMBER 20, 2025

GRAPEVINE DODGE
GRAPEVINE, TX

SAMES BASTROP FORD
BASTROP, TX

SAMES LAREDO CHEVROLET
LAREDO, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	THREE-QUARTER TON REGULAR CAB, 2WD PICKUP TRUCK	6	EA	45,180.00	271,080.00	45,671.00	274,026.00	47,260.00	283,560						
2.	THREE-QUARTER TON REGULAR CAB, 2WD PICKUP TRUCK W/WINCH	1	EA	INCOMPLETE BID	0.00	INCOMPLETE BID	0.00	INCOMPLETE BID	0.00						
3.	THREE-QUARTER TON REGULAR CAB, 4WD PICKUP TRUCK	1	EA	47,832.00	47,832.00	48,237.00	48,237.00	49,225.00	49,225.00						
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Three-Quarter Ton Pick-Up Truck





CB-2609 Three-Quarter Ton Pick-up Trucks

- Replacing units 3422, 3555, 3909 for Parks and Recreation, 4302 for Signs, signals and Lighting, 3311 for Water Distribution, 3912, 4456 for Solid Waste and 3914 for Stormwater.
- Six units to be 2026 Ford F-250 Regular Cab 2WD.
- One unit to be a 2026 Ford F-250 Regular Cab 2WD with winch.
- One unit to be a 2026 Ford F-250 Regular Cab 4WD.
- Recommend awards of unit to Randall Reeds Planet Ford 635 Prestige.





CB-2609 Three-Quarter Ton Pick-up Trucks





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase Two 2026 Ram 3500 with Knapheide Body and One 2026 Ram 2500 with Knapheide Body Utility Trucks from Grapevine Dodge, Chevrolet, Jeep, Grapevine, Texas for Water Production and Water Distribution (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase two 2026 Ram 3500 with Knapheide Body and One 2026 Ram 2500 with Knapheide Body Utility Trucks from Grapevine Dodge, Chevrolet, Jeep, Grapevine, Texas through bid received from CB-2615 for Water Production and Water Distribution replace existing units. Fleet Services has elected to include an optional spare wheel and tire for each unit, which adds \$1,025.00 to the base bid listed in the tabulations.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$177,469.00. This purchase was planned for and included in the FY26 Budget Process. This is \$94,531.00 under budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase of two 2026 Ram 3500 with Knapheide Body and One 2026 Ram 2500 with Knapheide Body Utility Trucks and awarding CB-2615 to Grapevine Dodge, Chevrolet, Jeep.

ATTACHMENTS:

1. CB-2615 Utility Trucks Resolution (2)
2. CB-2615 Utility Trucks Budget vs Actual (2)
3. CB-2615 Utility Trucks Addtl Info (2)
4. CB-2615 Bid Tabulations page 1 of 2
5. CB-2615 Bid Tabulations page 2 of 2
6. CB-2615 Utility Trucks Trucks PiP (2)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 01/20/2026

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE THREE (3) UTILITY TRUCKS FROM GRAPEVINE DODGE, CHEVROLET, JEEP, GRAPEVINE
TX**

WHEREAS, City of Abilene has a need for One (1) Three-Quarter Ton Utility Truck and Two (2) One-Ton Utility Trucks; and

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

WHEREAS, City of Abilene received pricing for One (1) Three-Quarter Ton Utility Truck and Two (2) One-Ton Utility Trucks through sealed bids CB-2615; and

WHEREAS, Grapevine Dodge, Chevrolet, Jeep is the lowest viable bidder to provide One (1) Three-Quarter Ton Utility Truck and Two (2) One-Ton Utility Trucks; and

WHEREAS, Fleet Services has elected to include the option of spare wheels and tires for each unit.

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

PART 1: That the City Council approves this purchase from Grapevine Dodge, Chevrolet, Jeep of Grapevine, Texas in the amount of One Hundred Seventy-Seven Thousand, Four Hundred Sixty-Nine Dollars and Zero Cents (\$177,469.00) for Three (3) Utility Trucks.

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

ADOPTED this 22nd day January, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS**Utility Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4568	4202	Water Production	3/4T Utility Truck 4WD	\$78,000.00	\$55,756.00	(\$22,244.00)	
4596	4204	Water Distribution	1 Ton Utility Truck Reg Cab	\$84,000.00	\$53,849.00	(\$30,151.00)	
3638	4204	Water Distribution	1 Ton Utility Truck Tall Shelves	\$110,000.00	\$67,864.00	(\$42,136.00)	
				\$272,000.00	\$177,469.00	(\$94,531.00)	Under Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Utility Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4568	Water Production	2016	Ford	F-250XL Reg Cab	174,474	8,177	\$30,301.90	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4596	Water Distribution	2016	Ford	F-350 XL Super Duty	144,565	15,642	\$30,380.00	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3638	Water Distribution	2006	Chevrolet	CC36003	156,705	11,215	\$67,705.00	Auction	3 of 4	Unit met 3 out of 4 required replacement points

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

PAGE
1 OF 2

DEPARTMENT: FLEET
BID NO.: CB-2615
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: DECEMBER 9, 2025

*GRAPEVINE DODGE
GRAPEVINE, TX

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

LAWRENCE HALL
CHEVROLET
ABILENE, TX

GUNN CHEVROLET
SELMA, TX

RANDALL REED'S PLANET
FORD 365
GARLAND, TX

SAMES CHEVROLET
LAREDO, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	UTILITY TRUCK: 1-TON, CREW CAB, 2WD, DUAL REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		67,489.00		66,110.00		INCOMPLETE BID		INCOMPLETE BID		INCOMPLETE BID		DOES NOT MEET SPECS
2.	UTILITY TRUCK: 1-TON, REGULAR CAB, 2WD, SINGLE REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		53,524.00		60,500.00		DOES NOT MEET TIME		INCOMPLETE BID		INCOMPLETE BID		DOES NOT MEET SPECS
3.	UTILITY TRUCK: ¾-TON, REGULAR CAB, 4WD, SINGLE REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		55,431.00		59,200.00		DOES NOT MEET TIME		INCOMPLETE BID		INCOMPLETE BID		DOES NOT MEET SPECS
BASE BID					176,444.00		185,810.00								
DISCOUNT															
TOTAL BID					176,444.00		185,810.00								

*NOTES: INDICATES RECOMMENDED AWARD

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

PAGE
2 OF 2

DEPARTMENT: FLEET
BID NO.: CB-2615
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: DECEMBER 9, 2025

LEGACY BROTHERS INC.
DOUGLAS, GA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	UTILITY TRUCK: 1-TON, CREW CAB, 2WD, DUAL REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		INCOMPLETE BID										
2.	UTILITY TRUCK: 1-TON, REGULAR CAB, 2WD, SINGLE REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		INCOMPLETE BID										
3.	UTILITY TRUCK: ¾-TON, REGULAR CAB, 4WD, SINGLE REAR WHEEL, LONG BED CAB & CHASSIS	1	EA		INCOMPLETE BID										
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Utility Trucks





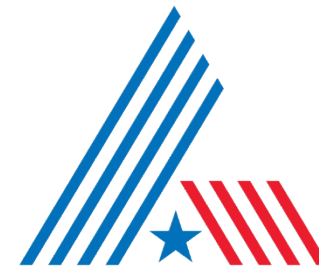
CB-2615 Utility Trucks

- Replacing units 4596 and 3638 for Water Distribution and 4568 for Water Production.
- One unit to be a 2026 Ram 3500 Crew Chassis 4x2 DD3L93 with Knapheide 6108D5460 Utility Body.
- One unit to be a 2026 Ram 3500 Regular Cab D23L62 with Knapheide 696 Utility Body.
- One unit to be a 2026 Ram 2500 Regular Cab 4x4 D57L62 with Knapheide 696 Utility Body.
- Recommend award to Grapevine Dodge, Chevrolet, Jeep.





CB-2615 Utility Trucks



CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 10. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One 2026 Ford F450 Regular Cab with Aerial F4G (VSW-25754) from Rockdale Country Ford, Rockdale, Texas for Facilities Maintenance (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase One 2026 Ford F450 regular cab with Aerial F4G (VSW-25754) from Rockdale Country Ford, Rockdale, Texas through Buyboard Cooperative contract # 724-23 for Facilities Maintenance. This is to replace unit 3606, which has met the end of its useful life. Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Sourcewell is such a program, and the purchase meets the competitive bidding requirements. The replacement bucket truck has increased in the size and capability of the aerial system to meet the needs of the Facilities Maintenance Division. The changes made to the unit impacted the budget overage.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$191,370.00. This purchase was planned for and included in the FY24 Budget Process. This is \$106,370.00 over budget. These amounts include the spare tire carrier listed in the quote as an option above the base quote.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase One 2026 Ford F450 regular cab with Aerial F4G (VSW-25754) from Rockdale Country Ford, Rockdale, Texas through Buyboard Cooperative contract # 724-23 for Facilities Maintenance

ATTACHMENTS:

1. FY24 Co-Op One person Bucket Truck Resolution (1)
2. FY24 Co-Op CPS-BUYBOARD-ROCKDALE COUNTRY FORD.doc ABILENE -2026 FORD F450 REGULAR CAB 4X2 (60CA) W-VERSALIFT AERIAL T-30-I F4G-1X-JANUARY2 (VSW-25754)
3. FY24 Co-op One person Bucket Truck Addtl Info (1)
4. FY24 Coop One Person Bucket Truck Budget vs Actual (1)
5. FY24 Co-op One Person Bucket Truck PiP (1)

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 01/20/2026

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE ONE (1) ONE PERSON 30FT BUCKET TRUCK FROM ROCKDALE COUNTRY FORD,
ROCKDALE TX THROUGH BUYBOARD CO-OPERATIVE CONTRACT #724-23, QUOTE # VSW-25754**

WHEREAS, City of Abilene has a need for One (1) One Person 30 Foot Bucket Truck; and

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

WHEREAS, City of Abilene received pricing for One Person 30 Foot Bucket Truck through Buyboard Co-operative Contract #724-23, Quote # VSW-25754; and

WHEREAS, City of Abilene includes the optional spare tire carrier; and

WHEREAS, Rockdale Country Ford is the Buyboard approved vendor for the 2026 Ford F450 regular cab with Aerial F4G (VSW-25754) One Person 30-foot Bucket Truck .

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

PART 1: That the City Council approves this purchase from Rockdale Country Ford of Rockdale, Texas in the amount of One Hundred Ninety-One Thousand, Three Hundred Seventy Dollars and Zero Cents (\$191,370.00) for One (1) One Person 30 Foot Bucket Truck.

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

ADOPTED this 22nd day January, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

QUOTE# VSW-25754

CONTRACT PRICING WORKSHEET

End User: CITY OF ABILENE			Contractor: ROCKDALE COUNTRY		
Contact Name: EMMA DILLINGER			ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY		
Email : EMMA.DILLINGER@ABILENETX.GOV			Prepared By: Averyt Knapp		
Phone #: 325-514-4889			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City & State:			Fax #: 979-567-4376		
Date Prepared: JANUARY 2, 2026,			Address: P. O. Box 72, ROCKDALE, TX 76567		
Contract Number: BUY BOARD #724-23			Tax ID # 27-3037856		
Product Description: 2026 FORD F450					
A Base Price (\$58,965) & Options (\$131,614):					\$190,579
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 16,500#GVWR, 60"CA, 6.7L-V8 DIESEL, 10- SPD AUTOMATIC, 4.30 LIMITED SLIP REAR AXLE, 225/70R19.5G (7) W/SPARE, 40-20- 40 SEATS W/COVERS, AIR CONDITION, AMFM- STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, PLATFORM RUNNING BOARDS, 400W OUTLET, OEM TRAILER BRAKE CONTROLLER, CENTER HIGH MOUNTED STOP LAMP (CHMSL), 6-TON HYDRAULIC JACK, HD ALTERNATORS, EXTRA HD FRONT END SUSPENSION, DUAL 68 AH/65 AGM BATTERY, REAR VIEW CAMERA & PREP KIT, VERSALIFT AERIAL T-30-I WITH OPTION 2 JIB & WINCH INCLUDED, VSW-25754, PER ATTACHED	\$131,614			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	VERSALIFT OPTION 1	N/I			

	CARRIER \$391 (NOT INCLUDED IN PRICE) (SEE PAGE 5 OF 5)				
	VERSALIFT OPTION 2 ARTICULATED JIB & WINCH INCLUDED IN PRICE \$10,734 (SEE PAGE 5 OF 5)	INCL			
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$190,579
Quantity Ordered					1
Subtotal E					\$190,579
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$190,979
Estimated Delivery Date:				240-300 DAYS APPX	

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
One Person Bucket Truck

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3606	Facilities Maintenance	2005	Ford/Versalift	F450/T-31001003	136,505	7,237	\$123,840.90	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS**One person Bucket Truck**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3606	5306	Facilities Maintenance	One Person Bucket Tru	\$85,000.00	\$191,370.00	\$106,370.00	Budgeted in FY24
				\$85,000.00	\$191,370.00	\$106,370.00	Over Budget

One Person Bucket Truck





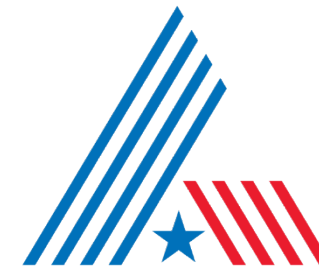
FY24 One Person Bucket Truck

- Replacing unit 3606 for Facilities Maintenance.
- Unit to be a 2026 Ford F-450 regular cab 4x2 with Versalift Aerial T-30-I with Jib.
- Unit is to be purchased from Rockdale Country Ford, Rockdale, TX through Buyboard Cooperative contract number 724-23.





FY24 One Person Bucket Truck



CITY OF
ABILENE
T E X A S



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Submission of Defense Economic Adjustment Assistance Grant (DEAAG) Application for Purchase of a Utility Services Vehicle (Bucket Truck) for Dyess Air Force Base (Max Johnson)

GENERAL INFORMATION

This item authorizes the City of Abilene to submit a Defense Economic Adjustment Assistance Grant (DEAAG) to the Office of the Governor, State of Texas, Military Preparedness Commission for the purchase of a Utility Service Vehicle (Bucket Truck) for Dyess AFB. Total cost of said vehicle is \$297,100.00 of which, \$237,100.00 is paid with DEAAG funding, \$50,000.00 is paid with City contributing funding from the Minor Improvement Fund (MIP), and \$10,000.00 is paid with Abilene Chamber of Commerce Military Affairs Council funding. The utility service vehicle will support power outage repairs, facility electrical and communication line access, and conduct airfield lighting maintenance for Dyess AFB. In addition, through established cooperative agreements, the City of Abilene will have the ability to request temporary use of the bucket truck for emergency or high priority events.

FUNDING/FISCAL IMPACT

The City of Abilene will contribute \$50,000.00 in local contributing funds from the Minor Improvement Fund (MIP) for the DEAAG purchase.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval to authorize the City of Abilene to submit the DEAAG application to the Office of the Governor, State of Texas, Military Preparedness Commission

ATTACHMENTS:

1. RESOLUTION -- Authorize Submittal of DEAAG Application - 1-22-2026
2. FY26 DEAAG Application Dyess AFB-Abilene TX
3. Attachment B-City of Abilene Pending Litigation and City Manager Note (1)
4. Attachment C-Authorizing Entity Participation
5. Attachment E-Utility Services Vehicle Quote
6. Attachment J-Dyess AFB Endorsement Memo
7. Presentation -- Authorize Submission of DEAAG Application for Utility Truck Purchase - 1-22-2026

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ALLOWING APPLICATION SUBMITTAL INTO THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT (DEAAG) FOR FUNDING OF A UTILITY SERVICES VEHICLE (BUCKET TRUCK) FOR DYESS AIR FORCE BASE (AFB), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS OR AGREEMENTS NECESSARY

WHEREAS, the purpose of the DEAAG is to provide state funds to defense communities that have been or may be affected by a base realignment and closure action for the purchase of property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment; and

WHEREAS, this DEAAG application requests state funding in the amount of \$237,100.00, and is for the purchase of a Utility Services Vehicle for Dyess AFB; and

WHEREAS, the DEAAG will reimburse the City of Abilene for actual and allowable allocable costs paid; and

WHEREAS, the City of Abilene will provide \$50,000.00 and the Chamber of Commerce Military Affairs Council will provide \$10,000.00 as contributing funds to the DEAAG, and

WHEREAS, the purchased vehicle will support power outage repairs, facilitate electrical and communication line access, and conduct airfield lighting maintenance for Dyess AFB, and

WHEREAS, Staff recommends approval to submit DEAAG application to the State of Texas, and to authorize the City Manager to execute any necessary documents or agreements for the purposes of the DEAAG in the purchasing of the requested Utility Services Vehicle (Bucket Truck).

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

Part 1: That the City Council of the City of Abilene authorizes submittal of the DEAAG application for the purchase of a Utility Services Vehicle (Bucket Truck) in the amount of \$237,100.00 state funds, \$50,000.00 City of Abilene funds, and \$10,000 Chamber of Commerce Military Affairs Council funds in accordance to the terms and conditions of the DEAAG from the Office of the Governor, Texas Military Preparedness Commission.

Part 2: That the City Manager is authorized to execute any necessary documents or agreements for the purposes of the DEAAG and associated purchase of vehicle.

Part 3: That the City Council finds the use of the state, City, and local funds for the purchase of Utility Vehicle (Bucket Truck) will benefit both Dyess AFB and the City of Abilene.

Part 4: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT

OFFICE OF THE GOVERNOR
Texas Military Preparedness Commission

Fall 2025

(Fiscal Year 2026)

<i>For TMPC Use Only</i>
Date Received
Applicant
Project

Program Overview

The program is administered by the Texas Military Preparedness Commission (Commission) within the Office of the Governor. The Defense Economic Assistance Adjustment Grant (DEAAG) is codified in Texas Government Code Chapter 436 and in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code.

Eligible local governmental entities may be awarded a grant if the commission determines that the entity may be adversely or positively affected by an anticipated, planned, announced, or implemented action of the United States Department of Defense (DoD) to close, reduce, increase, or otherwise realign defense worker jobs or facilities.

To review Texas Government Code 436, visit
<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.436.htm>.

To review the Texas Administrative Code, visit
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=1&pt=1&ch=4&sch=B&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=1&pt=1&ch=4&sch=B&rl=Y)

All grant funds must be expended within two years of the award date. This grant follows the Texas Grant Management Standards.

A defense community is eligible for a grant from DEAAG if the commission determines that it satisfies one of the eligibility criteria as referenced in above in the Texas Government Code and Texas Administrative Code. The grant funds are administered on a reimbursement basis. Administrative costs will not be allowed for reimbursement. Please contact the Texas Military Preparedness Commission at tmpe@gov.texas.gov or (512) 475-1475 should you have any questions.

The grant will be scored on the following criteria: military value, project probability, relation to the National Defense Strategy, dual military/community benefit, resiliency, and efficiency.

Unauthorized changes to this application will render the application and any subsequent grant void.

An endorsement letter from the installation commander is required. Other support letters can be attached to application but are not part of the scoring process.

This application is limited to 50 pages.

Applications are due no later than 5:00 PM CT on Friday, November 07, 2025.

Applications received after this time will be ineligible for consideration. (Due to the Federal Government Shutdown the deadline was extended from October 17, 2025)

Applications are accepted via email (preferred) at tmpe@gov.texas.gov, in-person, or at the addresses below postmarked by the application deadline:

Mailing Address:

Texas Military Preparedness Commission
Commission Office of the Governor
P.O. Box 12428
Austin, TX 78711

Street Address:

Texas Military Preparedness
Office of the Governor
1100 San Jacinto
Austin, TX 78701

For additional information on DEAAG, please refer to <http://www.gov.texas.gov/military/grants>.

Applicant Information

Name of Applicant City of Abilene, Texas

Address P.O. Box 60
Abilene, Texas 79604

Point of Contact Emily Crawford, City Manager

Point of Contact Phone 325-676-6201

Point of Contact Email emily.crawford@abilenetx.gov

1. Are all involved entities current on all obligations with the State of Texas?

☒ Yes ☐ No

If no, please explain. Attach additional pages as necessary as Attachment A.

2. Is there a pending claim or litigation against any entity involved with the project?

☒ Yes ☐ No

If yes, please explain. Attach additional pages as necessary as Attachment B.

Pending litigation is routine for the city and none would influence the city's ability to perform under the grant covenants and commitments (see Attachment B--City of Abilene Pending Litigation and City Manager Note).

3. Please provide documentation authorizing entity to participate in program. An example is a public hearing, ordinance, or resolution. Attach as Attachment C.

Project Summary

Project Name: Dyess AFB Utility Services Vehicle (Bucket Truck)

4. Provide a **short** summary of the project to be funded.

Dyess AFB urgently requires a utility services vehicle (Terex Hi-Ranger Optima TC55 bucket truck) to support power outage repairs, facilitate electrical and communication line access, and conduct airfield lighting maintenance. Dyess' original vehicle is broken and at its end-of-life with no viable path to repair and no replacement vehicle available in the Air Force inventory until at least 2031. Dyess has spent \$328,000 since 2019 leasing a vehicle to execute their mission. Dyess has been unable to purchase a new vehicle outright due to appropriations limitations on how Operations & Maintenance funds are spent (limited to short-term leases only). A new vehicle would allow Dyess to perform mission essential work while also offering the City of Abilene an option for similar repair work via existing joint-use agreements. Funding this utility services vehicle will DRAMATICALLY improve Dyess' ability to execute its missions of strategic importance.

5.

Funding Source	Total Dollar Amount	Percentage Share of Project
A. Requested Amount of DEAAG	\$ 237,100.00	79.80%
B. Federal	\$ 0.00	0.00%
If DEAAG is being used towards matching a federal grant, please note the total amount of the federal grant.		0.00%
C. Local Community Funding (Note if funding is in-kind).	\$ 60,000.00	20.20%
D. Other Sources	\$ 0.00	0.00%
Total Project	\$ 297,100.00	100.00%

Eligibility

6. An entity is eligible for DEAAG if it satisfies one of the following; please select which qualification applies:

- ☒ Municipality or county that is a defense community as defined in Local Government Code 397.001.
- ☐ Regional planning commission that has a defense community within its boundaries.
- ☐ Public junior college district that is wholly or partly located in a defense community.
- ☐ Campus or extension center for education purposes of the Texas State Technical College System located in a defense community.
- ☐ Defense base development authority created under Local Government Code 379B.
- ☐ Political subdivision having the power of a defense base development authority created under Local Government Code 379B.

Eligibility of Adversely Affected Community

☒ This applicant is not adversely affected. Please proceed to question 8.

7. An entity is an adversely affected defense community if it has experienced:

- ☐ An anticipated, planned, announced, or implemented action of the Department of Defense to close, reduce, or otherwise realign defense worker jobs or facilities.

Eligibility of a Positively Affected Community

☐ This applicant is not positively affected. Please proceed to question 9.

8. An entity is a positively affected defense community if it has experienced:

- ☒ Increase in military missions, including personnel gains at a military installation, within a municipality or county as a result of a Department of Defense anticipated, planned, announced, or implemented action to increase or otherwise realign defense worker jobs or facilities.

Summary of Impact & Eligibility

9. Provide a Summary of Eligibility regarding status as positively or negatively affected community with documentation.

Describe the impact of the change in mission or personnel in the military installation or defense facility and community or the gain that is predicted to occur. Describe the impact on housing, transportation, infrastructure, and security where applicable. Attach additional pages as necessary as Attachment D.

DEAAG program consideration/eligibility is dependent on supporting documentation.

The bucket truck is Dyess' primary vehicle to support both scheduled and unscheduled power outages on the installation. In 2024, there were a total of 41 unscheduled outages and 16 scheduled outages ranking Dyess #4 of 73 among all Air Force bases and #1 of 8 bases in Air Force Global Strike Command for total power outages. The power demands at Dyess are expected to increase with the addition of the new B-21 stealth bomber mission and an estimated local population increase of 5,600 service members and their families. The Fiscal Year 2026 National Defense Authorization Act included \$120M in B-21 related military construction projects for Dyess with the ground-breaking of a new fuels depot facility having occurred on December 15, 2025.

Project Description

10. Check all that apply:

- ☐ Construct New Facility / Infrastructure¹
- ☐ Expand Existing Facility / Infrastructure¹
- ☐ Renovate Facility / Infrastructure¹
- ☐ Federal Grant Match²
- ☐ Property Purchase³
- ☐ Purchase of Insurance⁴
- ☒ Purchase Capital Equipment
- ☐ Purchase Training Equipment

¹ New Construction, Expansion or Renovation of Facilities or Infrastructure – Describe the use of the facility or infrastructure to be constructed or replaced, expanded, or renovated.

² Federal Match Grant – Summarize the use of the DEAAG funding in obtaining federal funding. A federal award letter, Memorandum of Understanding, or agreement must be provided before the release of state grant funds.

³ Property Purchase – Describe the real or personal property to be purchased. Include general description of buildings and a map of the property to be purchased accompanied by a copy of the conveyance documents or a summary of conveyance negotiations.

⁴ Purchase of Insurance – Describe the insurance to be purchased including the type of coverage limits.

11. Provide a description of the project in the space below including specific details and documentation of the applicable project description as noted above. Examples include anticipated costs, project timeline, military gifting timeline, etc. Attach additional pages as necessary as Attachment E.

This project is intended to fully fund the purchase of a utility services bucket truck for Dyess AFB in order to conduct mission critical power outage repairs (both scheduled and unscheduled) as well as support lighting repairs/replacement in aircraft hangars and on the airfield.

The bucket truck is a Terex Hi-Ranger Optima TC55 vehicle with total cost of \$297,100 (see Attachment E--Utility Services Vehicle Quote).

Since 2019, Dyess has not had a functioning bucket truck with their vehicle in disrepair and beyond its 2024 intended service life. There are no viable alternative Air Force funding paths for a new vehicle until at least 2031 and no replacement vehicles available in the Air Force inventory. In the interim, Dyess has spent \$328,000 to lease a similar vehicle for critical power and lighting repairs and spent over \$42,000 attempting to repair their old bucket truck. A new vehicle would allow Dyess to conduct mission essential work on base without having to expend funds on a leased truck.

12. Does the project add military value to a military installation or defense facility? How? Attach additional pages as necessary as Attachment F.

Yes, a new bucket truck directly supports and adds military value to Dyess AFB including the B-1 bomber global strike mission and the C-130J airlift mission while also supporting the activities of nearly 14,000 personnel affiliated with the installation including active-duty members, dependents, civilians and retirees. As recently reported in the news, Dyess' B-1 bombers directly supported Operation Absolute Resolve in Venezuela and played a critical part in the success of that mission. Additionally, the C-130J aircraft routinely support airlift and airdrop activities across the globe. These operations require consistent, on-base power and lighting during planning and execution. Failure to ensure uninterrupted power will adversely affect successful mission execution.

This bucket truck will help ensure uninterrupted power for all on-going and future missions at Dyess as well as support the arrival of the new B-21 stealth bomber and associated personnel on base.

13. Is the project consistent with the most recent National Defense Strategy? How? Attach additional pages as necessary as Attachment G.

The acquisition of a utility services vehicle represents a cost-effective, mission-enhancing, and resilience-focused investment consistent with the National Defense and National Security Strategies. The NDS prioritizes installation resilience, operational readiness and defense support to civil authorities--this vehicle would enhance Dyess' ability to recover operations under degraded conditions (power outages, etc.) as well improve readiness through shared assets and improved response times. The NSS emphasizes the resilience of critical infrastructure, domestic preparedness and whole-of-government/whole-of-community approaches--the vehicle would help enable rapid recovery from grid disruptions or national disasters both on and off the installation.

14. Does the project have dual community/military benefit? How? Attach additional pages as necessary as Attachment H.

Yes, the proposed project provides a clear and direct dual military and community benefit, while strengthening both infrastructure resiliency and operational readiness. The requested Terex Hi-Ranger Optima TC55 bucket truck will be primarily utilized by Dyess AFB to support critical infrastructure and maintenance activities across the installation. These activities include electrical, lighting, communications, and facility-related work that is essential to sustaining installation resiliency, mission readiness, and continuity of operations, particularly during emergency conditions or heightened operational tempo. Through an established cooperative relationship, the City of Abilene will have the ability to request temporary use of the vehicle during emergency or high-priority events. In such cases, the bucket truck would support the City's Signs, Signals, and Lighting Division with urgent traffic signal and roadway lighting repairs following severe weather, infrastructure failures, or other incidents affecting public safety and mobility. The shared use of this specialized equipment:

1. Enhances military installation readiness and response capability
2. Improves community infrastructure resiliency and emergency response
3. Reduces duplication of critical assets across jurisdictions
4. Strengthens coordinated civil-military emergency operations

By supporting rapid response, system recovery, and continuity of essential services for both Dyess AFB and the surrounding community, this project directly advances the resiliency and readiness objectives emphasized in the Defense Economic Adjustment Assistance Grant program.

15. Does the project add resiliency to the military installation? How? Attach additional pages as necessary as Attachment I.

Yes, a new bucket truck would add resiliency to Dyess AFB, an installation responsible for rapid global power projection and airlift/airdrop logistics operations. These missions depend on reliable electrical distribution, airfield/aircraft hangar lighting, and the ability to rapidly recover after storms, grid disruptions, or other physical damage. A functioning bucket truck is a core enabling asset for maintaining and restoring these systems.

16. Does the project help the military installation become more efficient or save resources or save money on costs such as utilities? How? Attach additional pages as necessary as Attachment J.

Yes. The original bucket truck in Dyess AFB's vehicle inventory is inoperative and beyond its expected 2024 end-of-life specification. There is no viable path to repair the asset and there are no other replacement vehicles available in the Air Force inventory until at least 2031. Dyess is spending resources to lease a vehicle for necessary, on-base repair work. Specifically, the base has spent \$328,000 since 2019 on a leased bucket truck. A new vehicle would allow Dyess to perform mission essential work on base while also offering the City of Abilene an option for similar repair work for unforeseen events. This is not merely a vehicle purchase--it is a strategic infrastructure capability that strengthens national defense while reinforcing the partnership between Dyess and the City of Abilene. (see Attachment J--Dyess AFB Endorsement Letter)

Projected Completion Date & Project Milestones

17. Complete the following applicable milestones:

Begin Construction N/A

Complete Construction N/A

Purchase Machinery & Equipment March - September 2026

Begin Operations September 2026

Fully Operational September 2026

18. Is construction on Department of Defense property?

☐ Yes ☒ No

19. Is construction on local, city, or county owned property?

☐ Yes ☒ No

20. Please provide limited and relevant information concerning your expenses for the project. For example, provide an overview of a budget as opposed to the full budget. Please provide as attachment K.

Administrative costs will not be reimbursed through this grant.

*The Office of the Governor follows Texas Grant Management Standards as set by the State of Texas and the Federal Government. Please review these standards before submitting your projected expenses. **For more information, visit***

<https://comptroller.texas.gov/purchasing/grant-management/>

Project Expense Estimate

Expense Estimates Schedule (Grant Funds Only)

Purchase of Property	\$ 0.00
Professional & Consultant Services	\$ 0.00
New Construction (Infrastructure)	\$ 0.00
Rehabilitation & Renovation (Infrastructure)	\$ 0.00
Capital Equipment ⁵	\$ 297,100.00
Facilities Insurance	\$ 0.00
Training Equipment ⁶	\$ 0.00
Training Supplies ⁷	\$ 0.00
Total Cost (Grant Funds Only)	\$ 297,100.00

Provide any clarification in the following space.

Total estimated cost of the vehicle is \$297,100.

⁵ Per TxGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.

⁶ *Id.*

⁷ Per TxGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered supplies.

Project Funding Sources

Funding Schedule

21. Please complete the following where applicable:

Funding Type	Source	Amount of Funding
Federal		
State		
	DEAAG TMPC	\$237,100
Other State/Entity		
Local		
	City of Abilene	\$50,000
	Abilene Military Affairs Council	\$10,000
Other		
Total		\$ 297,100.00

Other Financial Partners

22. Is DEAAG the sole source of project funding? If no, please provide additional information in the section below.

☐ Yes ☒ No

Provide a description explaining the funding types and sources identified in the funding schedule. Include a description of any ongoing efforts to acquire funding from other sources including federal agencies and other financial partners. Attach additional pages as necessary as Attachment L.

The City of Abilene has committed to \$50,000 for a partial grant match.
The Abilene Military Affairs Council has committed to a \$10,000 partial grant match.
We are asking TMPC to fund the remaining \$237,100 for the purchase of a new vehicle with an estimated total cost of \$297,100.
There are no ongoing efforts to acquire additional funding from other agencies (local, state, or federal).

Request for Exceptional Funding

☐

Applicant is **not** requesting exceptional funding.

If requesting more than 50% of the project funds from the TMPC, the following information is needed. Only 50% of the request can be granted without the required justification.

23. Establish and provide justification if requesting greater than 50 percent grant match under Texas Government Code §436.202 and 1 TAC § 4.34; provide explanation and documentation that local community budget and resources are not adequate or available. Justification should include information on the lack of revenue and resources prompting this request. Provide specific information on local efforts to secure adequate funding. *Attach additional pages as necessary as Attachment M.*

Due to local community planning and approval cycles, we are requesting TMPC fund more than 50% of the project. The City of Abilene and the Abilene Military Affairs Council are able to contribute a combined total of \$60,000 for this particular purchase. For future projects, we look to significantly increase the percentage of local community contributions, but due to timing constraints were unable to do so this year.

Additional Information

If additional information specific to this project is needed, please attach pages as Attachment N.

Applications are limited to 50 pages.

Certification of Application

Grantee Governing Body Representative (Required)

Prefix Mr.
First Name Weldon
Last Name Hurt
Title Mayor
Organization City of Abilene
Mailing Address P.O. Box 60, Abilene, Texas 79604
Phone Number (325) 676-6205
Fax Number (325) 675-6439
Email Address weldon.hurt@abilenetx.gov

To the best of my knowledge and belief, the information contained in this Defense Economic Adjustment Assistance Grant Application is true and correct, as evidenced by my signature below. Furthermore, I affirm the authorized representative, the applicant author, or contact person and the project administrator have read chapter 436 of the Texas Government Code and the program administrative rules may be found in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code and are familiar with the provisions contained therein.

Signature _____ Date _____
(Governing Body Representative)

Participating Legal Counsel (Optional)

☐ No legal counsel involved in the project.

This page may be discarded from application package if not used.

Prefix Mr.
First Name Stanley
Last Name Smith
Title City Attorney
Organization City of Abilene
Mailing Address P.O. Box 60, Abilene, Texas 79604
Phone Number (325) 676-6256
Fax Number (325) 676-6439
Email Address stanley.smith@abilenetx.gov

I confirm that the above-named legal counsel has been retained to participate in this application process as outlined above.

Signature _____ Date _____
(*Governing Body Representative*)

Printed Name Weldon Hurt Title Mayor

To the best of my knowledge and belief, the information in this Defense Economic Adjustment Assistance Grant Application is true and correct.

Signature _____ Date _____
(*Participating Legal Counsel*)

Printed Name Stanley Smith Title City Attorney

Participating Grant Administrator (Optional)

☐ No grant administrator involved in the project.

This page may be discarded from application package if not used.

Prefix Ms.
First Name Emily
Last Name Crawford
Title City Manager
Organization City of Abilene
Mailing Address P.O. Box 60, Abilene, Texas 79604
Phone Number (325) 676-6201
Fax Number (325) 676-6439
Email Address emily.crawford@abilenetx.gov

Please provide a brief description of grant administrator's role with this application:

Reporting, Tracking, Budget, Payment

I confirm that the above-named grant administrator has been retained to participate in this application process as outlined above.

Signature _____ Date _____
(Governing Body Representative)

Printed Name Weldon Hurt Title Mayor

To the best of my knowledge and belief, the information in this Defense Economic Adjustment Assistance Grant Application is true and correct.

Signature _____ Date _____
(Participating Grant Administrator)

Printed Name Emily Crawford Title City Manager

ATTACHMENT B

Pending Litigation and City Manager's Note

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. 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
9. 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
10. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. 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
19. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller vs. the City of

Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed
December 22, 2025

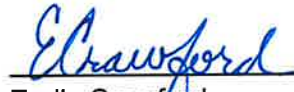


January 5, 2026

To Whom it May Concern:

You have asked about pending litigation for the City of Abilene. Pending litigation is routine for the City of Abilene. No currently pending litigation would influence the City's ability to perform under the grant covenants or commitments.

Respectfully,


Emily Crawford
City Manager

City Manager's Office
555 Walnut Street, Suite 203
Abilene, Texas 79601
325.676.6206
ABILENETX.GOV



Attachment C
Authorizing Entity Participation



January 5, 2026

The City of Abilene has authorized the Military Affairs Committee of the Abilene Chamber of Commerce to request Defense Economic Adjustment Assistance Grant funds for a Utility Services Vehicle (Bucket Truck) to Dyess Air Force Base. Should the City receive DEAAG funds, we will accept the grant and we will administer the project in accordance with grant covenants and requirements.

Respectfully,


Emily Crawford
City Manager

City Manager's Office
555 Walnut Street, Suite 203
Abilene, Texas 79601
325.676.6206
ABILENETX.GOV



**TEREX®**

Customer Order Acknowledgement

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: _____

All Stock Trucks Are Subject To Prior Sale

Company: _____

Address: _____

Phone: _____

City, State: _____

Email: _____

Contact: _____

TEREX Quote #: QU34520

Sourcewell Contract Number: 110421-TER

Stock Truck or Slot #: DK77044

Unit Model: Optima TC55

Baseline Price: \$ 297,100.00

FET Tax Estimate: If Applicable _____

Service Center Upfit: _____

Grand Total: \$ 297,100.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes: 1) Delivery Terms are CPT - 2020 .
- Delivery to customer included.

2) Payment Terms are INV 30 .

3) Delivery days from receipt of order shall be _____ Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Terex Utilities Inc.

Account Manager: _____

Accepted By: _____

PO Number: _____

Grand Total: _____

Date: _____

Terex	Steel	Line	Body
174 Inches Long x 46 Inches High x .94 Inches Wide			
Chassis Cab to Axle (CA) of 120 Inches			
- Bodies with one set of jack legs to have lifting eye and body shipping stands - 16 gauge front bulkhead - Ship loose (unless specified) - Wheel chock holders are to be installed 1/2" forward and 1/2" rearward of cutout - All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover			

Body Dimensions:

174	Inches - Body Length
46	Inches - Body Height
94	Inches - Body Width
120	Inches - Chassis C/A
46	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
25	Inches - Top of Body to Top of Floor Dimension
25	Inches - Horizontal Compartment Height
N/A	Inches - Wheel Box Height

Body Materials:

16 ga Galvanneal	- Main Body Material	
12 ga 4-Way Treadplate	- Compartment Tops Material	
14 ga Galvanneal	- Wheel Panels Material	
14 ga Galvanneal	- Front Bulkhead Material	Bolt-on/Installed
18 ga Galvanized	- Shelving Material	
Adjustable on Dual Unistrut	- Shelving Mounting Style	
OPTIONS		
No	- Front Rock Guards Material	
No	- Wheel Well Liners Material	
No	- Bed Area Wall Liners Material	

Other Body Details:

- Two (2) 60" Long Uni-strut Rails welded flush to the rear of the CS compartment sidepack

Door Materials:

Standard, Double Panel	- Door Type	
18 ga Galvanneal	- Inner Door Material	
18 ga Galvanneal	- Outer Door Material	
Stainless Steel Rod & Socket	- Door Hinge Style	
5/16" Stainless Steel	- Door Rod Material	
Chain	- Vertical Door Holder Option	
Chain	- Horizontal Door Holder Option	
Single Point Rotary (Stainless Steel)	- Latch Type	
	Keyed Alike	- Lock Type
	- Wrap Around Striker with Rounded Corners	

Other Door Details:

- Horizontal doors to drop to 45 degrees

Floor and Understructure:

12 ga (.109) 4-Way Treadplate	- Bed Area Floor Material
OHR55	- Unit Cutout in Floor
Stringer	- Body Frame Style
Structural	- Body Frame Material
3 Inch	- Body Frame Height
8" x 8" hydraulic tank reservoir cutouts in floor - One each side at front	
Ship Loose Two (2) outrigger floor patches and One (1) tank stand floor patch	

Cargo Tie Downs: Ship Loose

- Six (6) D - Ring tie downs 4 1/2" dia. mounted in floor of bed area 10-40 ZN.
- Four (4) in the bed area, and two (2) in the tailshelf.

Accessories:

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- Install Mudflap Brackets to extend 1" outside the sidepacks on both Streetside and Curbside
- Rotating Masterlock

Interior Lighting:

- L.E.D. Rope Lights (PN# 30811) In All body Compartments; (Installed)
- Excludes Top Mounted Boxes and tailshelf compartments

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White
- Paint the Complete Bed Area Same as Body

Streetside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 46" High x 18" Deep Compartment
- Outrigger Cutout with Cover In this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

2nd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

3rd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 24" High x 18" Deep Compartment
- Eight (8) Adjustable Dividers installed on Compartment Bottom

Rear Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutout with Cover In this Compartment

Streetside Hotstick Shelf:

- 174 inch Long Shelf installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
- Stud Mounted Latches to Have Hidden Fasteners Inside the Door
- Striker Installed in Door Frame for Maximum Opening
- Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 46" High x 18" Deep Compartment
- Outrigger Cutout with Cover In this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Curb Side Access 30" Wide

- Hinged 12 gauge punched access steps to bed area with Chain Storage underneath
- One (1) Small Stainless Steel slam style paddle latch.
- Two (2) Gas assist door openers.
- Removable Back Wall Plate with Two (2) Louvers
- 12 gauge galvaneal risers and side kickplates.
- Two (2) grabhandles at the side access of the body (PN# 31226)
- One (1) PN# 31672 Rubber bell type access step under the side access steps. (Bolt On / Ship Loose)
- To have a 1/4" x 4" flat added to bottom of step for mounting step
- Removable Composite tailgate 4" high installed at top of side access
- Includes pins and lanyards

3rd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 24" High x 18" Deep Compartment
- One (1) Adjustable Shelf
- Divider Slots on 2" Centers, with Eight (8) Adjustable Dividers

Rear Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment

- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutouts with Covers in this Compartment

Tailshelf:

- 12 Ga. treadplate tail shelf 24 inches long X 94 inches wide x 6 inches high.
- Ship Loose Two (2) Treadplate floor fillers
- Valve mounting plates below tailshelf
- 4"H x 1/4" lasered plate installed to the floor around the outside perimeter of the tailshelf, Corners notched for drainage

Tailshelf Rear Lighting:

- 94" Wide 7-Lamp light bar installed at rear of tail shelf NO LIGHTS

Wheel Chock Storage:

- Two (2) built into body fender panel on Streetside and Two (2) curbside.
- Include pendulum retainers

Bed Area Step: Bolt-on/Installed

- Bed area step bolted on to 1/2" tapped flats (curbside)
- Painted same as body

Outrigger Pad Holders: Bolt On / Pre-fit / Ship Loose

- Two (2) Double stacked under body mounted outrigger pad holders.
- 25-1/8"W x 9"H x 26"D
- Include pendulum retainers
- Terex PN 615103
- Painted same as body

Grab Handles: Bolt On / Installed

- Two (2) pool type grabhandle for installing on top of tailshelf - Streetside (PN# 30748)
- Painted same as body

Access Steps: Bolt On / Ship Loose

- One (1) Double rung Cable type access step under the tailshelf - Streetside.
- PN# 31671
- Painted same as body

Grounding Coil Bracket: Bolt-on/Ship Loose

- One (1) 20" High Grounding Coil Bracket - Streetside.
- 3/16" HR flat with 3/8" round stock hooks.
- Painted same as body



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 7TH BOMB WING (AFGSC)
DYESS AIR FORCE BASE TEXAS**

12 January 2026

**MEMORANDUM FOR OFFICE OF THE GOVERNOR TEXAS MILITARY
PREPARDENESS COMMISSION**

FROM: 7 BW/CC

SUBJECT: DEAAG Project Endorsement Letter – Bucket Truck Acquisition

1. I provide my full support for the acquisition of a heavy-duty bucket truck to support critical electrical and infrastructure maintenance operations at Dyess Air Force Base.
2. Dyess Air Force Base operates and maintains extensive electrical distribution systems, airfield lighting networks, exterior facility lighting, and elevated infrastructure that all require routine and emergency access at height. The installation currently lacks sufficient organic bucket truck capacity to meet these demands, which forces reliance on limited shared assets, rentals, or contracted services. These alternatives delay response time and increase both cost and operational risk.
3. The requested bucket truck enables safe and efficient executions of elevated maintenance tasks, including repair and sustainment of airfield lighting systems essential to flight operations, power distribution supporting mission facilities, and exterior lighting required for installation security. These functions directly support sortie generation, force protection, and continuous installation operations.
4. As recently demonstrated in Operation ABSOLUTE RESOLVE, Dyess Air Force Base continues to experience high operational tempo and projected mission growth (B-21), placing increased demand on utility systems and maintenance forces. Ongoing and future construction activity further elevates the requirements for timely electrical and infrastructure support. A dedicated bucket truck ensures the installation can meet these demands without disrupting operations or delaying critical repairs.
5. Without this capability, the installation accepts unnecessary risk through delayed infrastructure restoration following outages, severe weather, or emergent failures. Continued dependence on external equipment or contractors increases life-cycle costs and reduces responsiveness for time-sensitive events.
6. This project improves installation resiliency, reduces maintenance response times, and increases efficiency by providing a permanent, organic capability aligned with current and future mission requirements. The bucket truck also supports the surrounding defense community by ensuring reliable base operations that underpin regional economic and military stability.

7. This project has my full endorsement and represents a prudent investment in the long-term sustainment and operational effectiveness of Dyess Air Force Base. The installation will support this project as required and permitted.

8. My point of contact for this memorandum is Lt Col Jacob R. Bright, 7 CES/CC. Please contact him with any questions at (325) 696-2250 or by email at jacob.bright.3@us.af.mil.

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Date: 2026.01.12 16:22:14 -06'00'
SETH W. SPANIER, Colonel, USAF
Commander

Authorize Submission of DEAAG Application for Purchase of Utility Services Vehicle for Dyess AFB

(Max Johnson)





Authorize Submission of DEAAG Application for Dyess AFB

- Authorizes the City of Abilene to submit a DEAAG application to the Office of the Governor, State of Texas, Military Preparedness Commission for the purchase of a Utility Service Vehicle (Bucket Truck) for Dyess AFB
- Total cost of vehicle is \$297,100.00. Funding includes \$237,100.00 state funds, \$50,000 City of Abilene funds, and \$10,000.00 Chamber of Commerce MAC funds.
- Vehicle supports repair to utility and communication lines as well as airfield lighting maintenance on Dyess AFB.
- Staff recommends approval to submit application.





Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director
ITEM: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Cisco Network Devices and Products from CDW-G (*Troy Swanson*)**

GENERAL INFORMATION

The Information Technology (IT) Department, will require Cisco network equipment and products to support the implementation of a network infrastructure from CDW-Government to satisfy the City's requirements. These services will be acquired via the Texas DIR-CPO-5347 Contract in the not to exceed amount of \$177,779.05 \$61,839.84 of that will be for equipment to be implemented for the two new recreational centers, while the balance of \$115,939.21 will satisfy new requirements at various City facilities.

FUNDING/FISCAL IMPACT

The equipment designated for the two Rec Centers will be acquired using project funds, while the remaining will be acquired via the Technology Plan Fund.

STAFF AND/OR BOARD RECOMMENDATION

The IT Department recommends approval of this acquisition of services.

ATTACHMENTS:

1. CoA Council - Resolution - CDW - FY2601 - Cisco
2. 20260122 - City Council - Presentation - CDW

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE CISCO NETWORK EQUIPEMENT AND PRODUCTS FROM CDW-G**

WHEREAS, the City Council of the City of Abilene recognizes the need for Cisco network equipment and products to implement a new wireless infrastructure; and

WHEREAS, the Information Technology Department has identified the availability of the necessary equipment and services from CDW-Government through the Texas DIR-CPO-5347 Contract; and

WHEREAS, those products and services will provide for the implementation of a new network infrastructure system meeting new requirements; and

WHEREAS, this acquisition will be for a not-to-exceed amount of \$177,779.05 and these funds will be made available as project funds of \$61,839.84 for two new recreational centers and the remainder provided for as part of the Technology Plan fund in the amount of \$115,939.21; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of products from CDW-Government; and

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

Part 1: That the City Council approves the acquisition of products from CDW-Government for the not-to-exceed amount of \$177,779.05 in fiscal year 2026

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

ADOPTED this 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Wireless Infrastructure

Cisco Access Points

January 22, 2026





Network Infrastructure Products

Network Infrastructure Requirement:

- This network equipment and products provides for new requirements
- This network equipment is available from CDW Government through the Texas DIR-CPO-5347 Contract and will be acquired in the not-to-exceed amount of \$177,779.05
- This acquisition will be funded through
 - A project expense for the two new recreational centers in the amount of \$61,839.84
 - The Technology Plan Fund in the amount of \$115,939.21

IT Department Recommendation

- Staff endorses the requested approval and acquisition of network equipment and products required in the not-to-exceed amount of \$177,779.05



Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Julee Hammer, Library Director
ITEM: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of FF&E (Furniture, Fixtures, & Equipment) for the Main Library at Abilene Heritage Square from Museum Arts, Inc. (Julee Hammer)**

GENERAL INFORMATION

This purchase is for FF&E (furniture, fixtures, and equipment) for the new Main Library at Abilene Heritage Square. This quote is for the fabrication, delivery, and installation of themed elements for the storytime area and main entrance book return. The scope includes the Book Nook, Tree Columns, Wall Theming, Book Door, and Book Drop, as shown in the included basic concept drawings. The City will approve final detailed design specifications prior to Museum Arts Inc. beginning fabrication.

This purchase has been reviewed and is recommended by 720 Design, Inc. City Council approved a contract with 720 Design, Inc. to provide FF&E consulting for the new Main Library at Abilene Heritage Square by the adoption of Resolution No. 123-2023. The vendor, Museum Arts, Inc. of Dallas, Texas, is contracted with Abilene Heritage Square, Inc. for exhibits and themed elements on the Abilene Heritage Square campus. Museum Arts, Inc. has produced all the exhibits and themed elements at Abilene Heritage Square's Spark Science Center.

FUNDING/FISCAL IMPACT

\$158,876.00 will be allocated from the Minor Improvement Fund, part of the \$3 million in total funding approved by the City Council for furniture, fixtures, and equipment (FF&E) for the new Main Library at Abilene Heritage Square. This project is within budget.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Resolution AHS FF&E Museum Arts Inc 1 2026
2. Museum Arts Quote
3. Abilene Library Concept_Revised_01.12.26
4. Presentation - Museum Arts Inc

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)
FOR THE NEW MAIN LIBRARY AT ABILENE HERITAGE SQUARE FROM MUSEUM ARTS,
INC. OF DALLAS, TEXAS.**

WHEREAS, the City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. by the adoption of Resolution No. 269-2019; and

WHEREAS, as consideration for donation of the Property to Abilene Heritage Square, Inc., Abilene Heritage Square, Inc. shall operate the Property as a public library, museum and exhibition space, meeting space, classrooms and outdoor space; and

WHEREAS, the City Council authorized the City Manager to execute a lease agreement between the City of Abilene and Abilene Heritage Square, Inc. for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019 and Resolution No. 126-2025; and

WHEREAS, the City Council approved the allocation of \$3,000,000 from the Minor Improvement Fund for furniture, fixtures, and equipment (FF&E) to furnish the new Main Library at Abilene Heritage Square; and

WHEREAS, the City Council approved a contract with 720 Design, Inc. to provide FF&E consulting for the new Main Library at Abilene Heritage Square by the adoption of Resolution No. 123-2023; and

WHEREAS, this purchase has been reviewed and is recommended for approval by 720 Design, Inc.; and

WHEREAS, the City of Abilene received pricing for FF&E (fixtures, furniture, & equipment) for the Main Library at Abilene Heritage Square from Museum Arts, Inc. of Dallas, Texas; and

WHEREAS, Museum Arts, Inc. is contracted with Abilene Heritage Square, Inc. for exhibits and themed elements on the Abilene Heritage Square campus; and

WHEREAS, the total purchase price is \$158,876.00.

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

Part 1: That the City Council approves this purchase from Museum Arts of Dallas, Texas in the amount of \$158,876.00 for FF&E (fixtures, furniture, & equipment) for the Main Library at Abilene Heritage Square.

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

ADOPTED on the 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Production/Fabrication & Installation - Pricing
Project: Abilene Public Library - Family Place Area & Book Drop

Please find attached within the pricing for the Abilene Public Library Family Place Area & Book Drop theming project.

Book Nook, Tree Columns, Wall Theming, Book Door, Book Drop \$158,876

Total price above includes fabrication, delivery and installation to the Abilene Public Library At Abilene Heritage Square, 1699 S. 1st St, Abilene, Texas

Please direct any question/inquiries to:

Steven E. Finley, Jr.
Sr. Vice President, Sales
stevefinley@museumarts.net
Mobile: 972-310-7520

Museum Arts, Inc.
2639 Freewood Dr.
Dallas, Texas 75220

Abilene Public Library: Family Place Theme Elements

Concept Book- Revised 01.12.26

CLIENT APPROVAL

MUSEUM ARTS

DATE

DATE

Disclaimer

Please note, variation from this plan after client approval will result in a change order to be initiated by Museum Arts. The change order will not go into effect until both parties agree on the change and/or the value of the change.



Date: 01/12/26 Page: 1

Conclusion of the Concept Phase

The Concept phase of the project has been completed. This book is a summary of the concept work and illustrations created by Museum Arts, and through which we plan to tell your story.

It is important to understand that the creative process has only just begun and that changes may continue to be made and approved by you throughout the Specifications, Fabrication, and Installation phases to maximize the impact on visitors within the specified budget amount. Change orders will be required for any requested updates made to the overall scope of work as summarized in the contract.

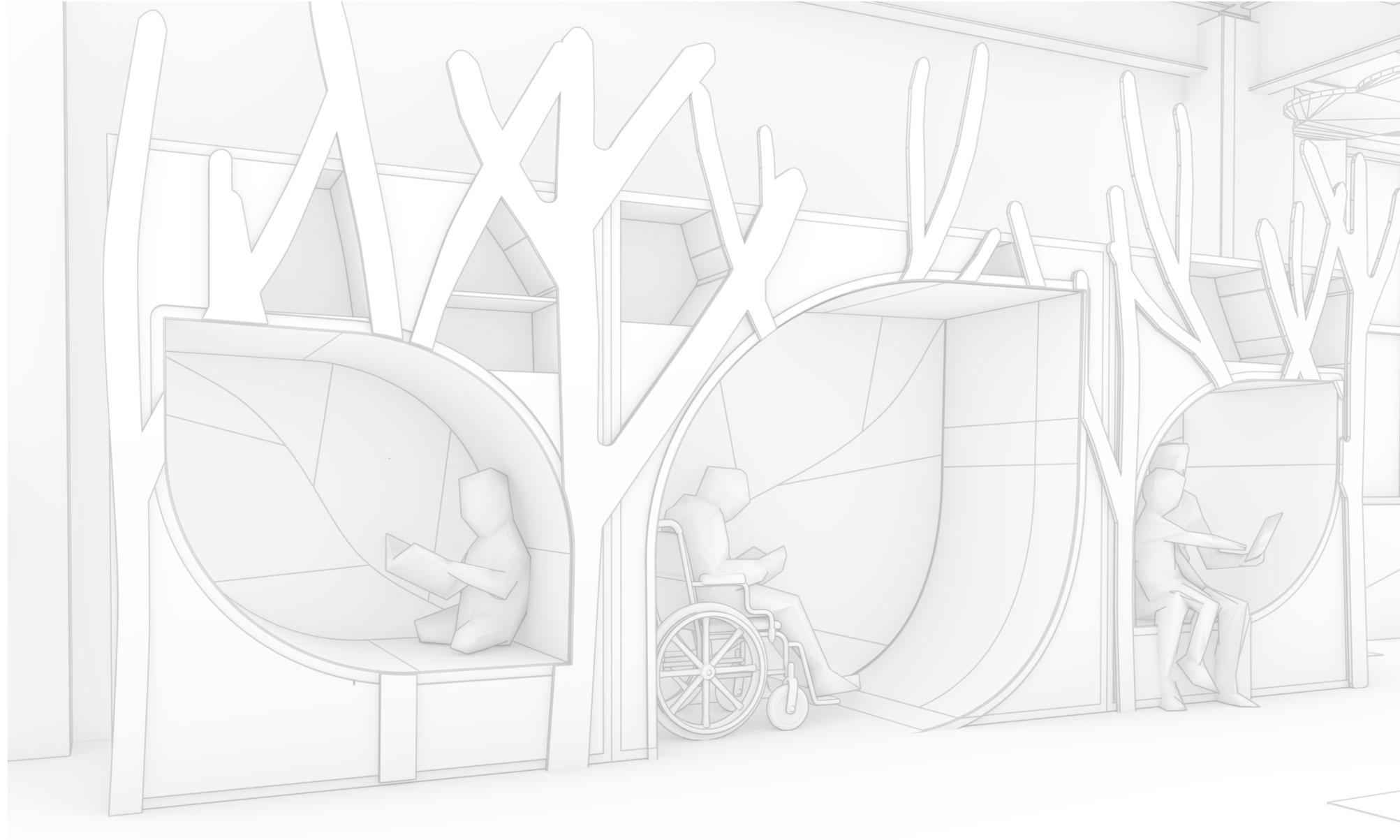
We will conduct a 'budget review' of the concept before presenting it to you for approval. This budget review is meant to provide a very high-level *guesstimate* of the project to ensure that conceptual plans are within your suggested budget range. It is important to note, this budget can be quite a bit over the original target until specifications are completed in the next phase.

Our joint review of this Concept Book in its entirety is critical to making certain we remain on the same page as the project progresses. The Specifications phase of the project will not commence until your approval of the Concept phase is received by Museum Arts and a contract to continue has been signed.

We are excited about the opportunity presented by your project, and have thoroughly enjoyed working with you to complete this phase of the work.

THANK YOU FROM EVERYONE AT MUSEUM ARTS!





Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

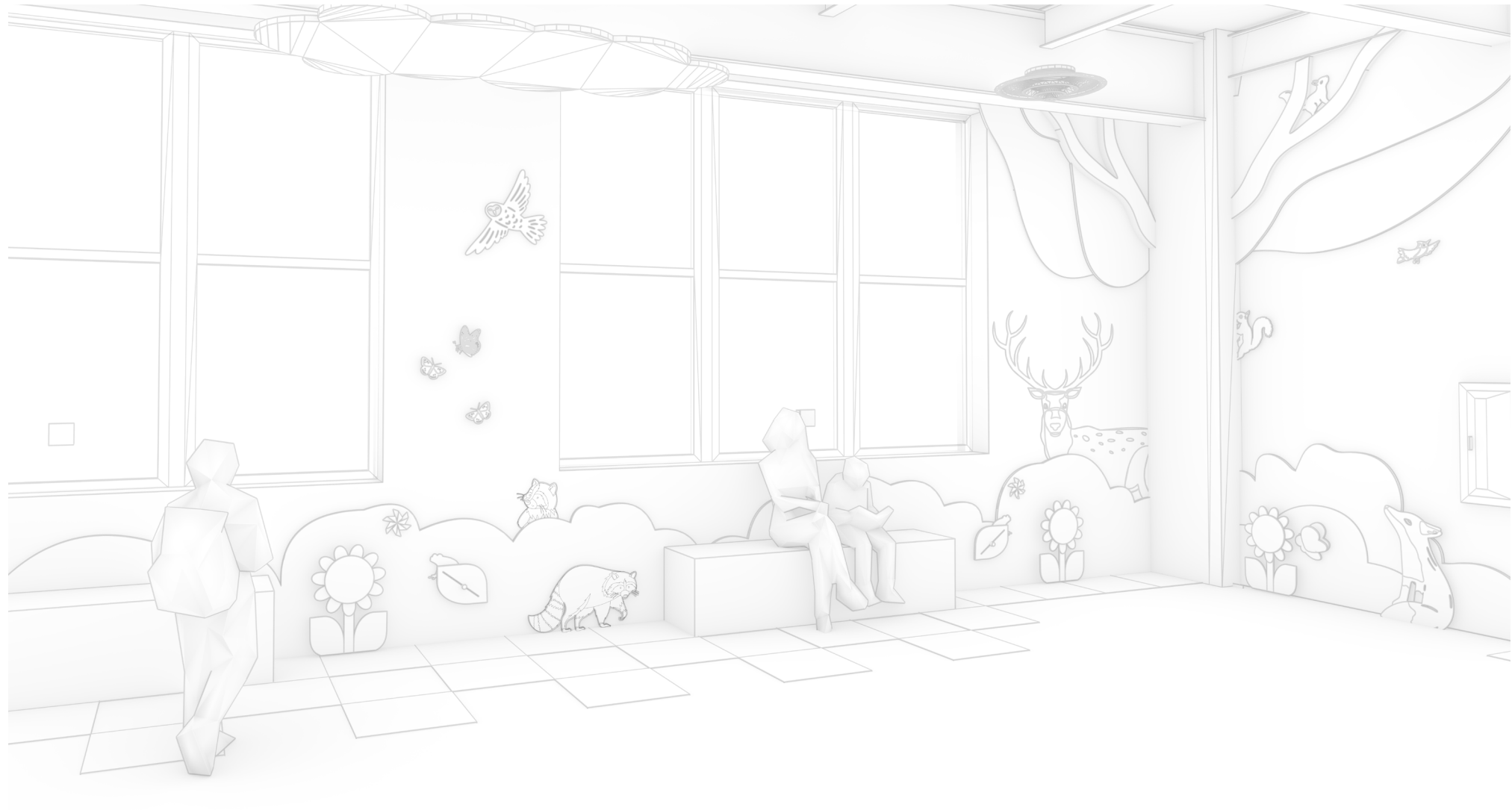
Concept

Exhibit:

Book Nook



Date: 01/12/26 Page: 3



*Benches are shown for location only;
provided by others

Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

Concept

Exhibit:

Wall Theming





*Benches are shown for location only;
provided by others

Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

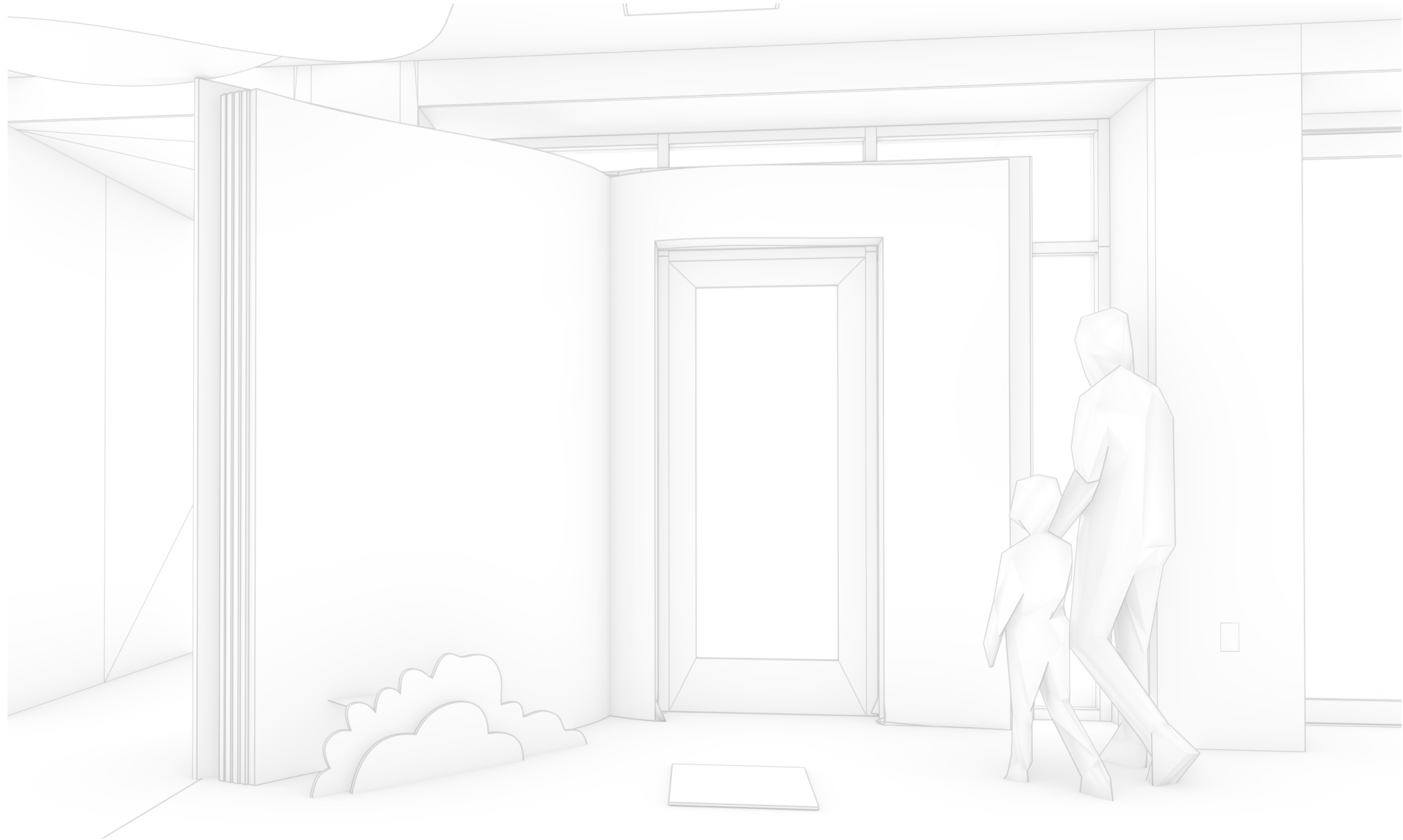
Concept

Exhibit:

Wall Theming



Date: 01/12/26 Page: 5



*Graphic tree on left side and text on both sides to be reflected in Specification package

Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

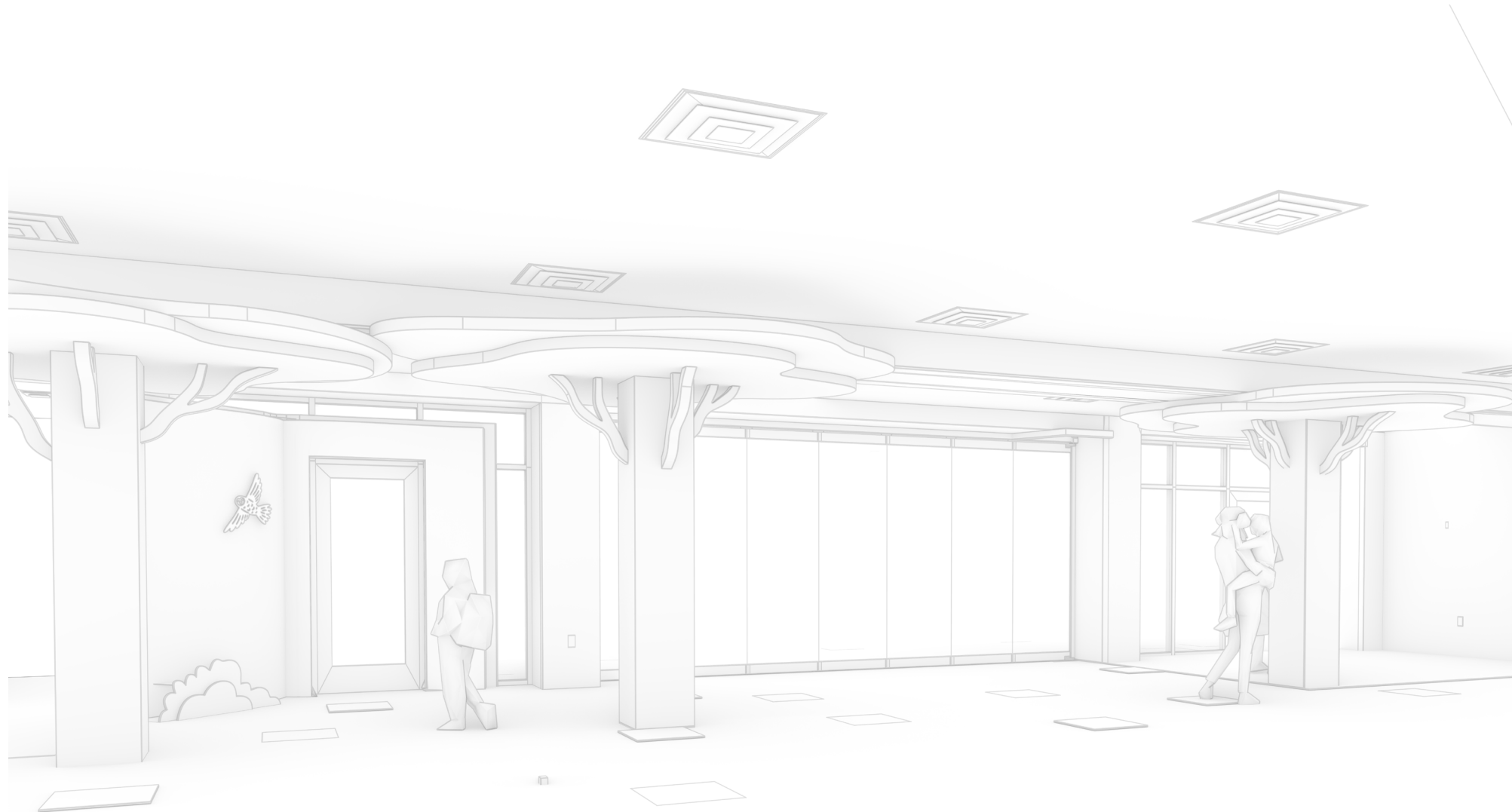
Concept

Exhibit:

Book Door



Date: 01/12/26 Page: 6



Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

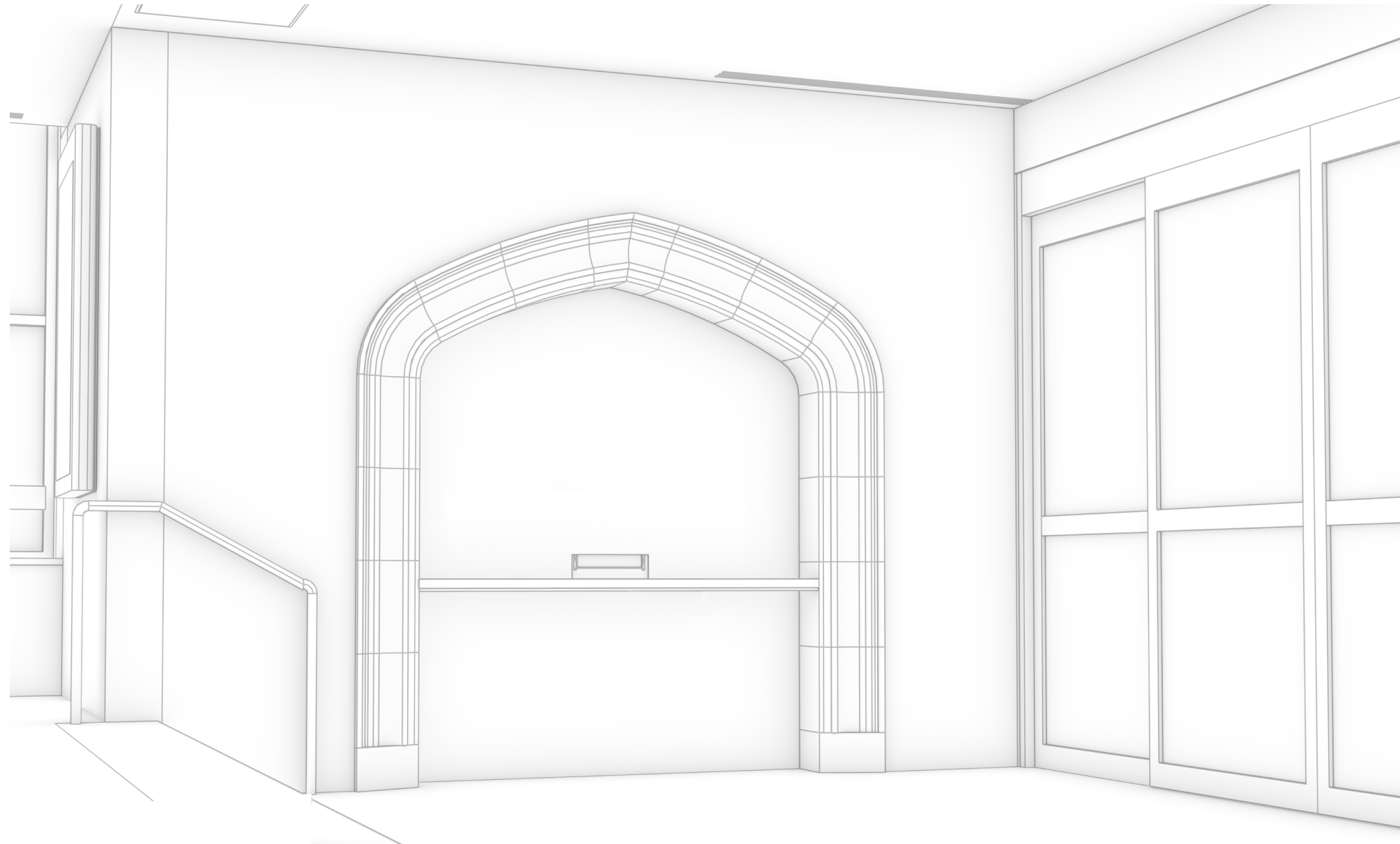
Concept

Exhibit:

Tree Columns



Date: 01/12/26 Page: 7



*Graphic to be developed during
Specifications phase

Client: Abilene Library
Project: Family Place Theming
Designer: RB, JS

Concept

Exhibit:

Book Drop



Date: 01/12/26 Page: 8

**Resolution: Purchase of FF&E (furniture,
fixtures, and equipment) for the new
Main Library at Abilene Heritage Square
from Museum Arts, Inc.**





Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.

- This purchase is for FF&E (furniture, fixtures, and equipment) for the new Main Library at Abilene Heritage Square
- This quote includes the fabrication, delivery, and installation of themed elements for the storytime area and book return. The scope includes the Book Nook, Tree Columns, Wall Theming, Book Door, and Book Drop areas, as seen in the basic concept drawings.

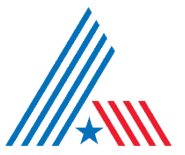




Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.

- Vendor: Museum Arts, Inc. of Dallas, Texas
- The vendor, Museum Arts, Inc., is contracted with Abilene Heritage Square, Inc. for exhibits and themed elements on the Abilene Heritage Square campus.





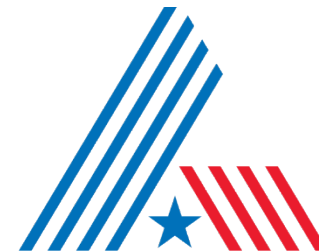
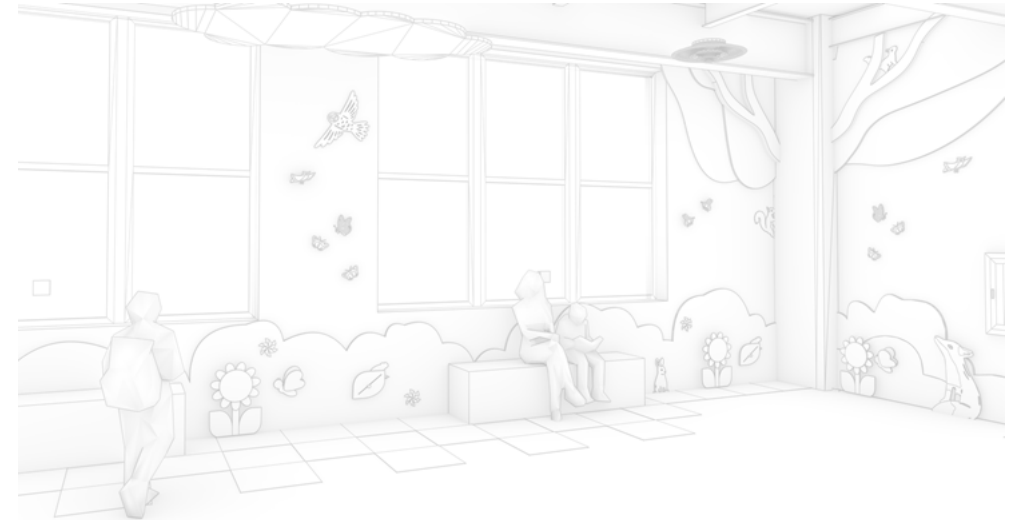
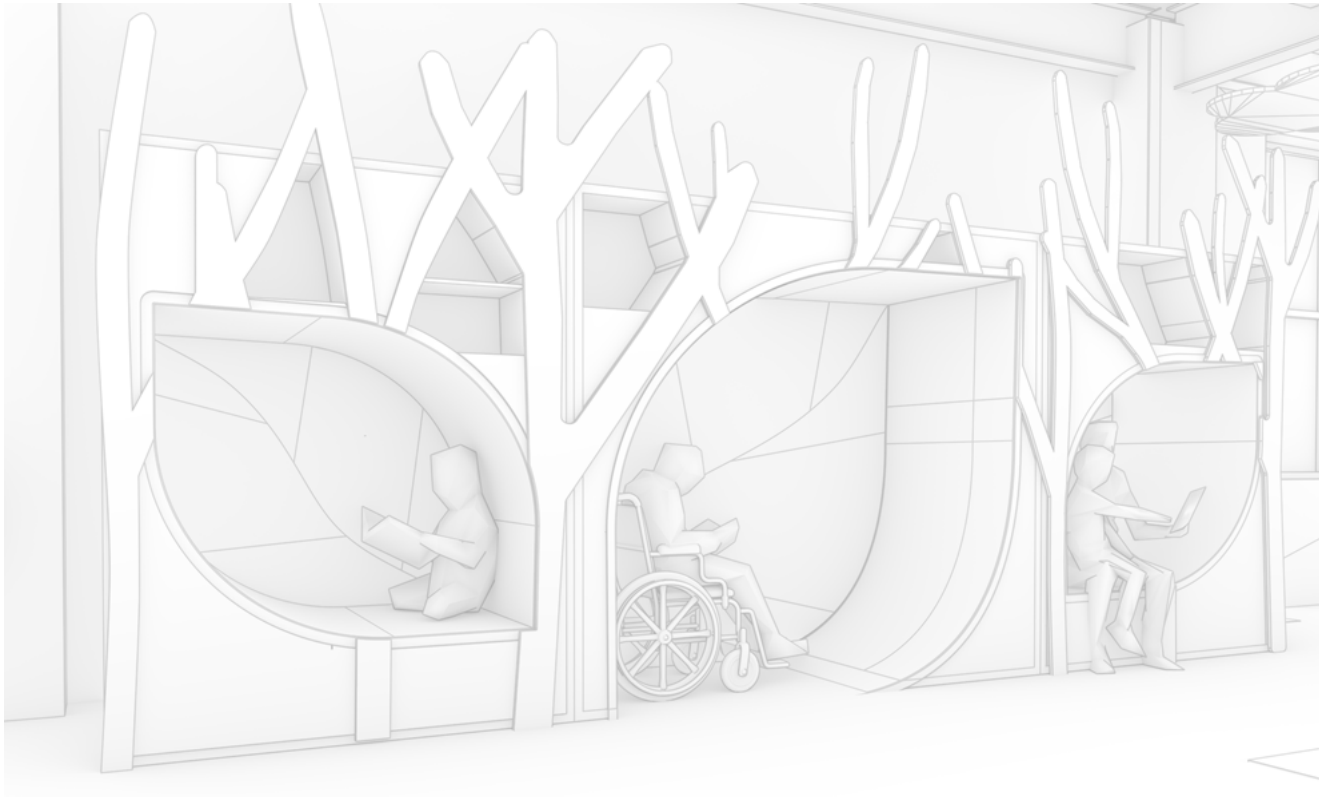
Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.

- Total cost: \$158,876.00
- Funding Source: Minor Improvement Fund. Part of the \$3 million in total funding approved by the City Council for furniture, fixtures, and equipment (FF&E) for the new Main Library at Abilene Heritage Square.





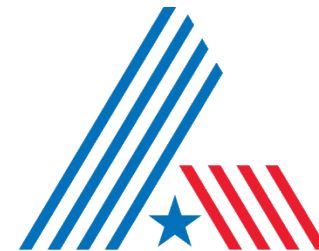
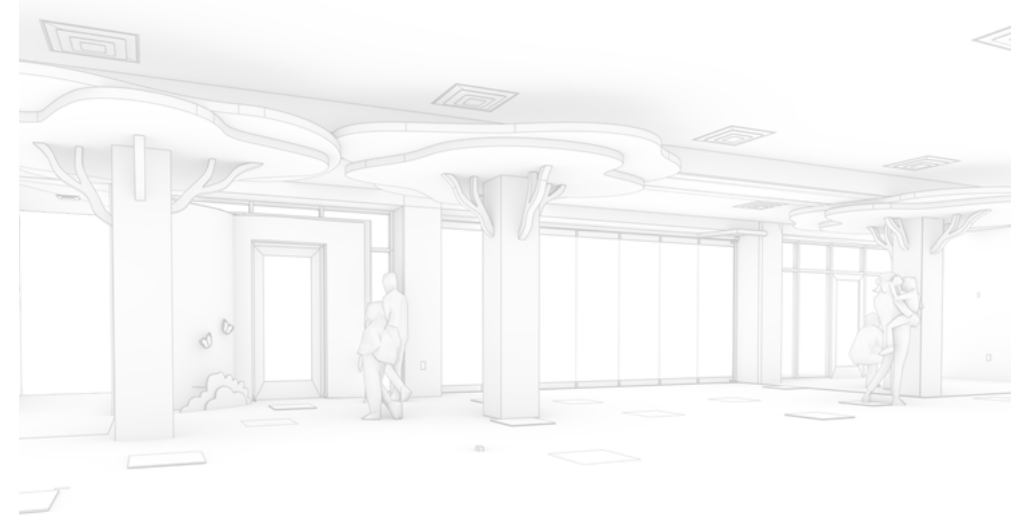
Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.



CITY OF
ABILENE
TEXAS



Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.



CITY OF
ABILENE
TEXAS



Resolution: Purchase of FF&E for the new Main Library at Abilene Heritage Square from Museum Arts, Inc.

Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Julee Hammer, Library Director
ITEM: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square (Julee Hammer)

GENERAL INFORMATION

On September 25, 2023, the City entered into a Professional Services Agreement with 720 Design, Inc. to provide furniture, fixtures, and equipment (FF&E) selection and specifications for the new Main Library at Abilene Heritage Square. The City needs to process a Corrected Amendment and a Second Amendment to this agreement.

Corrected Amendment:

On June 7, 2025, the City and 720 Design, Inc. agreed to an amendment to this Professional Services Agreement. This amended the scope of work with 720 Design, Inc. and allowed Museum Arts, Inc. to act as their subcontractor in order to begin designing themed elements for the library storytime area and book return. This Amendment should also have included an increase in the fee to be paid to 720 Design, Inc. The corrected amendment includes an additional payment of \$13,200, as shown in detail on the attachment "Additional Service Request #1".

Second Amendment:

The Second Amendment to the Professional Services Agreement between the City and 720 Design, Inc. includes an addition to the scope of work and an increase in the fee to be paid to 720 Design, Inc. The Second Amendment allows Museum Arts, Inc. to act as 720 Design, Inc.'s subcontractor for the "Specification" phase of the design project, during which final specifications for themed elements are produced prior to fabrication. The Second Amendment includes an additional payment of \$37,200, as shown in detail on the attachment "Additional Service Request #2".

The City will contract with Museum Arts, Inc. directly for the final phase of this project (fabrication, delivery and installation of the themed elements).

FUNDING/FISCAL IMPACT

\$13,200 Corrected Amendment cost
\$37,200 Second Amendment cost
\$50,400 TOTAL

\$50,400 for the contract amount increase will be allocated from the Minor Improvement Fund, part of the \$3 million in total funding approved by the City Council for furniture, fixtures, and equipment (FF&E) for the new Main Library at Abilene Heritage Square. This project is within budget.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Resolution 720 Design 01 22 2026
2. 123-2023 - Authorizing the Contract with 720 Design to Provide FF&E Consulting for the Library at AHS
3. 720 Design Contract 2023
4. Amendment to Professional Services Contract 720 Design June 2025
5. Corrected Amendment to Professional Services Agreement 720 Design
6. Additional Service Request #1 - 720 Design
7. Second Amendment to Professional Services Agreement 720 Design
8. Additional Service Request #2 - 720 Design
9. Presentation - 720 Design contract amendments

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING AMENDMENTS TO THE CONTRACT WITH 720 DESIGN, INC. TO PROVIDE FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) CONSULTING SERVICES FOR THE MAIN LIBRARY AT ABILENE HERITAGE SQUARE.

WHEREAS, the City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. by the adoption of Resolution No. 269-2019; and

WHEREAS, as consideration for donation of the Property to Abilene Heritage Square, Inc., Abilene Heritage Square, Inc. shall operate the Property as a public library, museum and exhibition space, meeting space, classrooms and outdoor space; and

WHEREAS, the City Council authorized the City Manager to execute a lease agreement between the City of Abilene and Abilene Heritage Square, Inc. for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019 and Resolution No. 126-2025; and

WHEREAS, the City Council approved the allocation of \$3,000,000 from the Minor Improvement Fund for furniture, fixtures, and equipment (FF&E) to furnish the new Main Library at Abilene Heritage Square; and

WHEREAS, 720 Design, Inc. is the interior design firm contracted with Abilene Heritage Square, Inc.; and

WHEREAS, the City Council approved a contract with 720 Design, Inc. to provide FF&E consulting for the new Main Library at Abilene Heritage Square by the adoption of Resolution No. 123-2023 for total cost of \$117,688; and

WHEREAS, the City wishes to process a corrected amendment and second amendment to the contract with 720 Design, Inc. to expand the scope of the contract and to approve related increased fees; and

WHEREAS, the total cost of these amendments is \$50,400.

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

Part 1: The City Manager is hereby authorized to amend the contract with 720 Design, Inc. for FF&E consulting services for the library at Abilene Heritage Square to expand the scope of the contract for total increased cost of \$50,400.

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

ADOPTED this 22nd day of January 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. 123-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE EXECUTION OF A CONTRACT WITH 720 DESIGN, INC. TO PROVIDE FURNITURE, FIXTURES, AND EQUIPMENT (FFE) CONSULTING SERVICES FOR THE LIBRARY AT ABILENE HERITAGE SQUARE.

WHEREAS, the City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. by the adoption of Resolution No. 269-2019; and

WHEREAS, as consideration for donation of the Property to Abilene Heritage Square, Inc., Abilene Heritage Square, Inc. shall operate the Property as a public library, museum and exhibition space, meeting space, classrooms and outdoor space; and

WHEREAS, the City Council authorized the City Manager to execute a lease agreement between the City of Abilene and Abilene Heritage Square, Inc. for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019; and

WHEREAS, 720 Design, Inc. is the interior design firm contracted with Abilene Heritage Square, Inc.; and

WHEREAS, The City of Abilene wishes to contract with 720 Design, Inc. to provide FFE consulting services for the new library at Abilene Heritage Square; and

WHEREAS, the total cost of the contract is \$117,688;

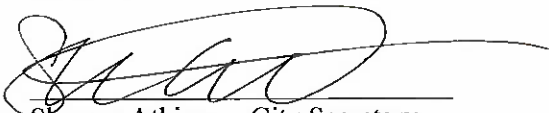
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

Part 1: The City Manager is hereby authorized to execute a contract with 720 Design, Inc. for FFE consulting services for the library at Abilene Heritage Square for a total cost of \$117,688.

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

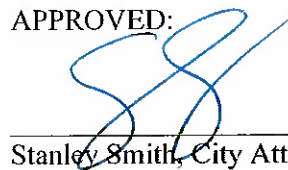
ADOPTED this 27th day of July 2023.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney



www.720design.net
 Proposal to the City of Abilene
 Abilene Heritage Square Library
 Abilene, TX
 Page 1 of 3

Mr. Robert Hanna

City of Abilene
 City Manager
 555 Walnut Street
 Abilene, TX 79601

Re: STANDARD LETTER OF AGREEMENT

This letter will serve as an Agreement between the City of Abilene Library and 720 Design inc. for professional services to be performed for you by our company.

Project Understanding

We understand the project to consist of providing consulting services for FFE selection/specification for the new Library at Abilene Heritage Square.

- Approximately 65,000 SF
- 3 stories
- FFE budget of approximately \$2.95 million
- Former selected products and finishes will need to be verified for availability
- This proposal does not include updates to the floor plan due to the Historic Tax Credits requirements as those are not currently known.

FF&E

720 Design Inc. will provide the following services:

- Attend Monday touch point meetings as required for FFE scope
 - Attend (3) in person design meetings during Construction Documents
 - Utilize zoom for additional meetings as required for final coordination with the library, city, purchasing, or other entities.
 - Refine selected furniture layout in review with the library staff.
 - Provide finish samples including fabric, wood, metal, and laminate for selection.
 - Provide furniture and specification in schedules for government contract pricing.
- Specifications to include:
- Shelving (display, standard and industrial) and end panels with range signs
 - Seating (task, reader seats, stackable, lounge)
 - Office and cubicle furniture
 - Book carts and trucks
 - Tables
 - Computer Furniture
 - Display equipment
 - Thematic areas
- Coordinate with any existing furniture to be reused (list provided by library if applicable).
 - Coordinate with architect for power/data/AV/technology requirements.
 - Provide preliminary and final cost estimates.
 - Coordinate government contract proposals with purchasing agent, answer questions during bidding, evaluate bid forms.
 - Review shop drawings as required.
 - Provide furniture install schedule.
 - Attend (3) installation meetings on site.
 - Attend (2) punch lists at project completion for conformity and condition.



www.720design.net
 Proposal to the City of Abilene
 Abilene Heritage Square Library
 Abilene, TX
 Page 2 of 3

- Review in detail all furniture dealer invoices to ensure that the items purchased are properly priced.
- Review signage and graphics packages (by others) to ensure conformity of all building required and library specific signs.
- Major changes to the design development plans are not included in this proposal.

Deliverables:

- Furniture specifications with product images divided into appropriate bid/government contract schedules
- Binder with fabrics and other finishes.
- Cost estimates by area and schedule.

FEE:

We propose to accomplish the above scope on a Lump Sum Basis.

The Lump Sum the project will be:

FFE SERVICES						
AHS ABILENE PUBLIC LIBRARY	Construction Documents	Prepare Government Contracts	Construction Administration /Install	TOTAL FFE	PAID TO DATE	ADDITIONAL FEE
	55%	15%	30%			Total
Project Management and Expenses	\$2,500	\$1,500	\$4,500			\$10,000
Additional FFE fee	\$59,228	\$16,153	\$32,306	\$221,250	\$113,563	\$107,688
TOTAL FEE						\$117,688

HOURLY RATE:

For scope not included in this proposal and provided when approved by the city as needed:

Hourly Rates:

Maureen Arndt, Principal/Project Manager: \$220/hour

Interiors Project Manager: \$200/hour

Specifications Project Manager: \$180/hour

EXPENSES:

Travel expenses included in the Fee Compensation chart above up to (8) trips. Expenses include travel to Abilene, meals, mileage, printing, shipping.

ADDITIONAL SERVICES:

Will be presented as requested.

CHANGE OF SERVICE:

Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the owner will be received before any additional services are executed.

SCHEDULE:



www.720design.net

Proposal to the City of Abilene
Abilene Heritage Square Library
Abilene, TX
Page 3 of 3

The schedule will be developed in conjunction with the owner and building committee for this project.

PUBLICATIONS AND MARKETING:

720 design will be credited as interior designer in publications, marketing, award submissions and other recognition.

Submitted by:

Approved by:

A handwritten signature in black ink, reading "Maureen".

Maureen Arndt, AIA, IIDA 4/29/23
President
720 Design Inc.

DocuSigned by:

A handwritten signature in black ink, reading "Robert Hanna".

E27D700B8444EA...

Name Robert Hanna
City of Abilene
Title City Manager

Date
9/25/2023 | 6:47 AM CDT

Enclosures: General Conditions

ATTEST:

DocuSigned by:

A handwritten signature in black ink, reading "Shawna Atkinson".

C9A687226196428...

City Secretary

DS



APPROVED:

DocuSigned by:

A handwritten signature in black ink, reading "Stanley Smith".

D47F7C82A7BE450...

City Attorney

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
720 DESIGN, INC.

On September 25, 2023, the City of Abilene, Texas (“City”) and 720 Design, Inc. (“Professional”) entered into a Professional Service Agreement (“Agreement”), wherein Professional was contracted to provide FFE selection/specification for the new Library at Heritage Square.

City of Abilene, Texas and 720 Design, Inc., Inc. hereby agree to amend the terms of the Agreement and add scope of work as follows:

“Professional will contract with Museum Arts to design interactive exhibits for the Library’s Family Place, Baby Garden, and Book Return. This does not increase the budget for the FFE but only shifts funding to allow Museum Arts to act as a consultant to 720 Design, Inc. for the design phase of this project. The fabrication, delivery and installation of the interactive exhibits is not covered by this amendment, and will be under a separate contract.”

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS _____ DAY OF _____, 2025.

CITY OF ABILENE, TEXAS

DocuSigned by:
BY: Mindy Patterson
37DD9A53DEA4477...
Mindy Patterson, City Manager

Attest:

DocuSigned by:
Shawna Atkinson
C9A687226196428...
City Secretary

PROFESSIONAL

Maureen Arndt
BY: Maureen Arndt, AIA, IIDA
President

Digitally signed by Maureen Arndt
DN: C=US,
E=marndt@720design.net,
CN=Maureen Arndt
Date: 2025.06.07 01:11:30-05'00'

Attest:

Maureen Arndt
Corporation’s Secretary

Digitally signed by Maureen Arndt
DN: C=US,
E=marndt@720design.net,
CN=Maureen Arndt
Date: 2025.06.07 01:12:05-05'00'

CORRECTED AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
720 DESIGN, INC.

On September 25, 2023, the City of Abilene, Texas (“City”) and 720 Design, Inc. (“Professional”) entered into a Professional Service Agreement (“Agreement”), wherein Professional was contracted to provide FFE selection/specification for the new Library at Heritage Square. On June 7, 2025, the City and Professional entered into an Amendment to Professional Services Agreement between the City of Abilene, Texas and 720 Design, Inc. (“Amendment”) to amend the scope of work. The Amendment should also include an increase in the fee to be paid to the Professional.

City of Abilene, Texas and 720 Design, Inc., Inc. hereby agree to correct the Amendment of the terms of the Agreement as follows:

I. Scope of Work

“Professional will contract with Museum Arts to design interactive exhibits for the Library’s Family Place, Baby Garden, and Book Return. This does not increase the budget for the FFE but only shifts funding to allow Museum Arts to act as a consultant to 720 Design, Inc. for the design phase of this project. The fabrication, delivery and installation of the interactive exhibits is not covered by this amendment and will be under a separate contract.”

II. Fee

“Professional will be paid an additional lump sum in the amount of \$13,200.00, as shown on the attachment”

This Corrected Amendment shall replace in full the Amendment entered on June 7, 2025. No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 22nd DAY OF January, 2026.

CITY OF ABILENE, TEXAS

PROFESSIONAL

BY: _____
Emily Crawford, City Manager

BY: _____
Maureen Arndt, AIA, IIDA
President

Attest:

Attest:

City Secretary

Corporation's Secretary



www.720design.net

Additional Services Request to the City of Abilene
Abilene Heritage Square Library
Abilene, TX
Page 1 of 1

Ms. Mindy Patterson
City of Abilene
Interim City Manager
555 Walnut Street
Abilene, TX 79601

ADDITIONAL SERVICE REQUEST #1 PROPOSAL PRESENTED TO: City of Abilene FFE

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

MODIFICATION:

As a modification to the existing contract, 720 design is submitting this request for an additional fee to for Museum Arts to design interactive exhibits for the Library's Family Place, Baby Garden, and Book Return. This does not increase the budget for FFE only shifts funding to allow Museum Arts act as a consultant to 720 design for the design phase of this project.

COMPENSATION:

Deposit to Museum Arts:	\$4,000
Progress Payment:	\$4,000
Final Payment:	\$4,000
<u>Project Management (720 design):</u>	<u>\$1,200</u>

TOTAL ADDITIONAL FEE: \$13,200

This fee is for design only. The fabrication, delivery, and install of the interactive exhibits will be under a separate contract.

SCHEDULE:

The schedule will not be impacted by this additional service.

Submitted by:

Maureen Arndt

Digitally signed by Maureen Arndt
DN: C=US,
E=marndt@720design.net,
CN=Maureen Arndt
Date: 2025.04.09 12:55:02-05'00'

Approved by:

Maureen Arndt, AIA, IIDA 4/9/25
President
720 Design Inc.

Name
City of Abilene
Title:

Date

Attachment: Museum Arts Proposal dated 02_26_2025

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
720 DESIGN, INC.

On September 25, 2023, the City of Abilene, Texas (“City”) and 720 Design, Inc. (“Professional”) entered into a Professional Service Agreement (“Agreement”), wherein Professional was contracted to provide FFE selection/specification for the new Library at Heritage Square. On January 22, 2026, the City and Professional entered into a Second Amendment to the Professional Services Agreement Between the City of Abilene, Texas and 720 Design, Inc.

City of Abilene, Texas and 720 Design, Inc., Inc. hereby agree to further amend the terms of the Agreement as follows:

I. Scope of Work

“Professional will contract with Museum Arts to design interactive exhibits for the Library’s Family Place and Book Return. This is based on Concept Design package discussed on 12/9/2025 with AHS/Library, and all changes are to be addressed in the next design phase. A \$200,000 budget is allocated within the FF&E budget for Family Place thematics, which also includes Museum Arts fees. This does not increase the budget for FFE, only shifts funding to allow Museum Arts to act as a consultant to 720 Design for the Design Development “Specification” phase of the project.

II. Fee

“Professional will be paid an additional lump sum in the amount of \$37,200.00, as shown on the attachment.”

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 22nd DAY OF January, 2026.

CITY OF ABILENE, TEXAS

PROFESSIONAL

BY: _____
Emily Crawford, City Manager

BY: _____
Maureen Arndt, AIA, IIDA
President

Attest:

Attest:

City Secretary

Corporation's Secretary



www.720design.net
Additional Services Request to the City of Abilene
Abilene Heritage Square Library
Abilene, TX
Page 1 of 3

Ms. Emily Crawford
City of Abilene
City Manager
555 Walnut Street
Abilene, TX 79601

ADDITIONAL SERVICE REQUEST #2 PROPOSAL PRESENTED TO: City of Abilene FFE

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

MODIFICATION:

As a modification to the existing contract, 720 design is submitting this request for an additional fee for Museum Arts to design interactive exhibits for the Library's Family Place and Book Return. This is based on Concept Design package discussed on 12/9/2025 with AHS/Library, and all changes are to be addressed in the next design phase. A \$200,000 budget is allocated within the FF&E budget for the Family Place thematic, which also includes Museum Arts fees. This does not increase the budget for FFE, only shifts funding to allow Museum Arts to act as a consultant to 720 design for the Design Development "Specification" phase of the project.

COMPENSATION:

Deposit to Museum Arts:	\$10,000
Progress Payment:	\$10,000 (Two progress \$5,000 payments)
Final Payment:	\$5,000
<u>Project Management (720 design):</u>	<u>\$12,000</u>

TOTAL ADDITIONAL FEE: \$37,000

This fee is for design only. The fabrication, delivery, and installation of the interactive exhibits will be under a separate contract.

SCHEDULE:

The schedule will not be impacted by this additional service.

Submitted by:

Maureen Arndt

Digitally signed by Maureen Arndt
DN: C=US,
E=marndt@720design.net, O=720
design inc., CN=Maureen Arndt
Date: 2025.12.18 17:46:22-06'00'

Maureen Arndt, AIA, IIDA
President
720 Design Inc.

Approved by:

Name
City of Abilene
Title:

Date

Attachment: Museum Arts Proposal dated 12_9_2025

Resolution:
**Amending the Contract with 720 Design,
Inc. for FF&E Consulting Services for the
Main Library at Abilene Heritage Square**





Resolution: Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square

- On September 25, 2023, the City entered into a Professional Services Agreement with 720 Design, Inc.
- Scope includes FF&E selection and specification services for the new Main Library at Abilene Heritage Square
- Amendments are needed to address scope changes and associated fees





Resolution: Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square

Corrected Amendment:

- On June 7, 2025, the City and 720 Design, Inc. agreed to an amendment to the Professional Services Agreement
- Amendment expanded the scope of work to allow Museum Arts, Inc. to act as a subcontractor for the design of themed elements for the Storytime Area and Book Return
- The original amendment should have included a fee increase of \$13,200 for the expanded scope





Resolution: Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square

Second Amendment:

- The Second Amendment further expands the scope of work
- Allows Museum Arts, Inc. to act as a subcontractor for the Specification Phase
- Specification Phase includes final specifications for themed elements prior to fabrication
- Additional Cost: \$37,200





Resolution: Amending the Contract with 720 Design, Inc. for FF&E Consulting Services for the Main Library at Abilene Heritage Square

- Corrected Amendment cost: \$13,200
- Second Amendment cost \$37,200
\$50,400 TOTAL
- Funding Source: Minor Improvement Fund. Part of the \$3 million in total funding approved by the City Council for furniture, fixtures, and equipment (FF&E) for the new Main Library at Abilene Heritage Square.
- This project is within budget.





**CITY COUNCIL
MEMORANDUM
1/22/2026**

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

ITEM: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending the FY26 Bulk Chemical Bid Awards to Approve Rebids for Alum and Polymer (Matthew Dane)

GENERAL INFORMATION

The City of Abilene Water Utilities Department is requesting that the Abilene City Council amend the Fiscal Year 2026 bulk chemical bid awards (CB-2560) to approve rebids for Alum and Polymer under bid CB-2616.

After the original FY26 chemical bids were awarded, the Alum and Polymer contracts were executed but subsequently canceled after execution and prior to full performance. Based on those cancellations, staff determined it was necessary to rebid Alum and Polymer to ensure compliance with contract requirements and maintain a reliable chemical supply.

Bid CB-2616 was published on December 4, 2025, and bids were opened on December 19, 2025. This rebid was limited to Alum and Polymer only and applies to the remainder of FY26, from January 22, 2026 through September 30, 2026.

The Alum and Polymer contracts originally awarded under CB-2560 were canceled due to performance concerns and noncompliance with contract requirements related to chemical sourcing. To address these issues and ensure continued treatment operations, staff initiated a partial rebid limited to these two chemicals.

During the rebid period, Water Utilities maintained uninterrupted treatment operations by utilizing short-term 30-day bids to supply Alum and Polymer until the rebid process could be completed.

Following evaluation of the CB-2616 submittals, staff recommends awarding Polymer to SNF Polydyne Inc. and Alum to Catalynt Solutions. The Alum award recommendation is based on a best value determination that considered price, vendor qualifications, and references. References were checked for both recommended vendors, and no negative feedback was received.

		Estimated Annual Costs
Polymer	SNF Polydyne Inc \$ 4,140.00 / Dry Ton	\$ 103,500.00 / yr
Alum	Catalynt Solutions \$ 0.1086 / Wet Lb.	\$ 1,943,825.97 / yr

The recommended rebid vendors will serve for the remainder of FY26. All other chemical awards approved under CB-2560 remain unchanged.

FUNDING/FISCAL IMPACT

Funding for Alum and Polymer purchases will continue to come from the FY26 Annual Operating Budget of the Water Utilities Department.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council amend the FY26 bulk chemical bid awards (CB-2560) to approve the rebid awards for Alum and Polymer under CB-2616, as described above.

ATTACHMENTS:

1. 2 - WrittenResolution - Bulk Chemical Re-Bid Award
2. CB-2616 TABSHEET
3. 3 - Presentation - Bulk Chemical Re-Bid Award

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING THE FISCAL YEAR 2026 BULK CHEMICAL BID AWARDS TO
APPROVE REBID AWARDS FOR ALUM AND POLYMER.**

WHEREAS, the City of Abilene owns and operates the Grimes, Northeast, and Hargesheimer Water Treatment Plants and the Hamby Water Reclamation Facility; and

WHEREAS, the City Council previously approved awards for the purchase of bulk chemicals for Fiscal Year 2026 under bid CB-2560; and

WHEREAS, following execution of the original FY26 contracts, the Alum and Polymer awards were canceled by the City prior to full performance; and

WHEREAS, City staff rebid Alum and Polymer to ensure compliance with contract requirements and to secure reliable chemical supply for the remainder of Fiscal Year 2026; and

WHEREAS, City staff recommends approving rebid awards for Alum and Polymer while leaving all other FY26 chemical awards unchanged; and

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

That the City Council amends the FY26 bulk chemical bid awards under CB-2560 to approve the following rebid awards for the remainder of Fiscal Year 2026:

Alum: Catalynt Solutions - \$1,943,825.97 (*Estimated Annual Costs*)

Polymer: SNF Polydyne Inc. – 103,500.00 (*Estimated Annual Costs*)

All other chemical awards previously approved under CB-2560 remain in full force and effect.

ADOPTED this 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS		DEPARTMENT: WATER BID NO.: CB-2616 TIME OF OPENING: 2:00 P.M. DATE OF OPENING: DECEMBER 19, 2025	
VENDOR / ITEM DESCRIPTION	ITEM 1. ALUM	ITEM 2. POLYMER	
PENCCO INC SAN FELIPE, TX	_____	_____	
CHEMTRADE PARSIPPANY, NJ	.1648		
SNF POLYDYNE INC. RICEBORO, GA		4,140 Ton	
UNIVAR USA DOVER, FL	_____	_____	
USALCO BALTIMORE, MD	.1882		
CHAMELEON INDUSTRIES INC. MESQUITE, TX	.118		
CATALYNT SOLUTIONS INC. EDMONDS, WA	.1086		

*Recommended Award / **5% Local Vendor Preference

Amendment to FY26 Bulk Chemical Bid Awards - Alum and Polymer Rebid.





Alum and Polymer Rebid

- FY26 bulk chemical bids previously approved by City Council
- Alum and Polymer contracts were later canceled
- Partial rebid conducted to ensure reliable supply and compliance
- Action today approves final vendors for remainder of FY26





Alum and Polymer Rebid

- Bid CB-2616
- Limited to Alum and Polymer only
- Covers January 22, 2026 through September 30, 2026
- All other FY26 chemical awards remain unchanged





Alum and Polymer Rebid

- Alum: Catalynt Solutions
- Polymer: SNF Polydyne Inc. (*only bidder*)
- Alum award based on best value evaluation
- Considered price, references, and vendor qualifications



**Approve amendment to FY26 bulk chemical
bid awards to finalize Alum and Polymer
vendors for the remainder of Fiscal Year 2026.**





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Matthew Dane, Director of Water Utilities
ITEM: 16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Xylem Water Solutions USA, Inc. (Leopold) for the Northeast Water Treatment Plant (NEWTP) Filter #4 Media and Underdrains in the Amount of \$180,000.00 *(Matthew Dane)*

GENERAL INFORMATION

Water Utilities staff are requesting that the Abilene City Council approve the contract with Xylem Water Solutions USA, Inc. (Leopold) for the replacement of filter media and underdrains for Filter #4 at the Northeast Water Treatment Plant (NEWTP).

The existing filter media and underdrain system have reached the end of their useful life and require replacement to ensure continued reliable operation of the water treatment process and compliance with regulatory requirements. Leopold is the original equipment manufacturer of the existing underdrain system and provides proprietary components that are compatible with the existing filter structure.

Approval of this contract will allow the City to procure the necessary materials to complete the Filter #4 rehabilitation and restore the filter to full operational capacity.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the contract with Xylem Water Solutions USA, Inc. (Leopold) for the replacement of filter media and underdrains for Filter #4 at the Northeast Water Treatment Plant, in the amount of \$180,000.00.

ATTACHMENTS:

1. 2 - Written Resolution - Filter 4 Media and Underdrains (1)
2. I25195 Leopold Proposal - REV01- Abilene, TX - Filter 4 - 10-21-25
3. Sole Source Letter- Abilene TX - UD

4. Filter4_NEWTP_Xylem_SignedContract
5. 3 - Presentation - Filter 4 Media and Underdrains

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE CONTRACT WITH XYLEM WATER SOLUTIONS USA, INC. (LEOPOLD) FOR THE REPLACEMENT OF FILTER MEDIA AND UNDERDRAINS FOR FILTER #4 AT THE NORTHEAST WATER TREATMENT PLANT.

WHEREAS, the City of Abilene Water Utilities Department operates the Northeast Water Treatment Plant (NEWTP) to provide reliable potable water service to the community; and

WHEREAS, Filter #4 at the NEWTP requires replacement of its filter media and underdrain system due to the existing components reaching the end of their useful life; and

WHEREAS, Xylem Water Solutions USA, Inc. (Leopold) is the original equipment manufacturer of the existing underdrain system and provides proprietary components required for compatibility with the existing filter structure; and

WHEREAS, the procurement of these components qualifies as a sole source purchase, and a sole source justification has been provided; and

WHEREAS, Water Utilities staff recommends approving a contract with Xylem Water Solutions USA, Inc. (Leopold) for the purchase of filter media and underdrains for Filter #4 at the Northeast Water Treatment Plant; and

WHEREAS, the total contract cost of \$180,000.00 will be funded from the Water Utilities Capital Improvement Program;

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

That the City Manager is authorized to execute a contract with Xylem Water Solutions USA, Inc. (Leopold) for the replacement of filter media and underdrains for Filter #4 at the Northeast Water Treatment Plant in the amount of \$180,000.00.

ADOPTED this 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

Proposal

Northeast WTP

Abilene, TX



10/21/2025



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400
Zelienople, PA 16063
Mr. Bruce Wolfe
Mobile: 724-504-0366
Email: bruce.wolfe@xylem.com

10/21/2025

Project name : Abilene, TX
Project number : I25195 rev01

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Abilene, TX, WTP Filter #4.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Bruce Wolfe
Territory Manager

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1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using previous Leopold contract M4-4572.

FILTER UNDERDRAIN SYSTEM:

LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in one (1) filter cell. The filter cell measures 41'-3" lateral run x 13'-6". The total filter area is 557 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with 316 stainless steel "U" anchor rods. Epoxy, sealant, bonding agents, or other similar materials used during installation are not included and to be provided by others.

I.M.S® 200 MEDIA RETAINER:

Under this section, we propose to furnish 557 square feet of I.M.S® 200 media retainer. The scope includes molded thermoplastic I.M.S® 200 media retainer factory installed onto the proposed Leopold Universal® Type S® Underdrain block prior to shipment.

AIR HEADER PIPING:

Under this section, we propose to furnish thirteen (13) new nylon braided flexible PVC hoses and adjustable stainless steel band hose clamps for the existing air header pipe connections to the filter underdrains.

FILTER MEDIA:

One (1) filter cell, 557 square feet

620 cubic feet SILICA SAND – 12" Depth plus
1/2" skimming allowance and 5% extra
Effective size: 0.45 mm to 0.55 mm
Uniformity coefficient: 1.40
31 Tons

1,320 cubic feet

FILTER ANTHRACITE – 27" Depth plus
1" skimming allowance
Effective Size: 0.95 mm to 1.05 mm
Uniformity coefficient: 1.40
33 Tons

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in semi-bulk containers, "Super Bags," with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Five percent (5%) extra sand is included to cover incidental damage or loss. Any additional loss of material due to storage or handling is not covered by this proposal.

1.2 SERVICES

MANUFACTURER'S SERVICES (FILTER EQUIPMENT):

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of (5) days (8 hr/day) on site plus (4) days travel time to and from the job-site in (2) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

2 Technical Clarification & Deviations

1. Not Used

3 Price & Scope of Supply

3.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 60 days. Any order received more than 60 days after the date of this quotation is reviewed by Xylem Water Solutions USA, Inc. before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem Inc. reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Xylem Inc. is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400 – Zelienople, PA 16063, USA.

We propose to furnish the material described in this document for **a total selling price of \$180,000.00.**

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Environmental Improvements, Inc
Phone: (713) 461-1111
Attention: Michael Carpenter

Price is based upon the following payment terms (net 30 days):

10% on order;
10% on drawing submittal delivery;
75% on shipment of equipment, or offer to ship;
5% on startup of equipment or 120 days from final delivery, whichever occurs first.

4 Commercial Terms & Conditions

4.1 DELIVERY SCHEDULE

4.1.1 Production schedule

Submittal of mechanical drawings for approval 6 to 8 weeks after order acceptance.

4.1.2 Delivery time

Delivery of fabricated items and 16 to 18 weeks after drawing approval.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

4.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

_____, 20 _____

BY: _____

_____, 20 _____



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive, Suite 400
Zelienople, PA 16063

To: Katherine Beeman
City of Abilene, TX

Dear Katherine,

In response to your recent request, Xylem Water Solutions U.S.A., Inc. respectfully presents the following information.

Leopold, a Xylem brand, is the Sole Source supplier of the Leopold Universal® Type S® Underdrain system and the I.M.S. 200 media retainer. Leopold, a Xylem brand, is the manufacturer and markets filter equipment direct to municipalities and general contractors through this office.

The filter equipment above can also be purchased through our local Representative in your area Environmental Improvements, Inc.

We trust this information meets with your requirements. Should you have any questions or require additional information, please do not hesitate to contact us.

Best regards,

A handwritten signature in black ink, appearing to read "Bruce Wolfe".

Bruce Wolfe
bruce.wolfe@xylem.com
724-504-0366



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the 22nd day of January, 2026, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Xylem Water Solutions, USA, Inc. ("Supplier"), a Corporation organized under the laws of the State of Washington D.C.

I. TERMS

In consideration of \$180,000.00, the Supplier must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Supplier has fully performed the terms of this Contract and the City's agent is satisfied that the work has been completed with the terms of this Contract, the City's agent shall pay the Supplier in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Supplier if the City's agent determines that the Supplier failed to fully perform the work in accordance with the terms of this Agreement, in which case the Supplier shall bear all costs, including the cost to the City of hiring someone else, due to the Supplier's neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Supplier has fully complied with the terms of this Contract.

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

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Supplier must complete all required work within a mutually agreed upon calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF SUPPLIER

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

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

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

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

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

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

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

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

B. Indemnity

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

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

Supplier must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Supplier’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 Supplier or Supplier’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 Supplier.

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

BOTH CITY AND SUPPLIER EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE SUPPLIER 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the Tax Act), and is not subject to any State or City sales taxes on materials incorporated

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Supplier until the work is accepted and the Supplier furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Supplier must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Supplier must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Supplier of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Supplier furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or

conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

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

or to Supplier at:

ATTN: Bruce Wolfe, Territory Manager, Xylem Water Solutions, Inc.
108 Tomlinson Drive, Suite 400
Zelienople, PA 16063

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity

or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

Unless the Supplier is not subject to a provision above, the signatory executing this Agreement on behalf of the Supplier verifies that the Supplier: (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.

XIX. MUTUAL WAIVER AND LIMITATION OF LIABILITY

City and Supplier (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) will not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental, treble, and punitive damages. The aggregate liability of each party to the other whether under contract law, in tort (including negligence), or under any other legal theory, is limited to this Contract price (“**Cap**”). **This Cap does not apply to:** (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; and (c) gross negligence or willful misconduct

XX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

SUPPLIER

By: _____

By: Adam McNeill

Name:

Name: Adam McNeill

Title:

Title: VP NA Municipal Treatment

ATTEST:

City Secretary

Federal Tax ID#:

45-2080074



APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Please see the attached proposal and statement of work. A Sole Source letter is also attached for the Leopold Universal Type S Underdrain system and the I.M.S. 200 media retainer.

If any terms or conditions of the attached proposal conflict with the terms and conditions of this Contract, the terms and conditions of this Contract control and supersede the conflict terms and conditions of the proposal.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$ ____ per hour, or per the attached schedule, not to exceed \$_____.

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

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

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

OPTION 2 _X_

Payment is in a lump sum amount of \$180,000.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ____

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

f. The Supplier shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Supplier shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Supplier knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Supplier shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Supplier shall contractually require each person with whom it contracts to provide services on a project to:

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

(2) provide to the Supplier, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Supplier, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Supplier:

(a) a certificate of coverage, prior to the other person beginning work on the project;
and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

(End of Document)



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive, Suite 400
Zelienople, PA 16063

To: Katherine Beeman
City of Abilene, TX

Dear Katherine,

In response to your recent request, Xylem Water Solutions U.S.A., Inc. respectfully presents the following information.

Leopold, a Xylem brand, is the Sole Source supplier of the Leopold Universal® Type S® Underdrain system and the I.M.S. 200 media retainer. Leopold, a Xylem brand, is the manufacturer and markets filter equipment direct to municipalities and general contractors through this office.

The filter equipment above can also be purchased through our local Representative in your area Environmental Improvements, Inc.

We trust this information meets with your requirements. Should you have any questions or require additional information, please do not hesitate to contact us.

Best regards,

A handwritten signature in black ink, appearing to read "Bruce Wolfe".

Bruce Wolfe
bruce.wolfe@xylem.com
724-504-0366

Proposal

Northeast WTP

Abilene, TX



10/21/2025



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400
Zelienople, PA 16063
Mr. Bruce Wolfe
Mobile: 724-504-0366
Email: bruce.wolfe@xylem.com

10/21/2025

Project name : Abilene, TX
Project number : I25195 rev01

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Abilene, TX, WTP Filter #4.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Bruce Wolfe
Territory Manager

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2	Technical Clarification & Deviations	5
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4	Commercial Terms & Conditions	7
4.1	Delivery schedule	7
4.2	T&C's for proposal	Error! Bookmark not defined.

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using previous Leopold contract M4-4572.

FILTER UNDERDRAIN SYSTEM:

LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in one (1) filter cell. The filter cell measures 41'-3" lateral run x 13'-6". The total filter area is 557 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with 316 stainless steel "U" anchor rods. Epoxy, sealant, bonding agents, or other similar materials used during installation are not included and to be provided by others.

I.M.S® 200 MEDIA RETAINER:

Under this section, we propose to furnish 557 square feet of I.M.S® 200 media retainer. The scope includes molded thermoplastic I.M.S® 200 media retainer factory installed onto the proposed Leopold Universal® Type S® Underdrain block prior to shipment.

AIR HEADER PIPING:

Under this section, we propose to furnish thirteen (13) new nylon braided flexible PVC hoses and adjustable stainless steel band hose clamps for the existing air header pipe connections to the filter underdrains.

FILTER MEDIA:

One (1) filter cell, 557 square feet

620 cubic feet	SILICA SAND – 12" Depth plus 1/2" skimming allowance and 5% extra Effective size: 0.45 mm to 0.55 mm Uniformity coefficient: 1.40 31 Tons
----------------	---

1,320 cubic feet

FILTER ANTHRACITE – 27" Depth plus
1" skimming allowance
Effective Size: 0.95 mm to 1.05 mm
Uniformity coefficient: 1.40
33 Tons

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in semi-bulk containers, "Super Bags," with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Five percent (5%) extra sand is included to cover incidental damage or loss. Any additional loss of material due to storage or handling is not covered by this proposal.

1.2 SERVICES

MANUFACTURER'S SERVICES (FILTER EQUIPMENT):

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of (5) days (8 hr/day) on site plus (4) days travel time to and from the job-site in (2) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

2 Technical Clarification & Deviations

1. Not Used

3 Price & Scope of Supply

3.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 60 days. Any order received more than 60 days after the date of this quotation is reviewed by Xylem Water Solutions USA, Inc. before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem Inc. reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Xylem Inc. is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400 – Zelenople, PA 16063, USA.

We propose to furnish the material described in this document for a **total selling price of \$180,000.00.**

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Environmental Improvements, Inc
Phone: (713) 461-1111
Attention: Michael Carpenter

Price is based upon the following payment terms (net 30 days):

10% on order;
10% on drawing submittal delivery;
75% on shipment of equipment, or offer to ship;
5% on startup of equipment or 120 days from final delivery, whichever occurs first.

4 Commercial Terms & Conditions

4.1 DELIVERY SCHEDULE

4.1.1 Production schedule

Submittal of mechanical drawings for approval 6 to 8 weeks after order acceptance.

4.1.2 Delivery time

Delivery of fabricated items and 16 to 18 weeks after drawing approval.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

4.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

_____, 20 _____

BY: _____

_____, 20 _____

Approve the Contract with Xylem Water Solutions USA, Inc. (Leopold) for the Northeast Water Treatment Plant (NEWTP) Filter #4 Underdrains and Media





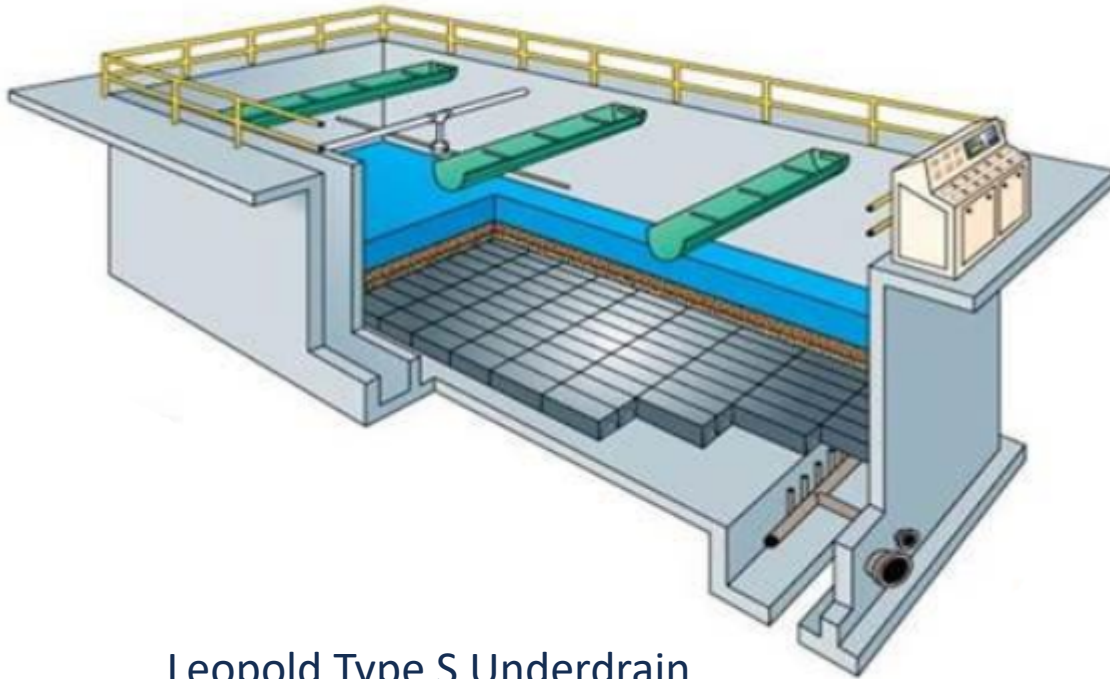
Filter #4 Underdrain System and Media at NEWTP

- Approve contract with Xylem Water Solutions USA, Inc. (Leopold) for Filter #4 underdrains and filter media at the Northeast Water Treatment Plant for the price of \$180,000.
- Includes replacement underdrain system and compatible filter media for the existing filter.
- Filter #4 is essential to the treatment process and replacement is necessary for continued reliable operation and compliance.





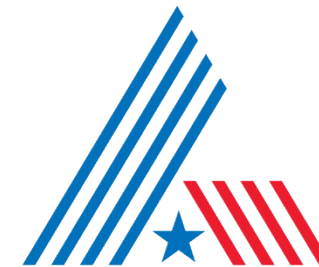
Filter #4 Underdrain System and Media at NEWTP



Leopold Type S Underdrain



Media: Silica Sand
And Filter Anthracite



CITY OF
ABILENE
TEXAS

Approve the Contract with Xylem Water Solutions USA, Inc. (Leopold) for the Northeast Water Treatment Plant (NEWTP) Filter #4 Underdrains and Media

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **17. Ordinance (First Reading) CUP-2026-01: 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 Contractor Services. Located at 8050 Buffalo Gap Road. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the City limits in 1980. The proposed use for the subject property is for contractor services for Peak Roofing.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:

- Plan of Operation
- Outdoor storage, including trailers, must be screened from public view
- Parking lot must be brought up to standards

ATTACHMENTS:

1. Staff Report (1)
2. Ordinance (6)
3. Metes & Bounds
4. Plan of Operation
5. Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

ZONING CASE CUP-2026-01 STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: January 6, 2026

City Council 1st Read: January 22, 2026

City Council 2nd Read: February 12, 2026

Applicant

Owner: DHS Ventures Pre LLC

Agent: Tevin Senne

Case Manager

Kera Valois – Planner

Request

A Conditional Use Permit to allow contractor services in General Commercial (GC) zoning.

Location

The subject property is located at 8050 Buffalo Gap Road. Legal description being approximately 0.69 Acres out of the M. Talbot Survey No. 103, Abstract No. 319, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City limits in 1980. The proposed use for the subject property is for contractor services for Peak Roofing.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Vacant Lot
East	GC	Vacant Lot
South	GC	Gas Station
West	GC	Vacant Lot

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 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 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 following conditions:

- Plan of Operation
- Outdoor storage, including trailers, must be screened from public view
- Parking lot must be brought up to standards

Attachments

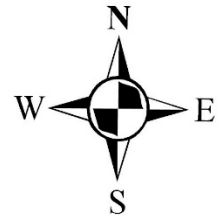
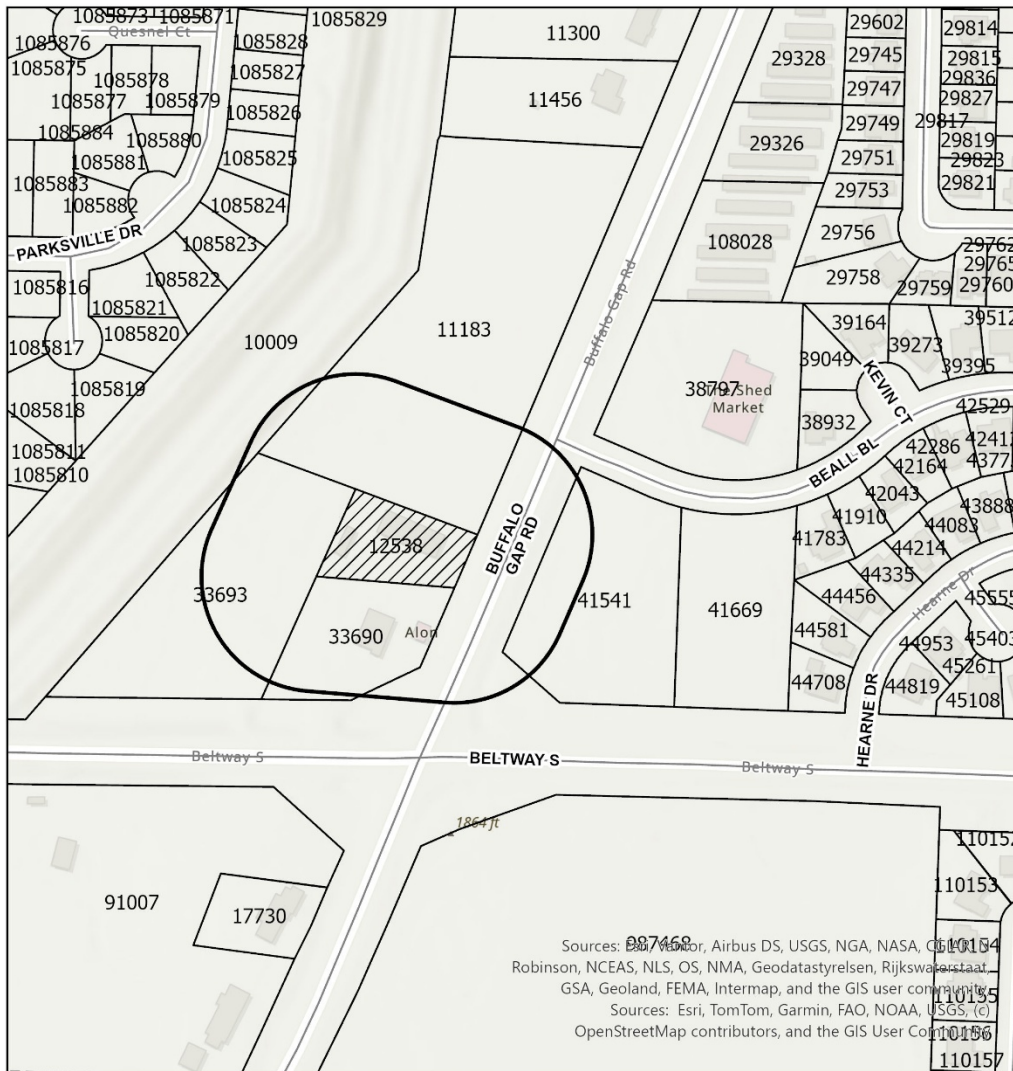
- Metes and Bounds
- Plan of Operation
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CITY OF ABILENE	10009	7534 PENNY LN	
CITY OF ABILENE	10009	7566 PENNY LN	
CITY OF ABILENE	10009	7574 PENNY LN	
DHS VENTURES PRE LLC	12538	8050 BUFFALO GAP	
SKINNYS INC	33690	8058 BUFFALO GAP	
SS SRANI LLC	41541	8049 BUFFALO GAP	
TAYLOR ELECTRIC COOP INC	33693		
TAYLOR ELECTRIC COOP INC	11183	7750 BUFFALO GAP	

NOTIFICATION MAP



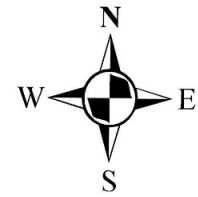
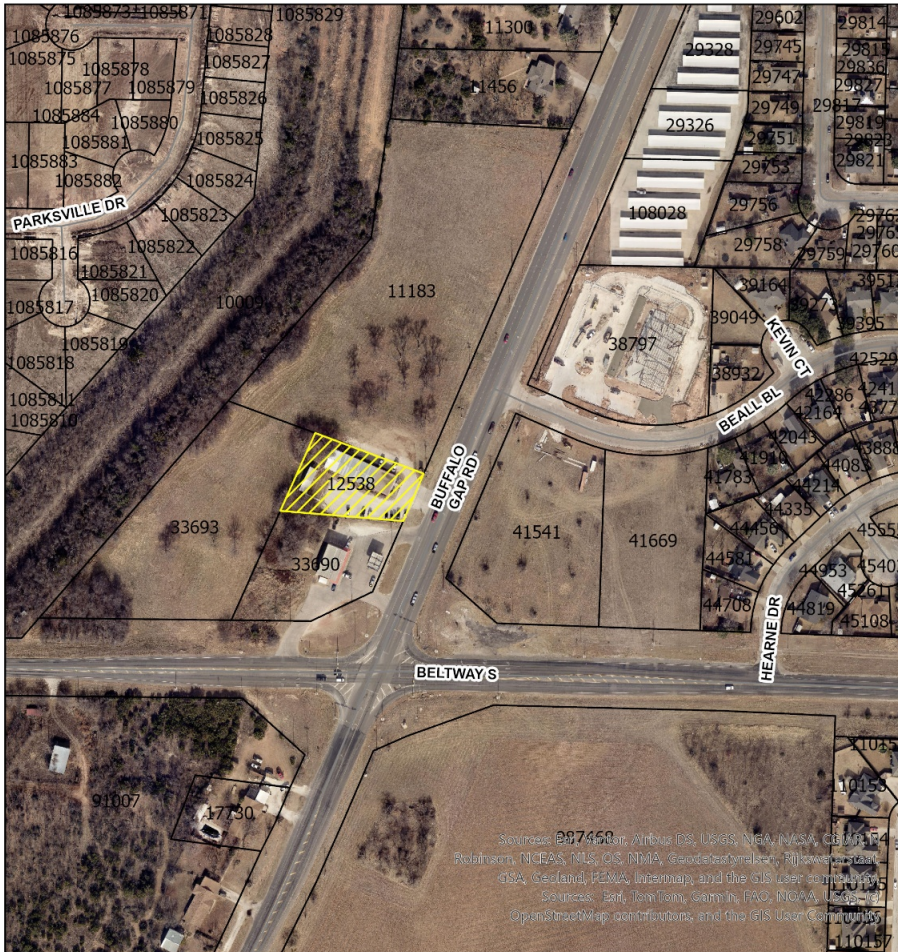
0.07

☐ Miles

 CUP-2026-01

 Notification Area

1085874	1085873	1085829	29447	29599	29812
1085863	1085872	1085871	29602	29602	29814
1085861	1085875	1085828	29328	29745	29815
1085862	1085877	1085827			



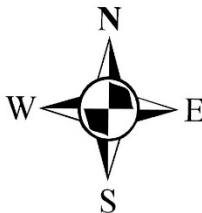
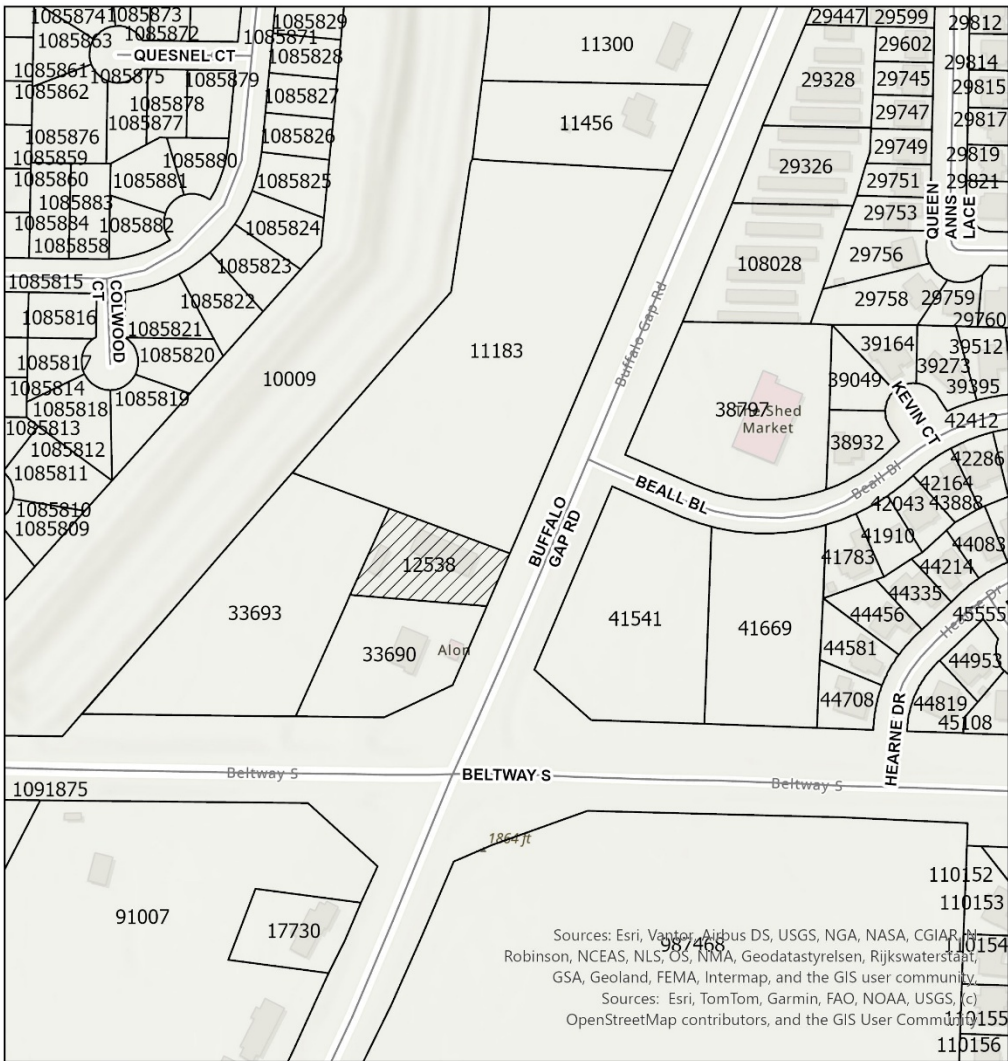
0.07 Miles

CUP-2026-01

LOCATION MAP

ZONING MAP

FLOOD MAP



0.07

Miles

 CUP-2026-01

FEMA Flood Zones

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

PLAN OF OPERATIONS

To: Whom It May Concern:

Re: 8050 Buffalo Gap Rd.
Abilene, TX 79606

The primary use of this building will serve as ~~an~~ office space and warehouse space for ~~B.~~ Peak Roofing.

~~We~~ We have 5 employees, each with their own vehicle. There will at times be a couple of trailers parked in the parking lot.

There will be some roofing material stored in the back yard of the property and some stored inside the warehouse. There will be no material stored in front or on either side of the property.

Terri Senne
Terri Senne
325 370 8566
terri@rootsbypeak.com

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 22nd day of January, 2026.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of December, 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 12th day of February, 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 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow contractor services in General Commercial (GC) zoning subject to the following conditions:

- Plan of Operation (Exhibit B)
- Outdoor storage, including trailers, must be screened from public view
- Parking lot must be brought up to current standards

Legal description as follows:

BEING 0.69 ACRE OF LAND OUT OF THE M. TALBOT SURVEY NO. 103, ABSTRACT NO. 319, TAYLOR COUNTY, TEXAS, SAID 0.69 ACRE BEING ALL OF THE CALLED 0.69 ACRE TRACT CONVEYED TO DHS VENTURES PRE, LLC, OF RECORD IN DOCUMENT NO. 2024-06767, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS (O.P.R.T.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RECOVERED 3/8" REBAR ON THE WEST LINE OF BUFFALO GAP ROAD (120 FOOT RIGHT-OF-WAY) AT THE SOUTHEAST CORNER OF SAID 0.69 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 1.13 ACRE TRACT OF RECORD IN VOLUME 1569, PAGE 40, O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF LOT 1, BLOCK A, CONTINUATION NO. 3, MESQUITE FOREST ESTATES, AS SHOWN BY PLAT RECORDED IN CABINET 1, SLIDE 491, PLAT RECORDS, TAYLOR COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N85°05'40"W 241.96 FEET, WITH THE SOUTH LINE OF SAID 0.69 ACRE TRACT AND THE NORTH LINE OF SAID 1.13 ACRE TRACT, TO A RECOVERED 3/8" REBAR ON THE EAST LINE OF LOT 101, BLOCK A, MESQUITE FOREST ESTATES, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 177, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 1.13 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 0.69 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

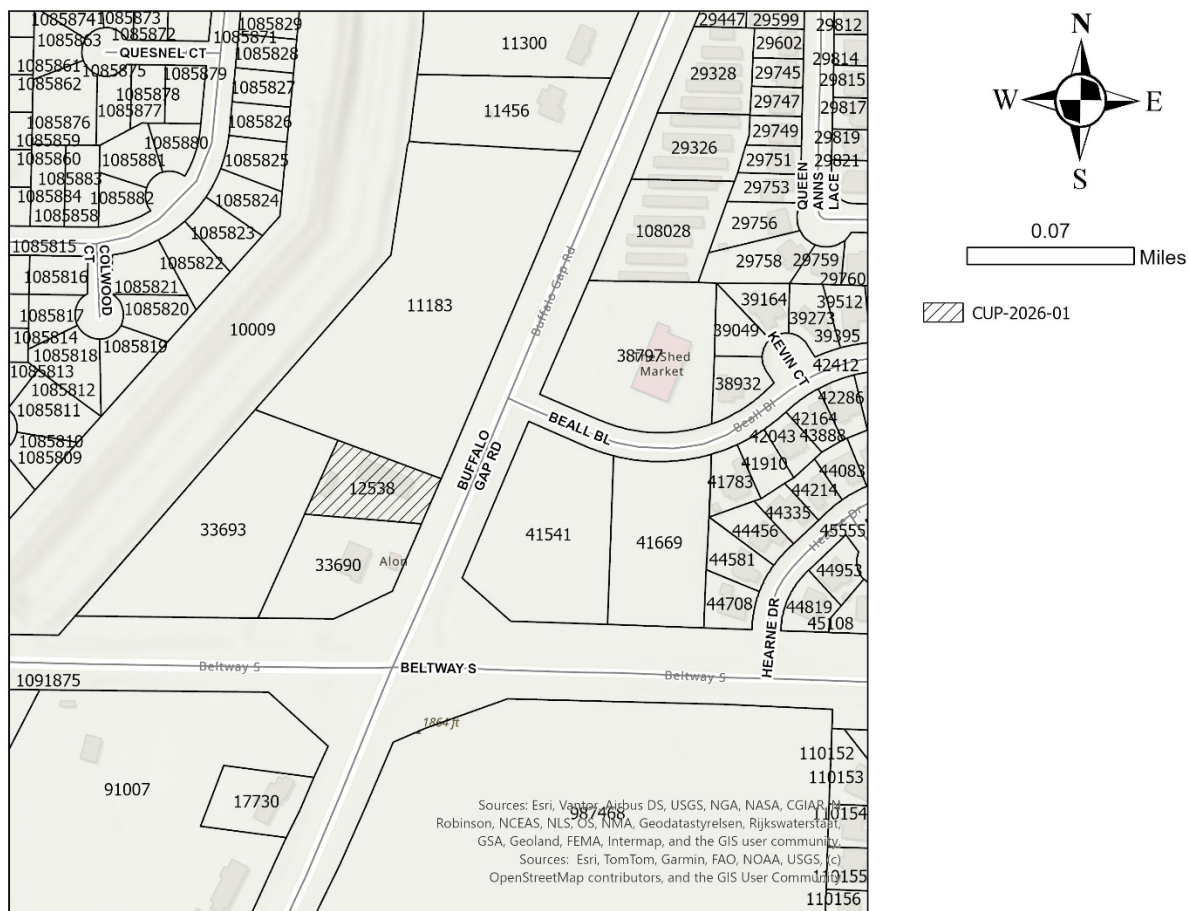
THENCE N24°22'11"E 165.31 FEET, WITH THE WEST LINE OF SAID 0.69 ACRE TRACT AND THE EAST LINE OF SAID LOT 101, TO A RECOVERED 3/8" REBAR AT THE NORTHEAST CORNER OF SAID 0.69 ACRE TRACT AND THE NORTHEAST CORNER OF SAID LOT 101, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S69°30'26"E 226.06 FEET, WITH THE NORTH LINE OF SAID 0.69 ACRE TRACT, TO A RECOVERED 3/8" REBAR ON THE WEST LINE OF SAID BUFFALO GAP ROAD AT THE NORTHEAST CORNER OF SAID 0.69 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S22°53'08"W 100.0 FEET, WITH THE WEST LINE OF SAID BUFFALO GAP ROAD AND THE EAST LINE OF SAID 0.69 ACRE TRACT, TO THE PLACE OF BEGINNING AND CONTAINING 0.69 ACRE OF LAND.

Located at 8050 Buffalo Gap Road.

ORDINANCE NO. _____



ORDINANCE NO. _____

EXHIBIT B

To: Whom It May Concern:

Re: 8050 Buffalo Gap Rd.
Abilene, TX 79606

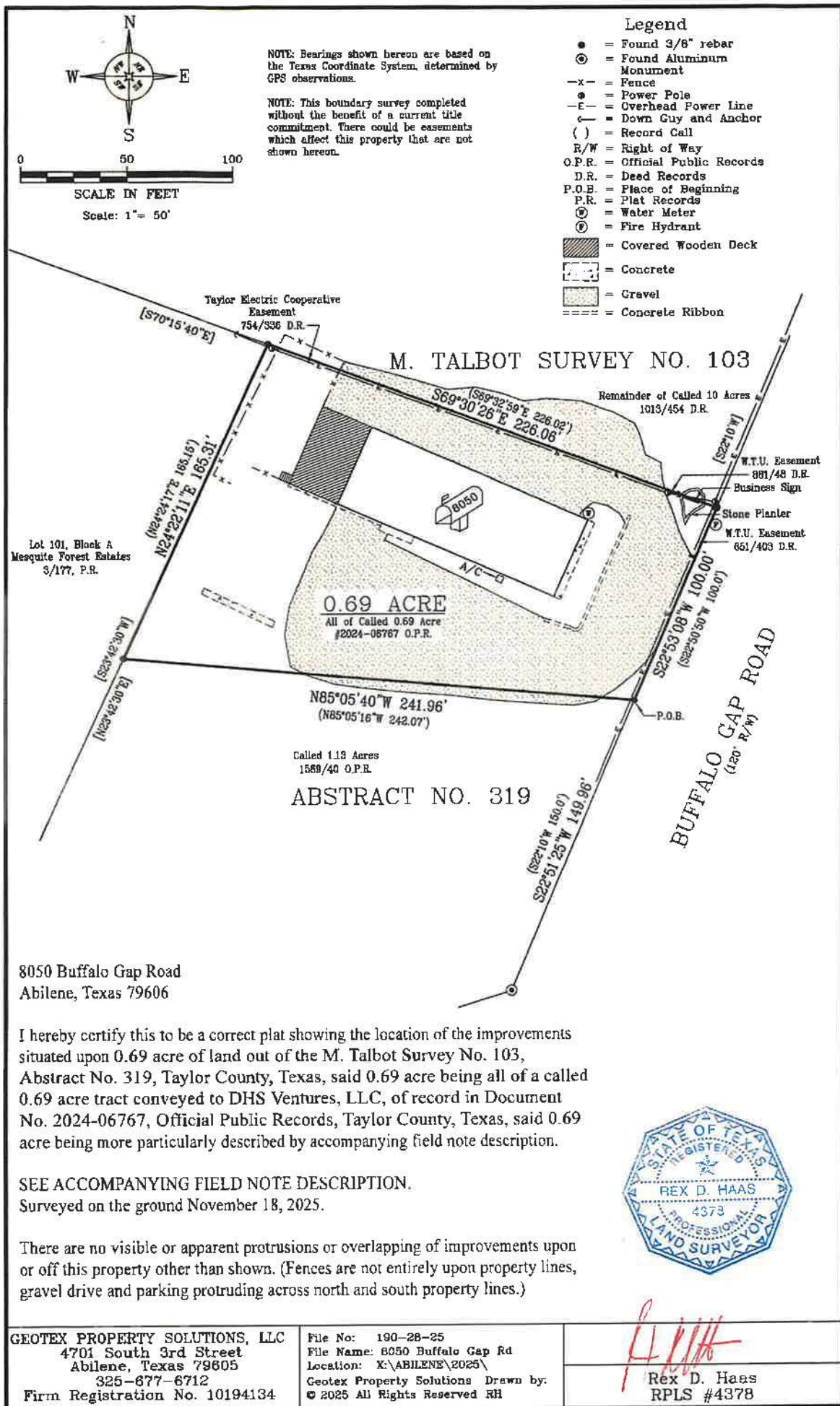
END

The primary use of this building will serve as an office space and warehouse space for ~~the~~ Peak Roofing.

~~we~~ We have 5 employees, each with their own vehicle. There will at times be a couple of trailers parked in the parking lot.

There will be some roofing material stored in the back yard of the property and some stored inside the warehouse. There will be no material stored in front or on either side of the property.

Tenn Sygne
Tenn Sygne
325 370 8566
tenn@rootsbyprk.com



FIELD NOTE DESCRIPTION

0.69 ACRE

BEING 0.69 acre of land out of the M. Talbot Survey No. 103, Abstract No. 319, Taylor County, Texas, said 0.69 acre being all of that called 0.69 acre tract conveyed to DHS Ventures PRE, LLC, of record in Document No. 2024-06767, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar on the west line of Buffalo Gap Road (120 foot Right-of-Way) at the southeast corner of said 0.69 acre tract and the northeast corner of a called 1.13 acre tract of record in Volume 1569, Page 40, O.P.R.T.C.T., same being the northeast corner of the remainder of Lot 1, Block A, Continuation No. 3, Mesquite Forest Estates, as shown by plat recorded in Cabinet 1, Slide 491, Plat Records, Taylor County, Texas, for the southeast corner of this tract;

THENCE N85°05'40"W 241.96 feet, with the south line of said 0.69 acre tract and the north line of said 1.13 acre tract, to a recovered 3/8" rebar on the east line of Lot 101, Block A, Mesquite Forest Estates, as shown by plat recorded in Cabinet 3, Slide 177, Plat Records, Taylor County, Texas, same being the northwest corner of said 1.13 acre tract and the southwest corner of said 0.69 acre tract, for the southwest corner of this tract;

THENCE N24°22'11"E 165.31 feet, with the west line of said 0.69 acre tract and the east line of said Lot 101, to a recovered 3/8" rebar at the northwest corner of said 0.69 acre tract and the northeast corner of said Lot 101, for the northwest corner of this tract;

THENCE S69°30'26"E 226.06 feet, with the north line of said 0.69 acre tract, to a recovered 3/8" rebar on the west line of said Buffalo Gap Road at the northeast corner of said 0.69 acre tract, for the northeast corner of this tract;

THENCE S22°53'08"W 100.0 feet, with the west line of said Buffalo Gap Road and the east line of said 0.69 acre tract, to the place of beginning and containing 0.69 acre of land.

Surveyed on the ground November 18, 2025.

SEE ACCOMPANYING PLAT

Geotex Property Solutions
4701 S. 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 190-28-25-0.69ac
Firm Registration No. 10194134


Rex D. Haas
R. P. L. S. #4378



To: Whom It May Concern:

Re: 8050 Buffalo Gap Rd.
Abilene, TX 79606

The primary use of this building will serve as an office space and warehouse space for ~~R.~~ Peak Roofing.

~~the~~ We have 5 employees, each with their own vehicle. There will at times be a couple of trailers parked in the parking lot.

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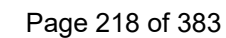
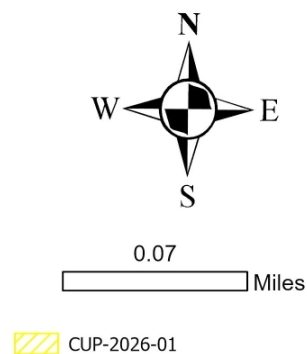
Tevin Senne
Tevin Senne
325 370 8566
tevin@roofsbypark.com



CONDITIONAL USE PERMIT

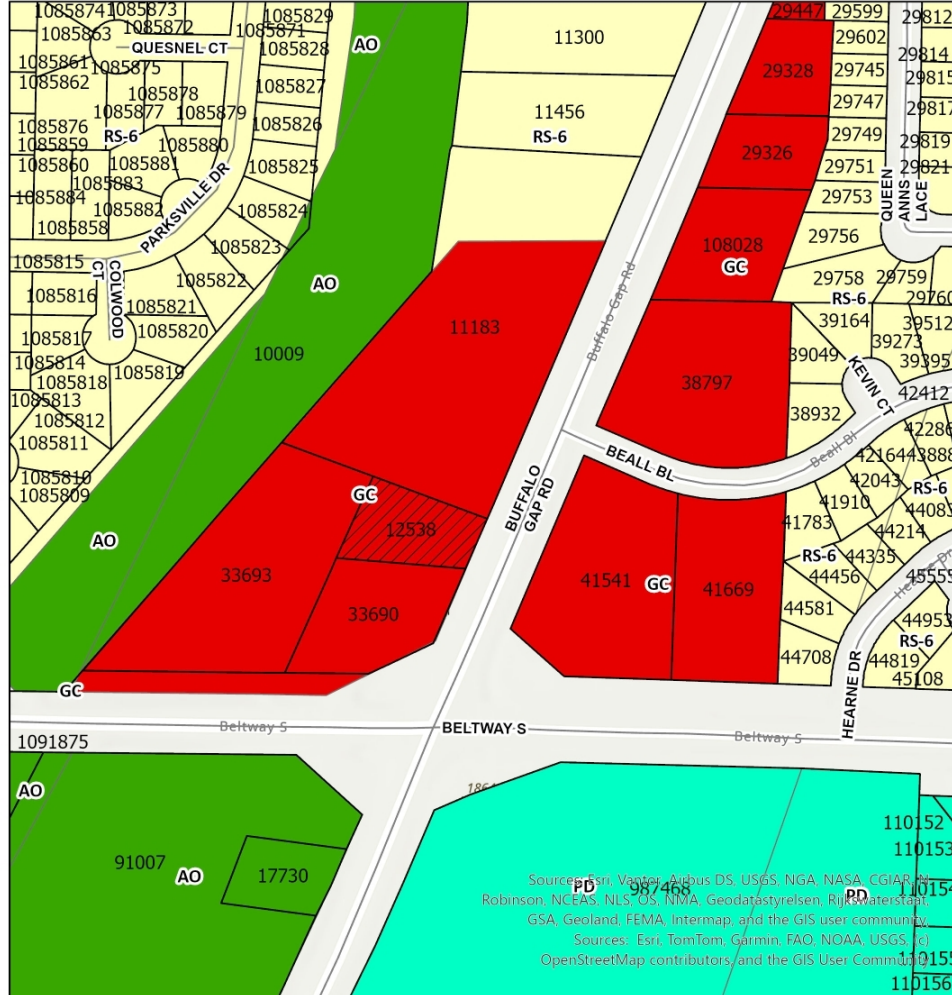
Case:	CUP-2026-01
Agent:	Tevin Senne
Owner:	DHS Ventures Pre LLC
Request:	A Conditional Use Permit to allow contractor services within General Commercial (GC) zoning.
Location:	8050 Buffalo Gap
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	January 6, 2026
Council Hearing:	January 22, 2026 February 12, 2026



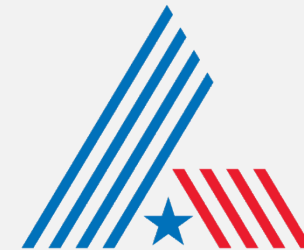




ZONING MAP



- CUP-2026-01
- Zoning Districts
- AO
 - GC
 - PD
 - RS-6



CITY OF
ABILENE
TEXAS

Sources: Esri, DeLorme, GeoEye, USGS, NGA, NASA, CGIAR, etc.
Robinson, NCEAS, NLS, OS, NIMA, Geodatastyrelsen, Rijkswaterstaat,
GSA, Geoland, FEMA, Intermap, and the GIS user community.
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, etc.
OpenStreetMap contributors, and the GIS User Community



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:

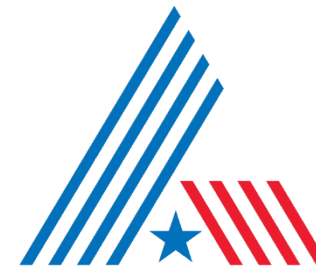
- C Wholesaling and Storage (indoor)

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



CITY OF
ABILENE
TEXAS

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





PLAN OF OPERATION

To: Whom It May Concern:

Re: 8050 Buffalo Gap Rd.
Abilene, TX 79606

The primary use of this building will serve as an office space and warehouse space for ~~the~~ Peak Roofing.

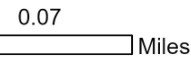
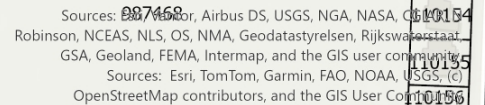
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Terri Syne

325 370 8566
terri@roofsbypak.com





 CUP-2026-01
 Notification Area

0 - Opposed- ●





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

Following conditions:

- Plan of Operation
- Outdoor storage, including trailers, must be screened from public view
- Parking lot must be brought up to current standards





Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **18. Ordinance (First Reading) Z-2026-01: 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 Residential Single-Family (RS-6) to General Commercial (GC). Located at 1900 West Stamford Street. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the City in 1950. The owner would like to rezone the property to General Commercial.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Metes and Bounds
4. 1732 Jameson
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 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 22nd day of January, 2026.

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 18th day of December, 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 12th day of February, 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 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.45 acres from Residential Single-Family (RS-6) to General Commercial (GC).

Legal description as follows:

BEING 2.45 acres out of Block 26, North Park Addition to the City of Abilene, Taylor County, Texas, as shown by plat recorded in Cabinet 2, Slide 137-C, Plat Records, Taylor County, Texas, said 2.45 acres being all of a 1 acre tract described in Instrument No. 2018-15961, Official Public Records, Taylor County, Texas and all of that same property described as Tracts 86 and 87 in Instrument No. 2021-02913, Official Public Records, Taylor County, Texas, said 2.45 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar, with GEOTEX cap, set on the east right-of-way line of Clinton Street (60 foot right-of-way) and the north right-of-way line of an existing 20 foot alley, for the southwest corner of this tract, whence a 1/2" rebar found on the east right-of-way line of said street and the north right-of-way line of Jameson Street (60 foot right-of-way), at the southwest corner of Lot 1, Block 4, J.B. Collins Subdivision, as shown by plat recorded in Volume 2, Page 377, Plat Records, Taylor County, Texas bears S0°38'39"W 162.62 feet;

THENCE N0°38'39"E 158.92 feet, along the east right-of-way line of Clinton Street, to a brass monument found in a corner clip, for an exterior corner of this tract;

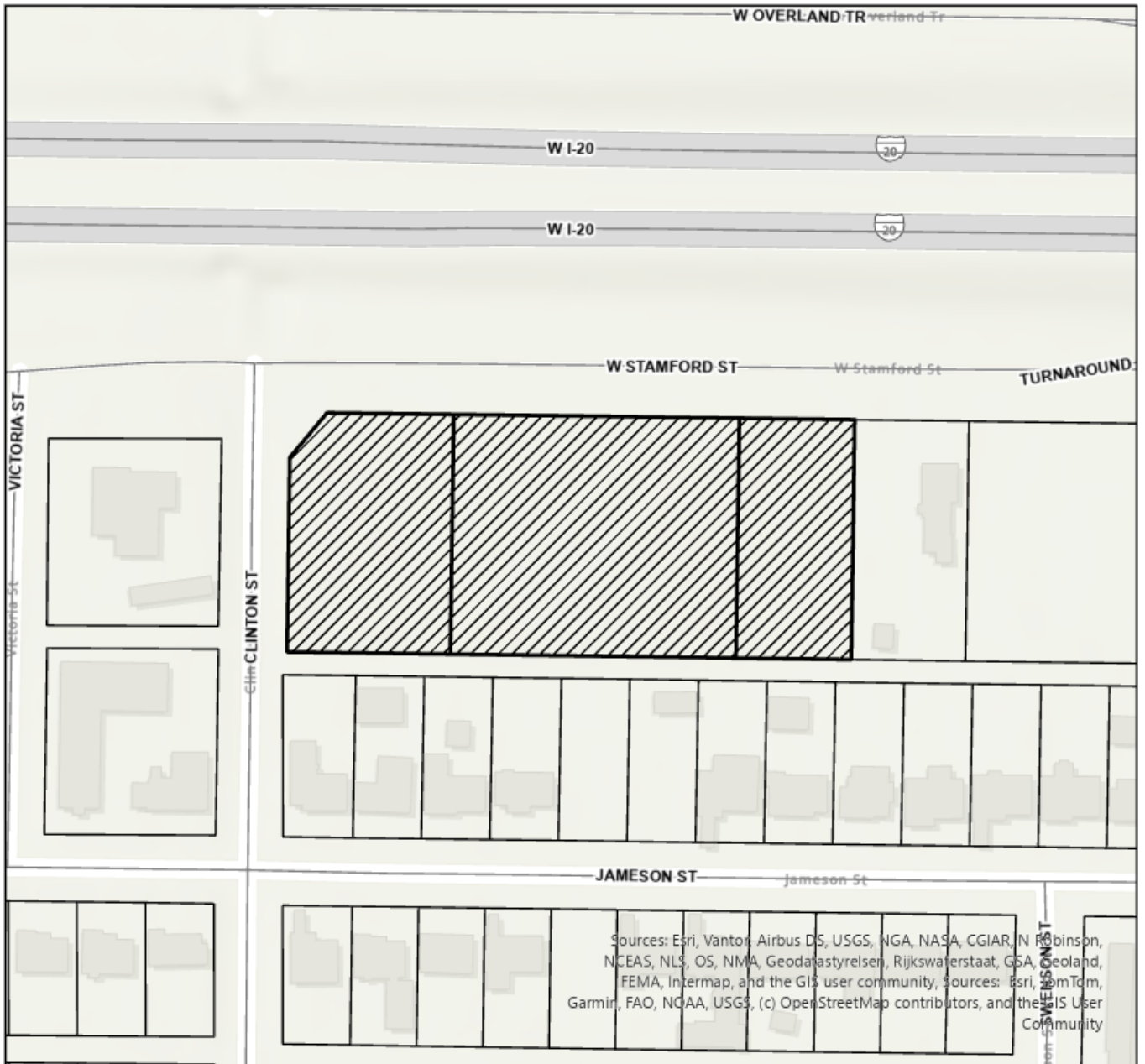
THENCE N45°43'24"E 70.81 feet, along said corner clip, to a brass monument found on the south right-of-way line of West Stamford Street (right-of-way varies), for an exterior corner of this tract;

THENCE S89°21'56"E 468.71 feet, along the south right-of-way line of West Stamford Street, to a 3/8" rebar, with GEOTEX cap, set at the northwest corner of a 0.475 acre tract described in Instrument No. 202019355, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

THENCE S1°28'06"W 208.93 feet to a 3/8" rebar, with GEOTEX cap, set on the north right-of-way line of said 20 foot alley, at the southwest corner of said 0.475 acre tract, for the southeast corner of this tract, whence a 1" Iron Rod found at the southwest corner of Lot 1, Block A, Central Baptist Church Subdivision, as shown by plat recorded in Cabinet 1, Slide 272, Plat Records, Taylor County, Texas bears S89°21'56"E 100.0 feet;

THENCE N89°21'56"W 515.84 feet, along the north right-of-way line of said 20 foot alley, to the place of beginning and containing 2.45 acres of land.

Located at the 1800-1900 Block of W Stamford St.



END

ZONING CASE

Z-2026-01

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: January 6, 2026
City Council 1st Reading: January 22, 2026
City Council 2nd Reading: February 12, 2026

Applicant

Owner: Hitendra Bhakta

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 2.5 acres from Residential Single-Family (RS-6) to General Commercial (GC).

Location

Located at the 1800-1900 block of W Stamford St.

Background

The subject property was annexed into the City in 1950. The owner would like to rezone the property to General Commercial.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC	Contractor Service
East	RS-6	Single-family Residence/Church
South	RS-6	Single-Family Residences
West	RS-6	Vacant

Criteria Assessment

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

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

The proposed use is consistent with the Comprehensive Plan.

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

The proposed zoning would be appropriate 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

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation

Notification

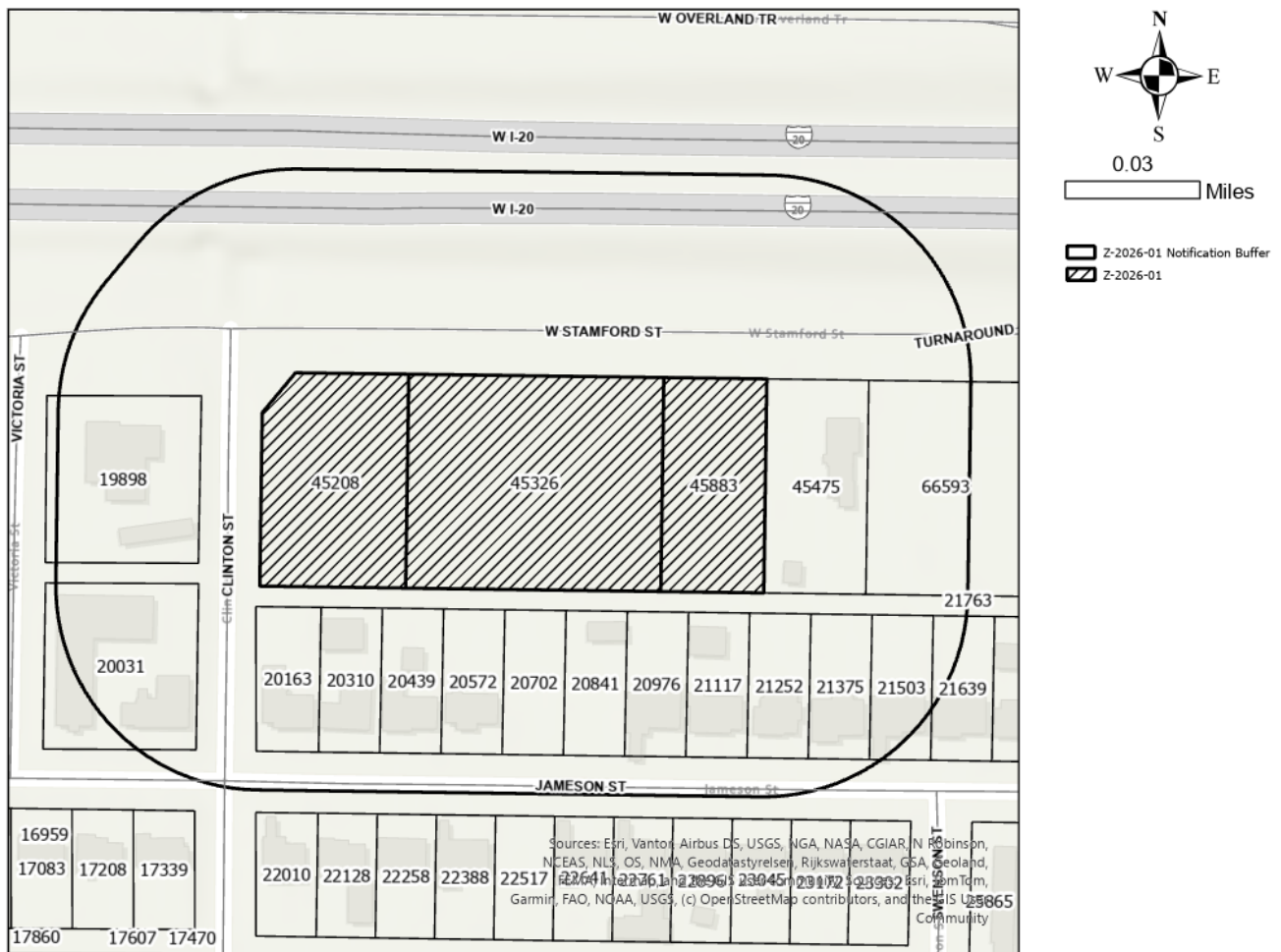
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

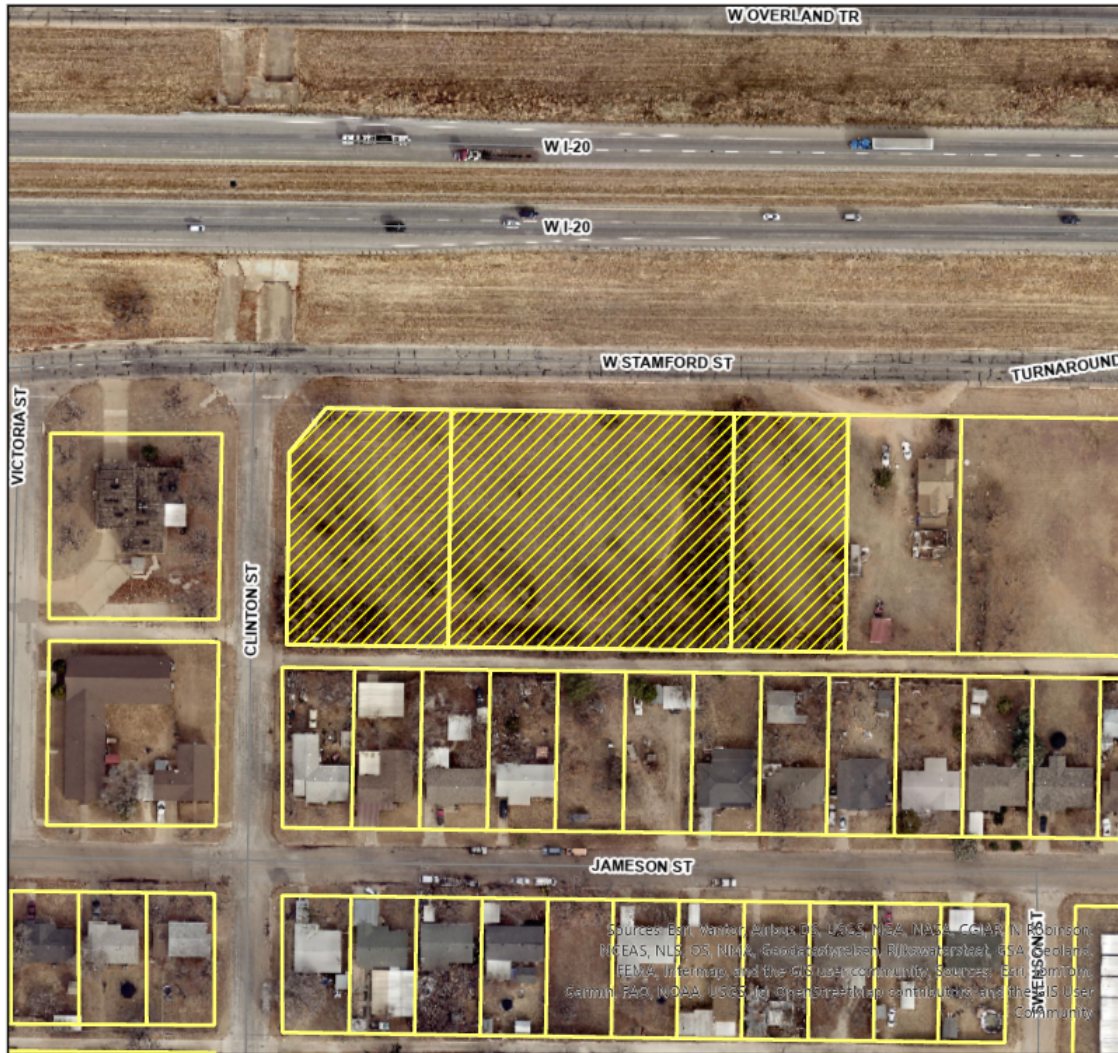
Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
CASTANON RICHARD R	20439	1832 JAMESON ST	
CONSTANSO SANTIAGO HERNANDEZ &	45475	1725 W STAMFORD ST	
DEMORE RICHARD W	20163	1850 JAMESON ST	
GRAVES ALISHA A	21639	1726 JAMESON ST	
GUTIERREZ ELISHA	20310	1840 JAMESON ST	
HANTMAN JOSEPH M REV TRUST	45208	1900 W STAMFORD ST	
HENSON IRMA E	20572	1826 JAMESON ST	
LIEBEL ASHLEY	21375	1740 JAMESON ST	
MARCIKESE STACEY	21503	1732 JAMESON ST	F
MC KENZIE DOROTHY ANN	45883	1809 W STAMFORD ST	
NORTH PARK ASSEMBLY OF GOD CHURCH	19898	1909 W STAMFORD ST	
REDEEMER CHURCH ABILENE TEXAS	66593	3232 GRAPE ST	
WHELESS JEREMY J	21117	1756 JAMESON ST	
WHELESS RICHARD L &	21252	1748 JAMESON ST	

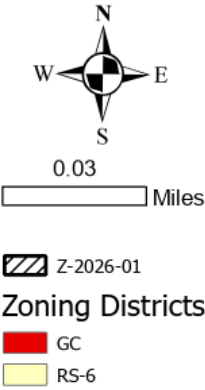
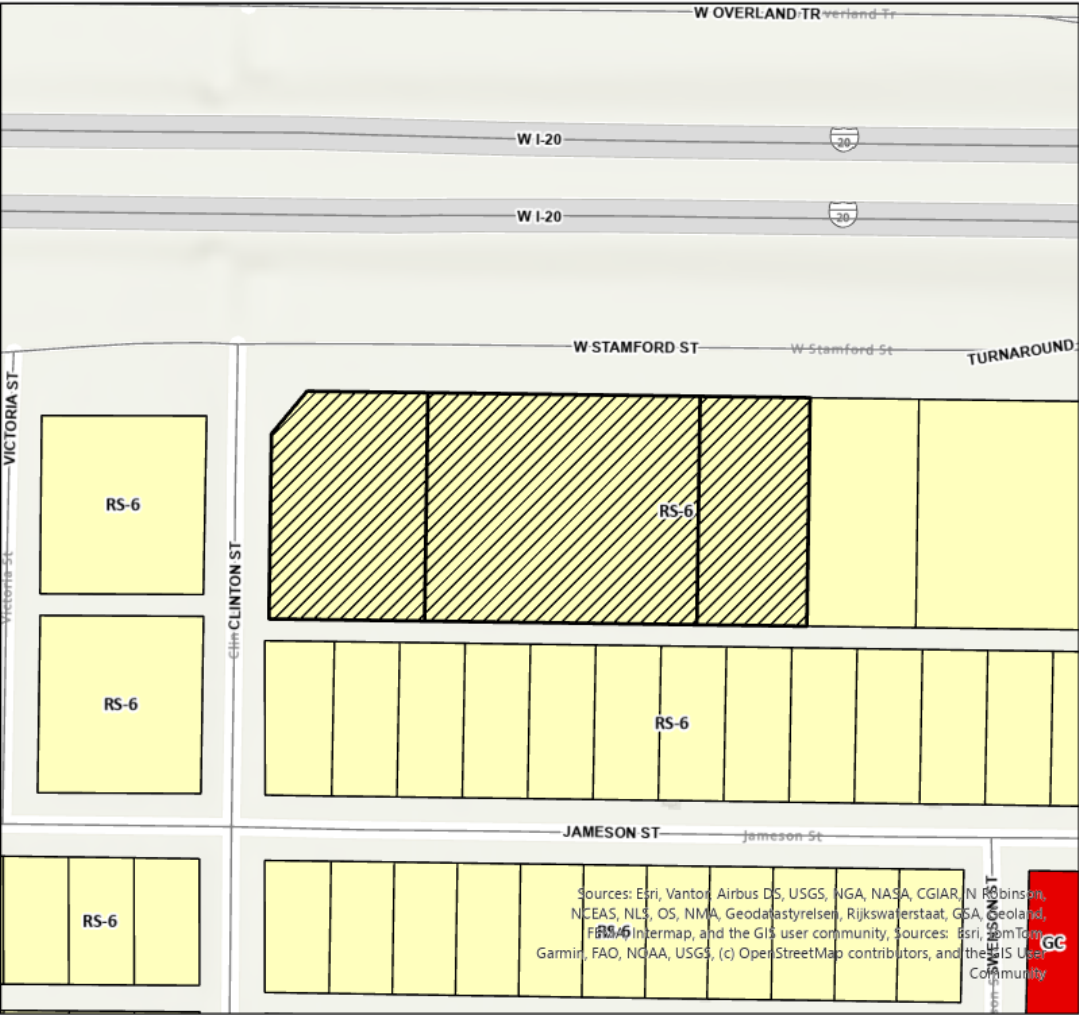
NOTIFICATION MAP



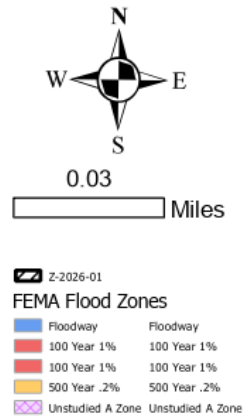
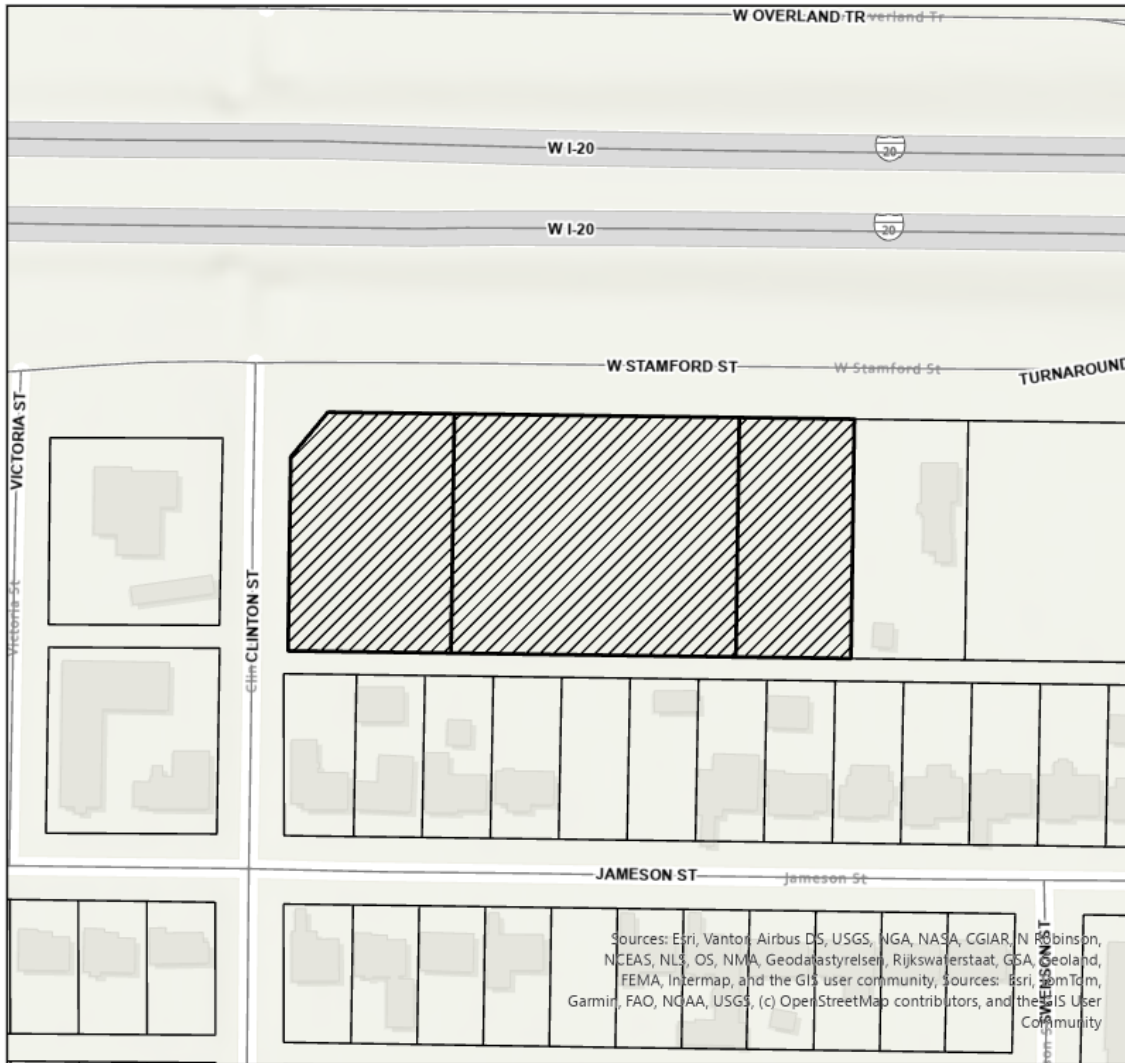
LOCATION MAP



ZONING MAP



FLOOD MAP



FIELD NOTES
2.45 ACRES

BEING 2.45 acres out of Block 26, North Park Addition to the City of Abilene, Taylor County, Texas, as shown by plat recorded in Cabinet 2, Slide 137-C, Plat Records, Taylor County, Texas, said 2.45 acres being all of a 1 acre tract described in Instrument No. 2018-15961, Official Public Records, Taylor County, Texas and all of that same property described as Tracts 86 and 87 in Instrument No. 2021-022913, Official Public Records, Taylor County, Texas, said 2.45 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar, with GEOTEX cap, set on the east right-of-way line of Clinton Street (60 foot right-of-way) and the north right-of-way line of an existing 20 foot alley, for the southwest corner of this tract, whence a 1/2" rebar found on the east right-of-way line of said street and the north right-of-way line of Jameson Street (60 foot right-of-way), at the southwest corner of Lot 1, Block 4, J.B. Collins Subdivision, as shown by plat recorded in Volume 2, Page 377, Plat Records, Taylor County, Texas bears S0°38'39"W 162.62 feet;

THENCE N0°38'39"E 158.92 feet, along the east right-of-way line of Clinton Street, to a brass monument found in a corner clip, for an exterior corner of this tract;

THENCE N45°43'24"E 70.81 feet, along said corner clip, to a brass monument found on the south right-of-way line of West Stamford Street (right-of-way varies), for an exterior corner of this tract;

THENCE S89°21'56"E 468.71 feet, along the south right-of-way line of West Stamford Street, to a 3/8" rebar, with GEOTEX cap, set at the northwest corner of a 0.475 acre tract described in Instrument No. 202019355, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

THENCE S1°28'06"W 208.93 feet to a 3/8" rebar, with GEOTEX cap, set on the north right-of-way line of said 20 foot alley, at the southwest corner of said 0.475 acre tract, for the southeast corner of this tract, whence a 1" Iron Rod found at the southwest corner of Lot 1, Block A, Central Baptist Church Subdivision, as shown by plat recorded in Cabinet 1, Slide 272, Plat Records, Taylor County, Texas bears S89°21'56"E 100.0 feet;

THENCE N89°21'56"W 515.84 feet, along the north right-of-way line of said 20 foot alley, to the place of beginning and containing 2.45 acres of land.

Surveyed on the ground November 25, 2025.

SEE ATTACHED PLAT



A handwritten signature in blue ink that reads "Kelsey Williams".

Kelsey N. Williams
R. P. L. S. #7168

Geotex Property Solutions
4701 South 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 195-73-25-2.45ac
Firm Registration No. 10194134

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-01

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. All responses must be received within 5 days of the meeting to be placed in the agenda packet. 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: RS-6

Your Name: MARCIKESE STACEY

I am in favor ☒

Requestor's Proposed Zoning: GC

Your Address: 1732 JAMESON ST

Requestor's Parcel ID: 1062109

Your Parcel ID: 21503

I am opposed ☐

JAN 5 PM 12:02

Signature: _____

Stacey Marikese



REZONE REQUEST

Case: Z-2026-01

Owner: Hitendra Bhakta

Request: Change the zoning of approximately 2.5 acres from Residential Single-Family (RS-6) to General Commercial

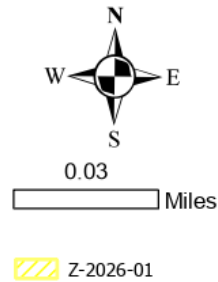
Location: 1800-1900 Block of W Stamford St.

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: January 6, 2026

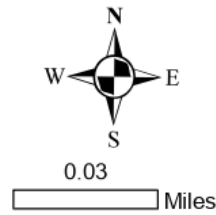
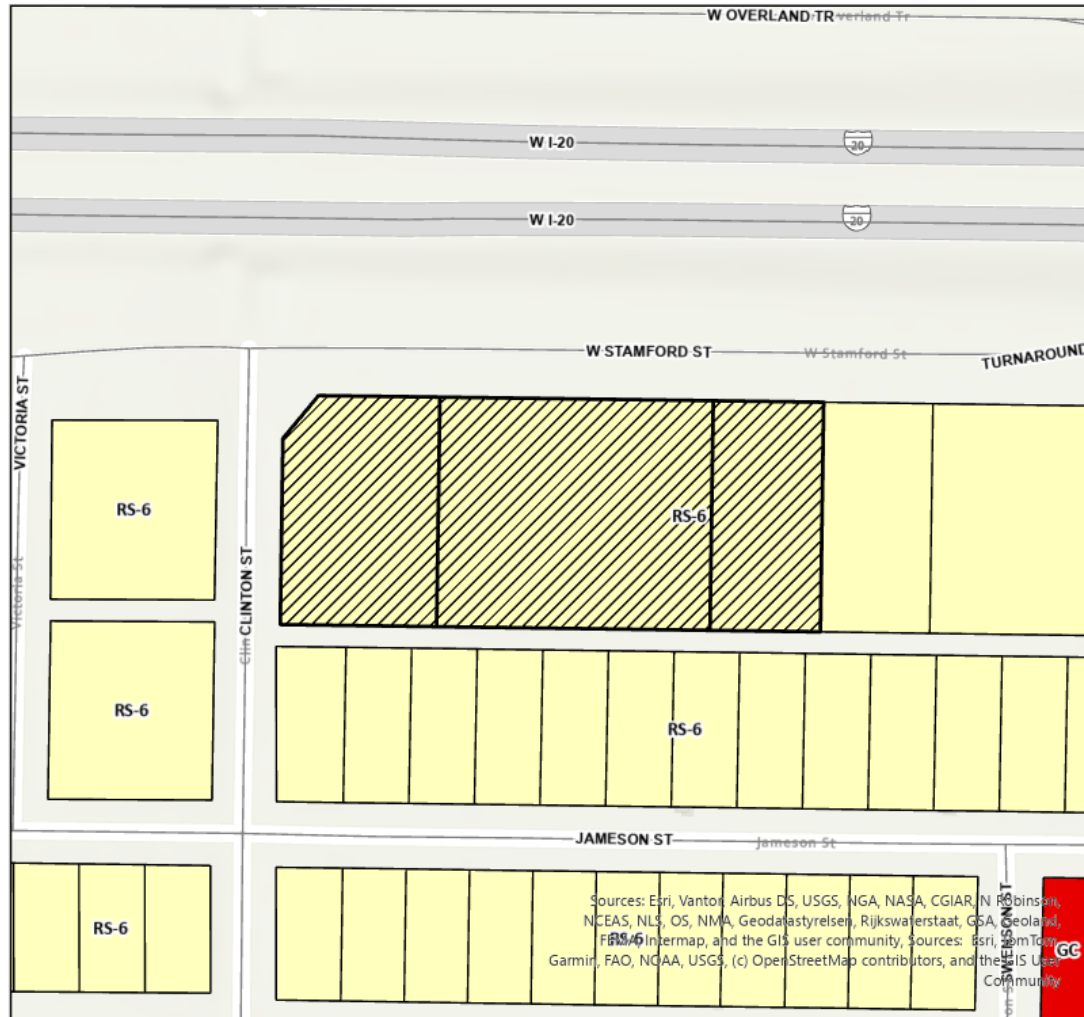
Council Hearing: January 22, 2026
February 12, 2026







ZONING MAP



Z-2026-01
Zoning Districts
GC
RS-6





PROPERTY VIEWS



Subject Property



Subject Property



North Neighboring Property



East Neighboring Property





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

TRADE – WHOLESALE USES:

- C Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

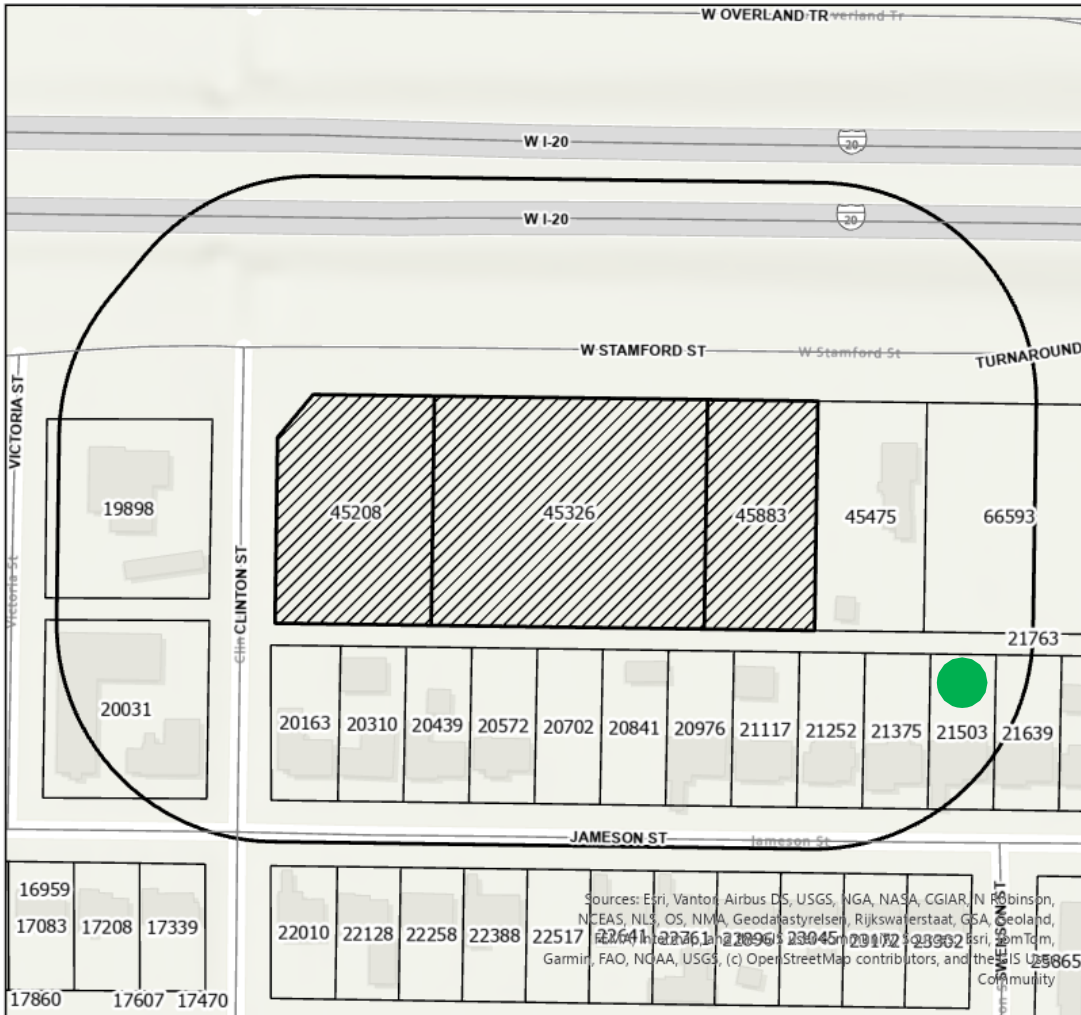
LEGEND

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





NOTIFICATION AREA MAP



0.03

Miles

Z-2026-01 Notification Buffer
 Z-2026-01

1 - in Favor -

0 - in Opposition -





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **19. Ordinance (First Reading) Z-2026-03: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 1.43 Acres from Residential Single Family (RS-6) to General Commercial (GC). Located at 2502 Minter Lane. (Tim Littlejohn)**

GENERAL INFORMATION

Plans to build the church that exists on the property began in 1963. The church has been in operation ever since it was dedicated on February 9, 1964. Today, the applicant is seeking to rezone the property to General Commercial (GC) to be able to operate a non-faith-based daycare.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 2525 Minter Ln - Opposed
4. 2534 Minter Ln - Opposed
5. 2541 Bel Air Dr - Opposed
6. 2542 Minter Ln - Opposed
7. 2517 Minter Ln - Opposed
8. Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

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

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

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

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

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

PASSED ON FIRST READING the 22nd day of January, 2026.

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 18th day of December, 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 12th day of February, 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 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 1.43 acres from Residential Single-Family (RS-6) to General Commercial (GC).

Legal description being Lot 13, Block A, Northwood Continuation, Abilene, Taylor County, Texas.

Located at 2502 Minter Lane.



-END-

ZONING CASE

Z-2026-03

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: January 6, 2026
City Council 1st Reading: January 22, 2026
City Council 2nd Reading: February 12, 2026

Applicant

Owner: Minter Lane Church of Christ
Agent: Meghan Dunbar

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 1.43 acres from Residential Single Family (RS-6) to General Commercial (GC).

Location

Located at 2502 Minter Ln. Legal description being Lot 13, Block A, Northwood Continuation, Abilene, Taylor County, Texas.

Background

Plans to build the church that exists on the property began in 1963. The church has been in operation ever since it was dedicated on February 9, 1964. Today, the applicant is seeking to rezone the property to General Commercial (GC) to be able to operate a non-faith-based daycare.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Vacant
East	RS-6	Residential
South	RS-6	School
West	PD(GC base Zoning)	Church & Self-Storage

Criteria Assessment

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

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

The proposed zoning change is consistent with the Comprehensive Plan and would implement the policy consideration of locating non-residential uses along a collector.

- (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 use would be appropriate in 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.

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

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CUSTOM HOMES LLC	1093006		
ABILENE IND SCHOOL DIST	1001600	3600 SHERRY LN	
AYALA FELIX & GLORIA	60313	2525 MINTER LN	O
GRAVITT WALLACE VAN JR &	60463	2533 MINTER LN	
KIEFER KATHLEEN I	55011	2534 MINTER LN	O
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
MONTOYA CARMEN GOMEZ	1093005	2541 BEL AIR DR	O
QUBERAN LLC	70275	2408 N WILLIS ST	
QUBERAN LLC	70275	2418 N WILLIS ST	
QUBERAN LLC	70275	2406 N WILLIS ST	
QUBERAN LLC	70275	2410 N WILLIS ST	
QUBERAN LLC	70275	2414 N WILLIS ST	
QUBERAN LLC	70275	2422 N WILLIS ST	
QUBERAN LLC	70275	2424 N WILLIS ST	
QUBERAN LLC	70275	2412 N WILLIS ST	
QUBERAN LLC	70275	2420 N WILLIS ST	
QUBERAN LLC	70275	2416 N WILLIS ST	
QUBERAN LLC	70275	2404 N WILLIS ST	
RIDDLE JEANETTE	60170	2517 MINTER LN	O
ROBINSON DONNA JOY LIFE EST	59490	3458 VOGEL AV	
SANTOYA MELISA	60028	2509 MINTER LN	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	

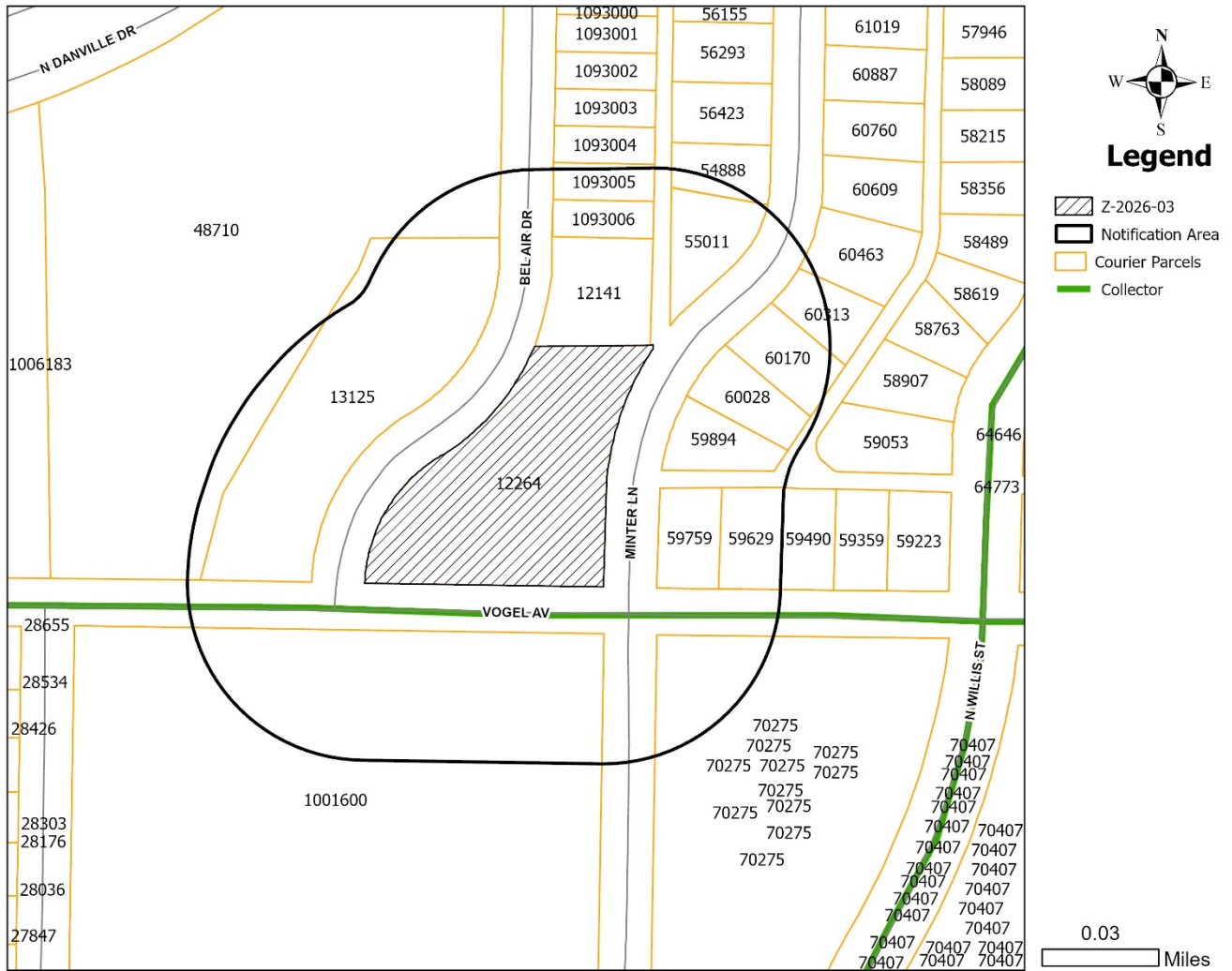
STEARNS JERRY & D ANN	59894	2501 MINTER LN	
STEARNS JERRY & D ANN	59759	3472 VOGEL AV	
STEARNS JERRY G	59629	3466 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	O

PROPERTY ID

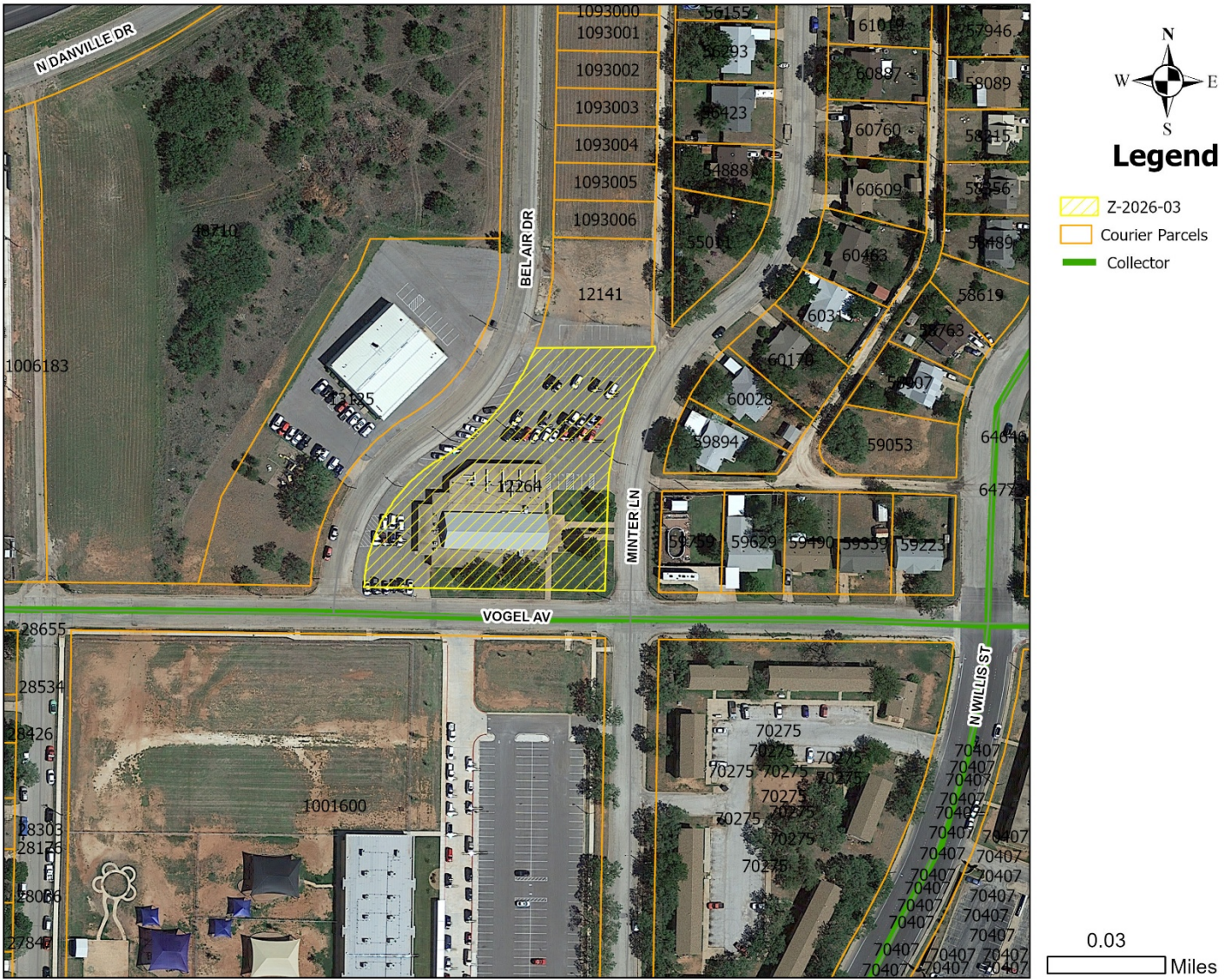
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SITZES NORTHWEST LP	48710	3626 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	O
KIEFER KATHLEEN I	55011	2534 MINTER LN	O
ROBINSON DONNA JOY LIFE EST	59490	3458 VOGEL AV	
STEARNS JERRY G	59629	3466 VOGEL AV	
STEARNS JERRY & D ANN	59759	3472 VOGEL AV	
STEARNS JERRY & D ANN	59894	2501 MINTER LN	
SANTOYA MELISA	60028	2509 MINTER LN	
RIDDLE JEANETTE	60170	2517 MINTER LN	O
AYALA FELIX & GLORIA	60313	2525 MINTER LN	O
GRAVITT WALLACE VAN JR &	60463	2533 MINTER LN	
QUBERAN LLC	70275	2408 N WILLIS ST	
QUBERAN LLC	70275	2418 N WILLIS ST	
QUBERAN LLC	70275	2406 N WILLIS ST	
QUBERAN LLC	70275	2410 N WILLIS ST	
QUBERAN LLC	70275	2414 N WILLIS ST	
QUBERAN LLC	70275	2422 N WILLIS ST	
QUBERAN LLC	70275	2424 N WILLIS ST	
QUBERAN LLC	70275	2412 N WILLIS ST	
QUBERAN LLC	70275	2420 N WILLIS ST	
QUBERAN LLC	70275	2416 N WILLIS ST	
QUBERAN LLC	70275	2404 N WILLIS ST	
ABILENE IND SCHOOL DIST	1001600	3600 SHERRY LN	
MONTOYA CARMEN GOMEZ	1093005	2541 BEL AIR DR	O
ABILENE CUSTOM HOMES LLC	1093006		

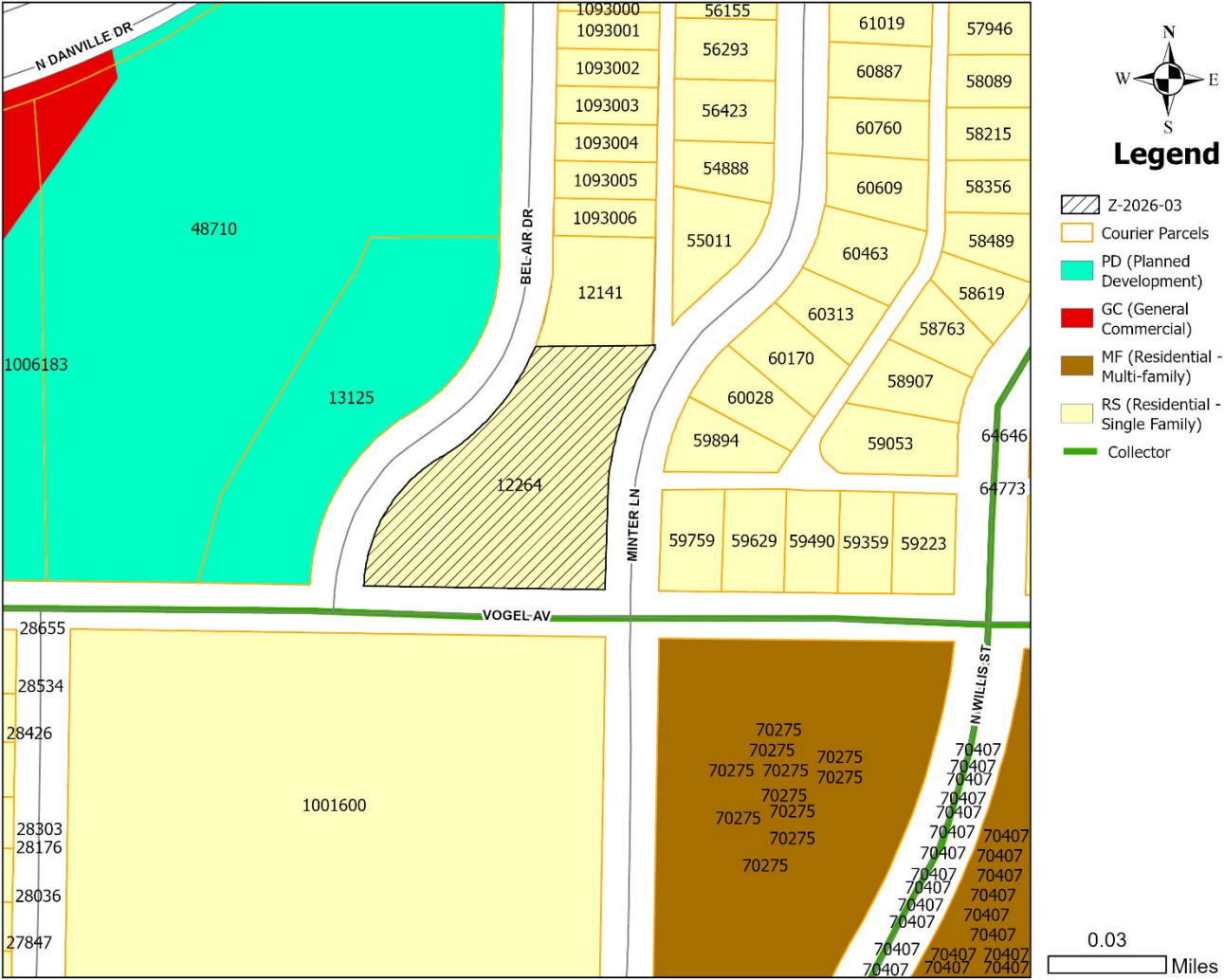
NOTIFICATION MAP



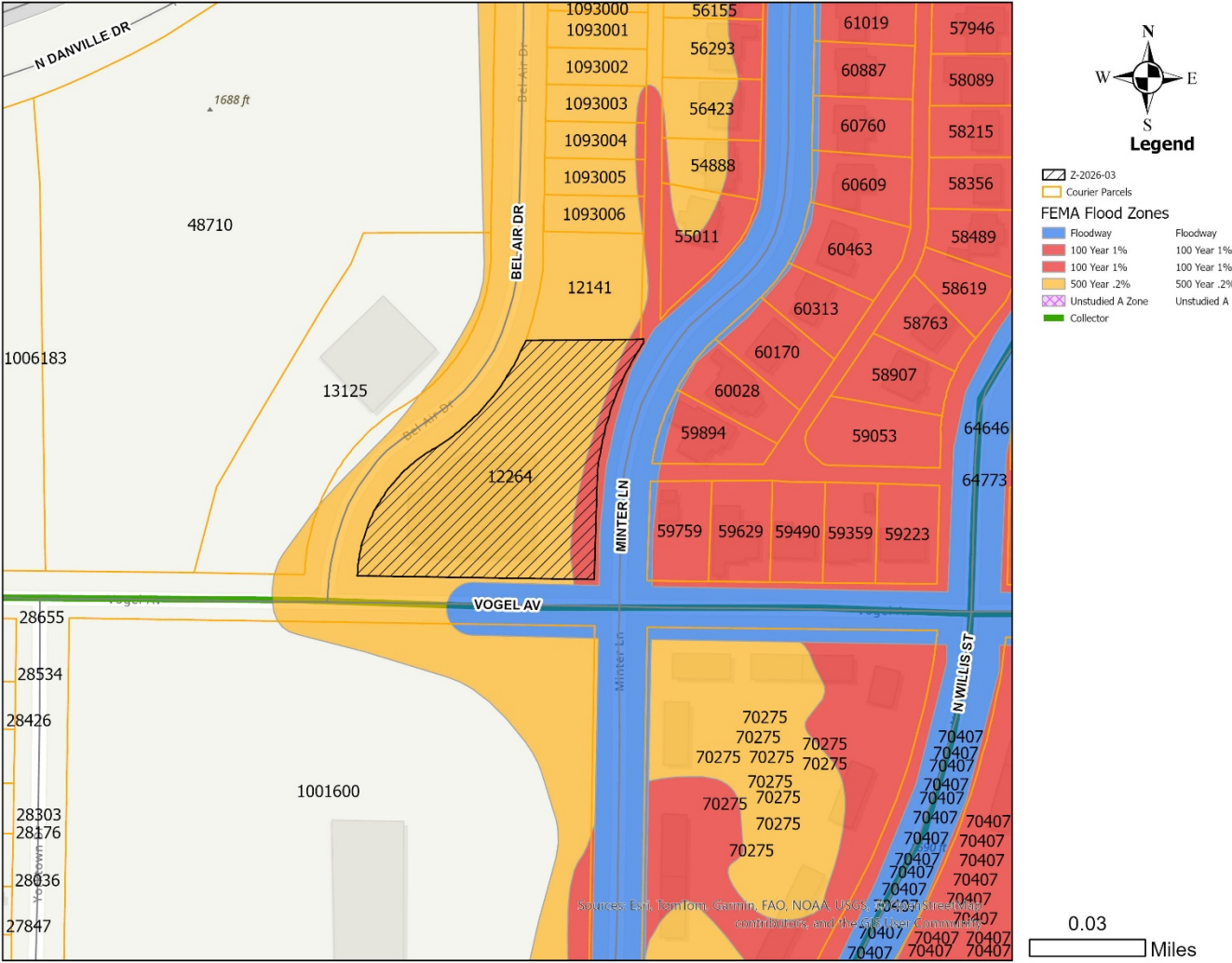
LOCATION MAP



ZONING MAP



Flood Map



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-03

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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: RS-6

Your Name: AYALA FELIX & GLORIA

I am in favor ☐

Requestor's Proposed Zoning: GC

Your Address: 2525 MINTER LN

Requestor's Parcel ID: 12264

Your Parcel ID: 60313

I am opposed ☒Signature: _____


If opposed, please provide comments:

Commercial zoning would make traffic in what is a quiet neighborhood. Leave the church. Build more homes.

Zoning Notification Response Form Case Z-2026-03

Property Zoning RS-6 to GC

Kathleen Kiefer
2534 Minter Lane
Abilene, TX 79603
Parcel ID 55011

I am opposed!

Form Case Z-2026-03

Kathleen Kiefer
2534 Minter Lane
Abilene, TX

1-5-2026

The placement of GC zone in this location will greatly effect this single family neighborhood!

The school and exassing Day Care already cause problems with traffic in this location. We already have problems with cars using ^{100th} Minter Lane as a way out. We have Children walking from 2 schools down our streets and people trying to move in & out of their drive ways.

This change to "GC" will only cause more hardships on Minter and surrounding neighborhood.

Traffic, house values, safety for children, quality of life!

We are a neighborhood of families, affordable housing, retired. This house has been owned ~~by~~ my family for over 60 yr. and I am retired here. There are several.

- over -

of use here, retired and coming to
that age that will stay (God willing)

The city has built, building 14 new houses
down Bel Air by this property, and
more in the area, adding new life
~~to~~ to our neighborhood.

This property as a "GC" will only
hurt it, by making a business in
the middle of it.

Sincerely,

Kathleen Kiefer

No to "GC" zoning!

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-03

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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:	RS-6	Your Name:	MONTOYA CARMEN	I am in favor ☐
Requestor's Proposed Zoning:	GC	Your Address:	2541 BEL AIR DR	
Requestor's Parcel ID:	12264	Your Parcel ID:	1093005	I am opposed ☒

Signature: _____

Carmen L Montoya

CASE # Z-2026-03

Opposition to Proposed Commercial Zoning on 2502 Minter Lane Abilene, TX 79603

January 4, 2026

My name is Carmen G. Montoya; I am writing to express my opposition to the proposed commercial zoning on 2502 Minter Lane Abilene, TX 79603.

Infrastructure Issues on Bel Air Drive

The existing infrastructure on Bel Air Drive is inadequate to handle the increased traffic that would result from commercial development. Currently, the road is unpaved, with numerous potholes and deformations that make it unsuitable for heavier or more frequent vehicle use. These conditions pose significant challenges to maintaining safe and efficient traffic flow in the area.

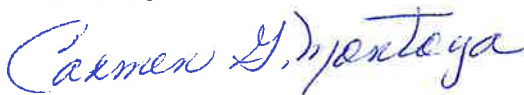
Traffic Congestion During School Hours

Both Bel Air and Vogue streets experience severe traffic congestion during school hours. In the mornings, these streets are filled with parents dropping off their children, causing the area to resemble a large parking lot. Additionally, at 3:00 PM, many children can be seen crossing and running on the streets, often without adult supervision. This situation raises serious concerns about the safety of children and the neighborhood's ability to manage increased traffic.

Privacy and Safety Concerns

This area includes elementary schools and two large apartment complexes. The privacy and safety of residents are already compromised due to the constant noise, the high number of cars parked on the streets, and insufficient parking spaces. There is a lack of privacy and safety for those living in the area. Introducing a commercial zone would not be a suitable option for this residential neighborhood, especially as efforts are being made to develop the north area of Abilene.

Sincerely,



Carmen G Montoya
2545 Bel Air Drive
Abilene, TX 79603

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-03

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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: RS-6

Your Name: STOKES DALE G &

I am in favor ☐

Requestor's Proposed Zoning: GC

Your Address: 2542 MINTER LN

Requestor's Parcel ID: 12264

Your Parcel ID: 54888

I am opposed ☒

Signature:

Adell Spruill Stokes

DALE STOKES

Adell Spruill Stokes

Dale Stokes

If opposed, please provide comments:

We are writing to formally express our strongly
opposition to the proposed change. This neighborhood has been
an established single-family residential community for more than
50+ years. ~~an~~ Allowing general commercial use in the
middle of a long standing residential area would
fundamentally alter the nature of our neighborhood.
Commercial zoning brings increased traffic, noise, parking issues,
and activity that are incompatible with single family living.
These changes would negatively impact residents' quality of
life

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-03

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. All responses must be received within 5 days of the meeting to be placed in the agenda packet. 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:	RS-6	Your Name:	RIDDLE JEANETTE	I am in favor	☐
Requestor's Proposed Zoning:	GC	Your Address:	2517 MINTER LN		
Requestor's Parcel ID:	12264	Your Parcel ID:	60170	I am opposed	☒

Signature: _____



If opposed, please provide comments:

This zone change would greatly effect the single family neighborhood. I will open by front door and be looking on to this property.

ERC will add more traffic, causing car to devert down Minter Lane. Making it danguas for children playing and walking home from the two schools in area.

Please do not do this to our neighborhood!

A handwritten signature in dark ink, appearing to read "John P. Allen", written over the end of the previous line of text.



REZONE REQUEST

Case: Z-2026-03

Owner: Minter Lane Church

Agent: Meghan Dunbar

Request: Change the zoning of approximately 1.43 acres from Residential Single-Family (RS-6) to General Commercial (GC)

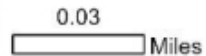
Location: 2502 Minter Lane

Notification: 0 in Favor, 5 in Opposition

Planning & Zoning: January 6, 2026

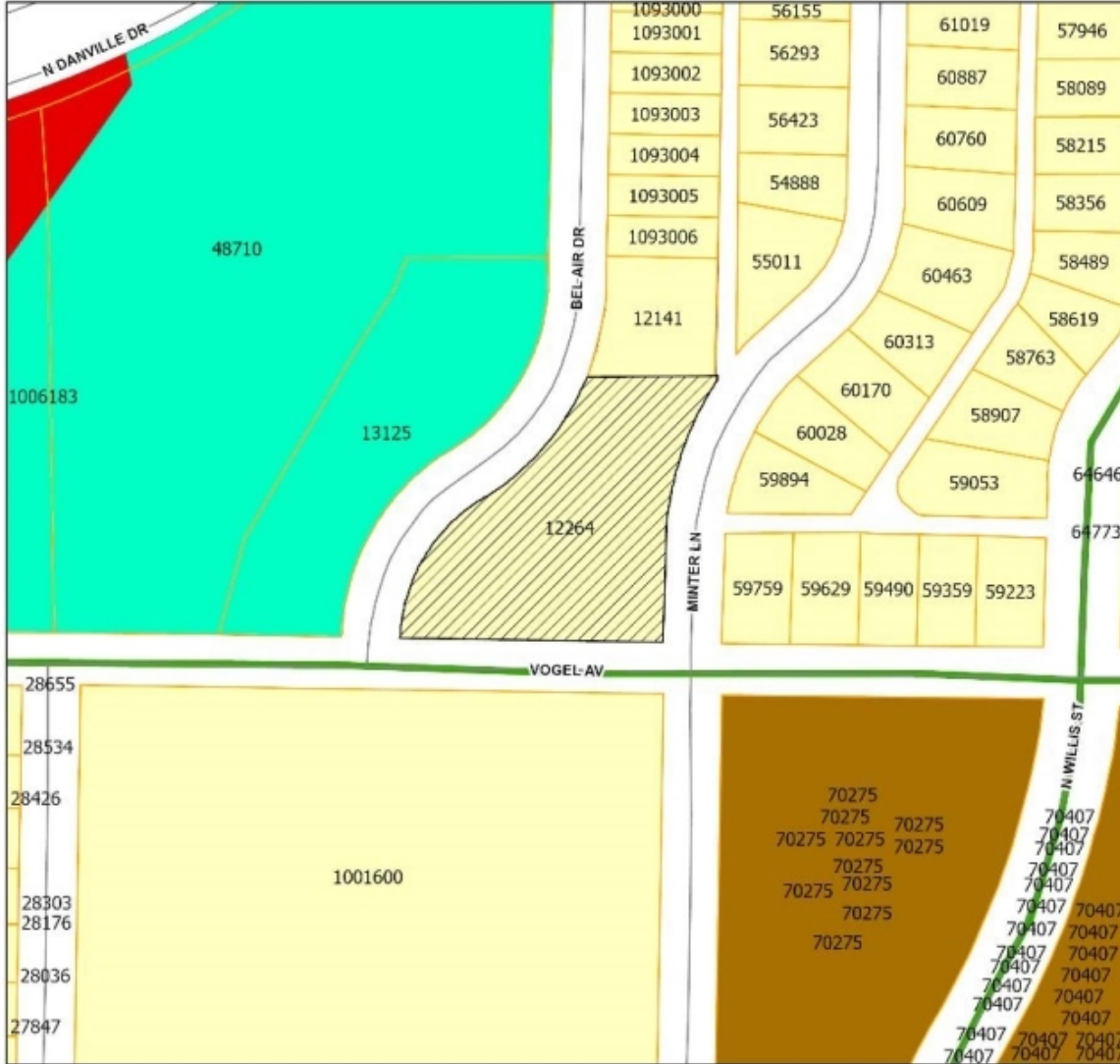
Council Hearing: January 22, 2026
February 12, 2026







ZONING MAP



Legend

- Z-2026-03
- Courier Parcels
- PD (Planned Development)
- GC (General Commercial)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Collector

0.03

Miles





PROPERTY VIEWS



South Neighboring Property



North Neighboring Property



East Neighboring Property



West Neighboring Property



Subject Property

December 23, 2025 12:01 PM



Subject Property

December 23, 2025 12:03 PM





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

TRADE – WHOLESALE USES:

- C Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

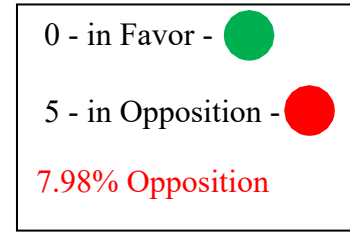
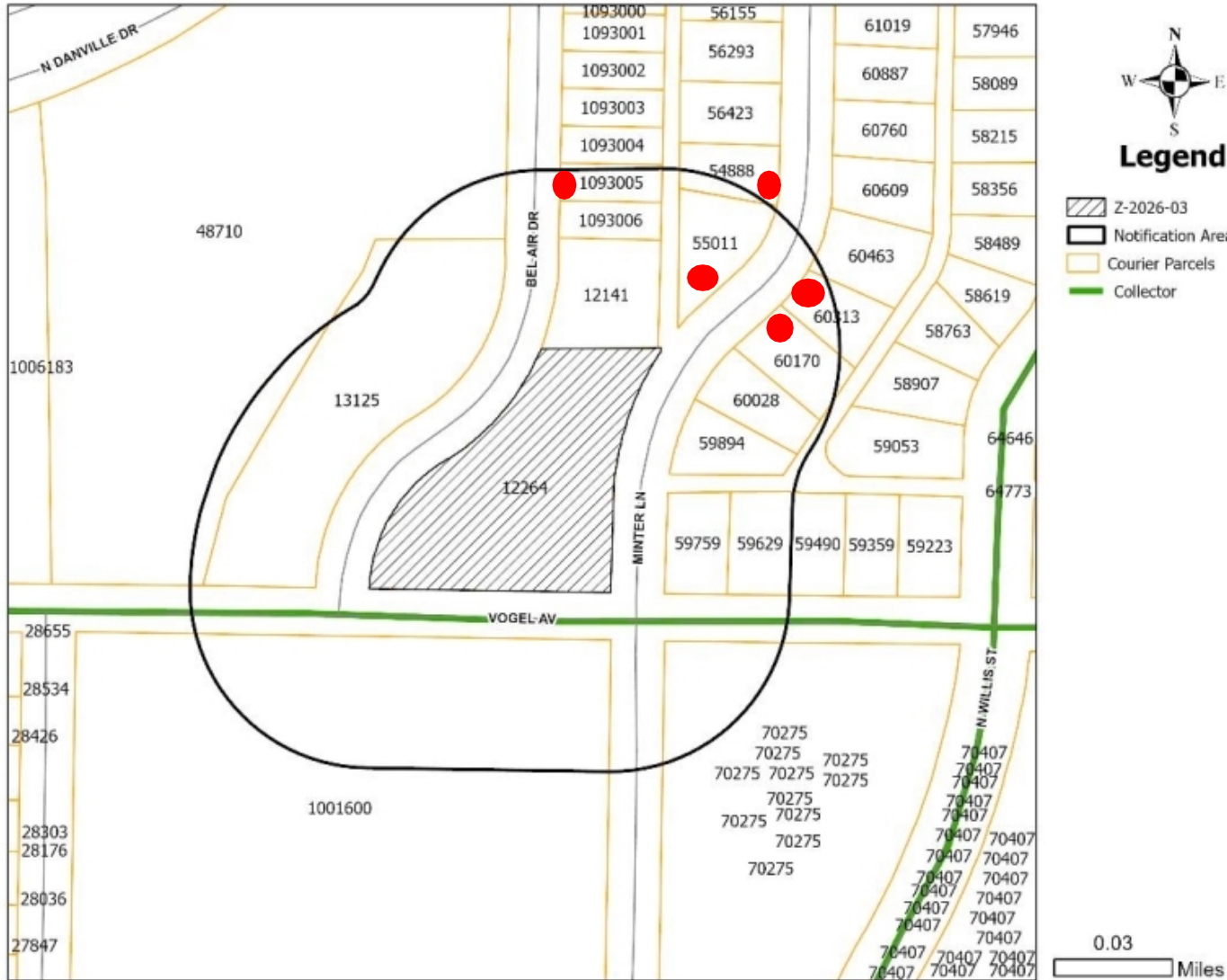
LEGEND

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





NOTIFICATION AREA MAP





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
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **20. Ordinance (First Reading) Z-2026-04: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.23 Acres from General Retail (GR) to Light Industrial (LI) Zoning. Located at 28 Windmill Circle. *(Tim Littlejohn)***

GENERAL INFORMATION

The properties have remained vacant since their annexation in 1978. The applicant has indicated that the purpose of the rezoning request is to facilitate the relocation of a pharmacy currently operating on Windmill Cr. The pharmacy's specific operations require the property to be rezoned to Light Industrial (LI).

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 25 Windmill Cr - Favor
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 22nd day of January, 2026.

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 18th day of December, 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 12th day of February, 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 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

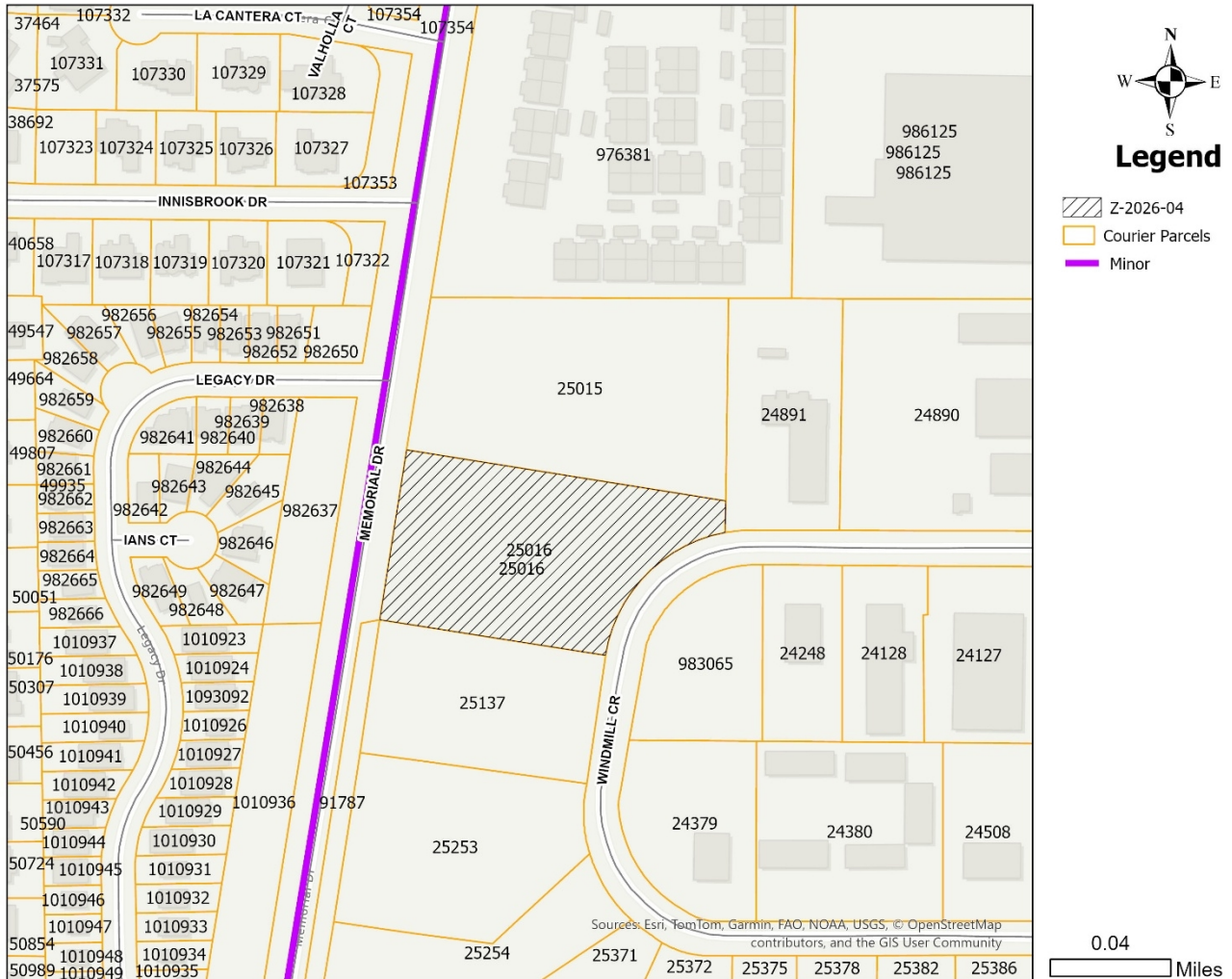
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 3.23 acres from General Retail (GR) to Light Industrial (LI) zoning.
Legal description being Lot 305, Block B, Windmill Acres, Abilene, Taylor County, Texas.

Located at 28 Windmill Circle.



-END-

ZONING CASE

Z-2026-04

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: January 6, 2026
City Council 1st Reading: January 22, 2026
City Council 2nd Reading: February 12, 2026

Applicant

Owner: Windmill Circle Apartments, LLC
Agent: Clint Rosenbaum

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 3.23 acres from General Retail (GR) to Light Industrial (LI).

Location

Located at 28 Windmill Circle. Legal description being Lots 305, Block B, Windmill Acres, Abilene, Taylor County, Texas.

Background

The property has remained vacant since their annexation in 1978. The applicant has indicated that the purpose of this rezoning request is to facilitate the relocation of a pharmacy currently operating on Windmill Cr. The pharmacy's specific operations require the property to be rezoned to Light Industrial (LI).

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PDD-33	Abilene Senior Village & Sam's club
East	PDD-34	US Agricultural Marketing Services
South	GR	Vacant
West	LI	Warehousing

Criteria Assessment

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

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

The proposed zoning change is consistent with the intent of the Comprehensive Plan. The properties lie within a transitional character area in which uses are more mixed and activity nodes exist.

- (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 use would be appropriate in 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 and Zoning Commission Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

Legend: O - Opposed, F - In Favor

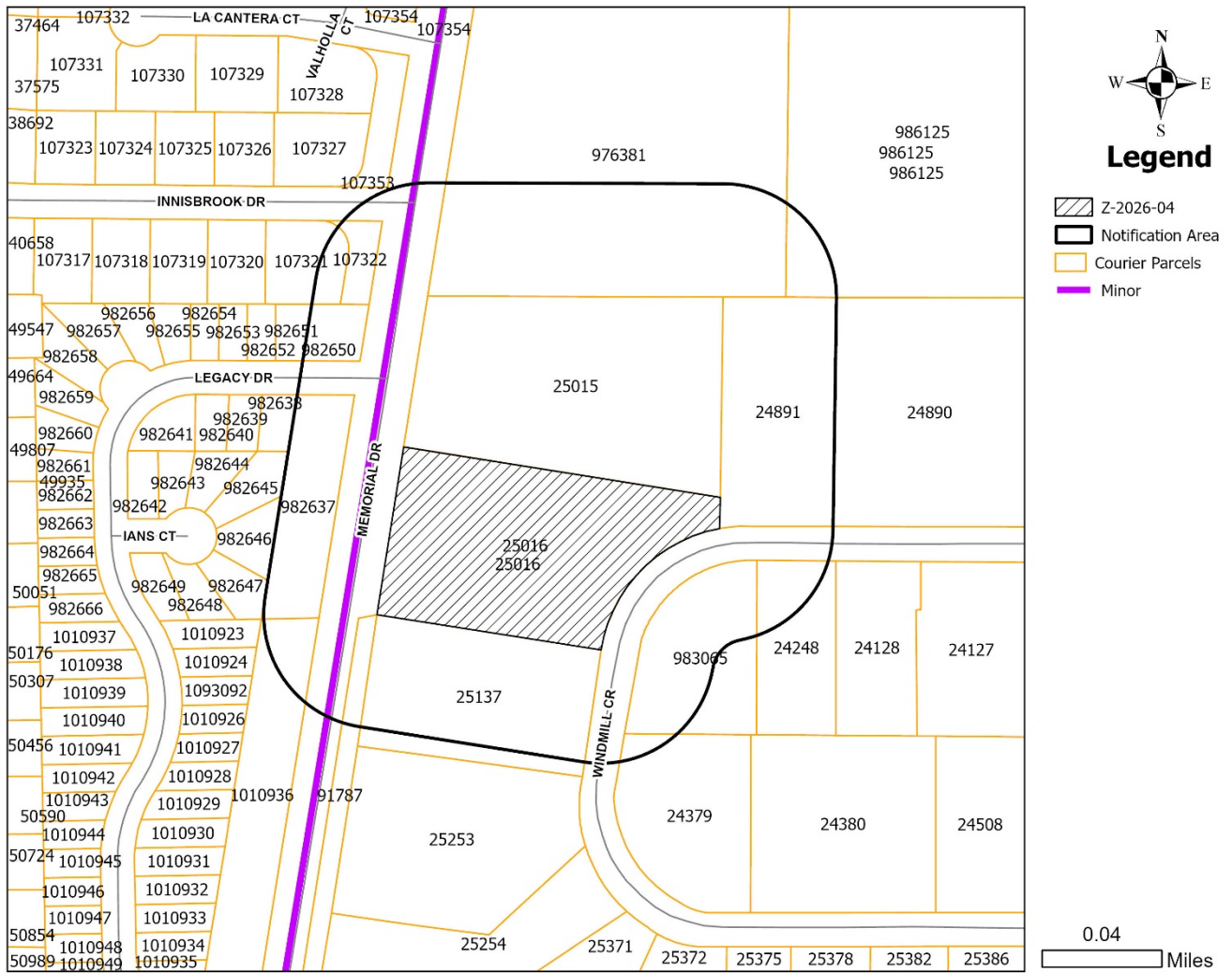
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CHARGER PROPERTIES LP	976381	2225 COVENANT DR	
CITY OF ABILENE	91787		
HOMEOWNERS OF LEGACY VILLAGE	982650	5566 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	982637	5650 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	1010936		
M2B ABILENE LLC	24890	18 WINDMILL CR	
RICH COLDEN S & DANLEE N	107321	2301 INNISBROOK DR	
SAMS REAL ESTATE BUSINESS TR	986125	5610 S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	A B S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	5550 S CLACK ST	
SHERROD PAUL BLAKE JR &	24891	24 WINDMILL CR	
SMITH KEVIN ARTHUR	24248	21 WINDMILL CR	
SMITH KEVIN ARTHUR	983065	23 WINDMILL CR	
TSCHAAR MIKE HEATING &	24379	25 WINDMILL CR	F
VILLAGES OF ABILENE MEADOWS LP	107322	5550 MEMORIAL DR	
WINDMILL CIRCLE APARTMENTS LLC	25016	28 WINDMILL CR	
WINDMILL CIRCLE APARTMENTS LLC	25015	5601 MEMORIAL DR	
WINDMILL CIRCLE APARTMENTS LLC	25137	32 WINDMILL CR	

PROPERTY ID

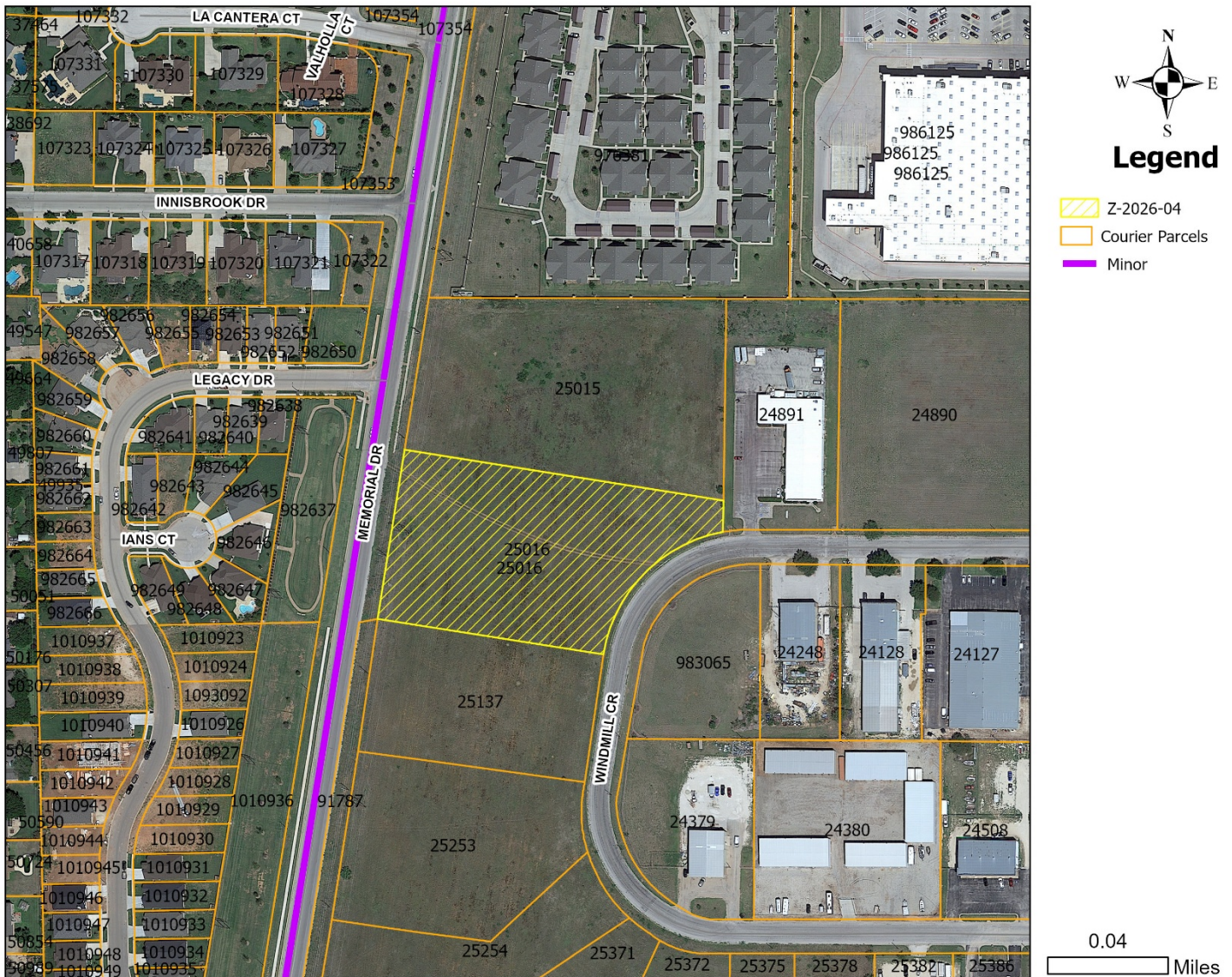
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SMITH KEVIN ARTHUR	24248	21 WINDMILL CR	
TSCHAAR MIKE HEATING &	24379	25 WINDMILL CR	F
M2B ABILENE LLC	24890	18 WINDMILL CR	
SHERROD PAUL BLAKE JR &	24891	24 WINDMILL CR	
WINDMILL CIRCLE APARTMENTS LLC	25015	5601 MEMORIAL DR	
WINDMILL CIRCLE APARTMENTS LLC	25016	28 WINDMILL CR	
WINDMILL CIRCLE APARTMENTS LLC	25137	32 WINDMILL CR	
CITY OF ABILENE	91787		
RICH COLDEN S & DANLEE N	107321	2301 INNISBROOK DR	
VILLAGES OF ABILENE MEADOWS LP	107322	5550 MEMORIAL DR	
ABILENE CHARGER PROPERTIES LP	976381	2225 COVENANT DR	
HOMEOWNERS OF LEGACY VILLAGE	982637	5650 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	982650	5566 MEMORIAL DR	
SMITH KEVIN ARTHUR	983065	23 WINDMILL CR	
SAMS REAL ESTATE BUSINESS TR	986125	5610 S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	A B S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	5550 S CLACK ST	
HOMEOWNERS OF LEGACY VILLAGE	1010936		

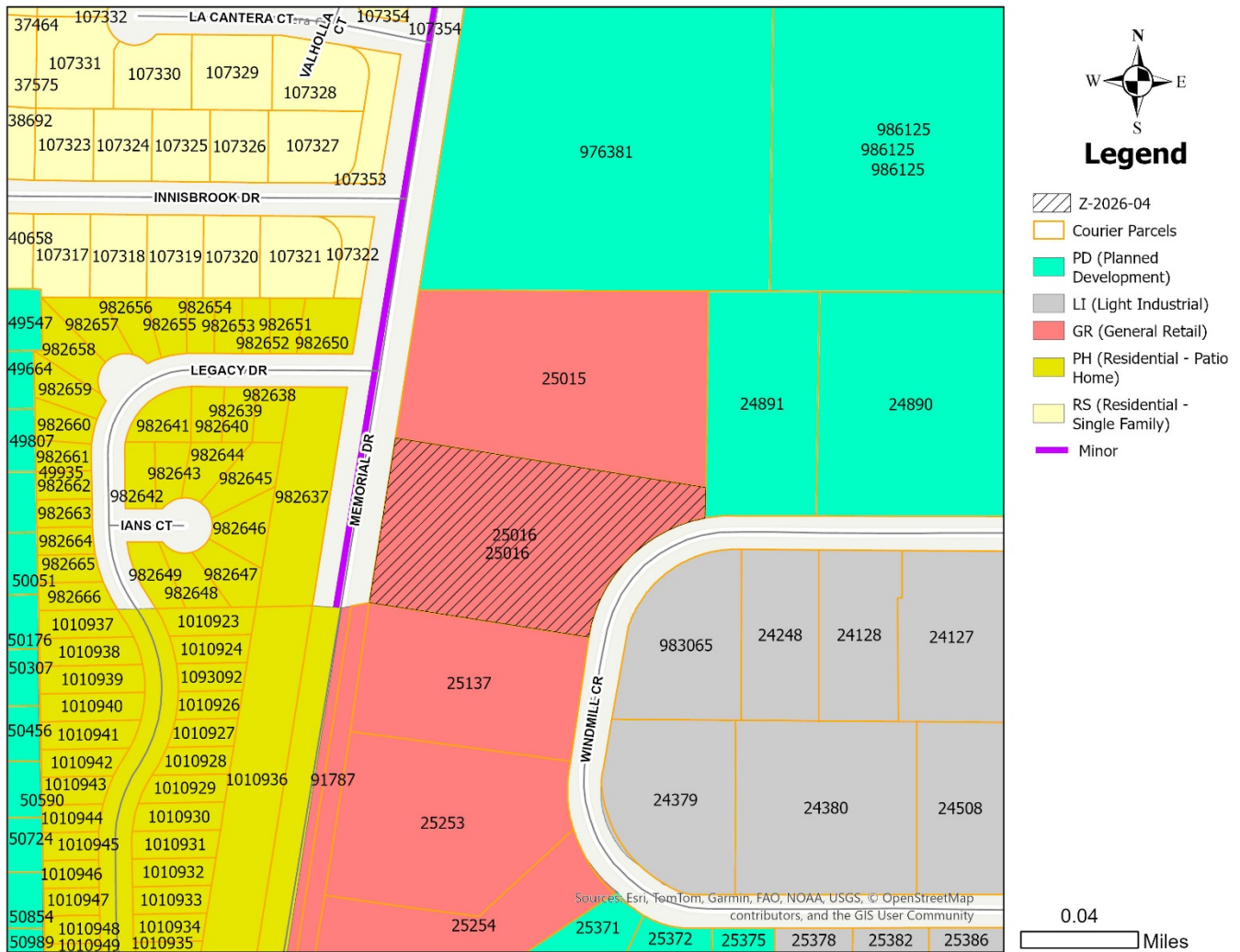
NOTIFICATION MAP



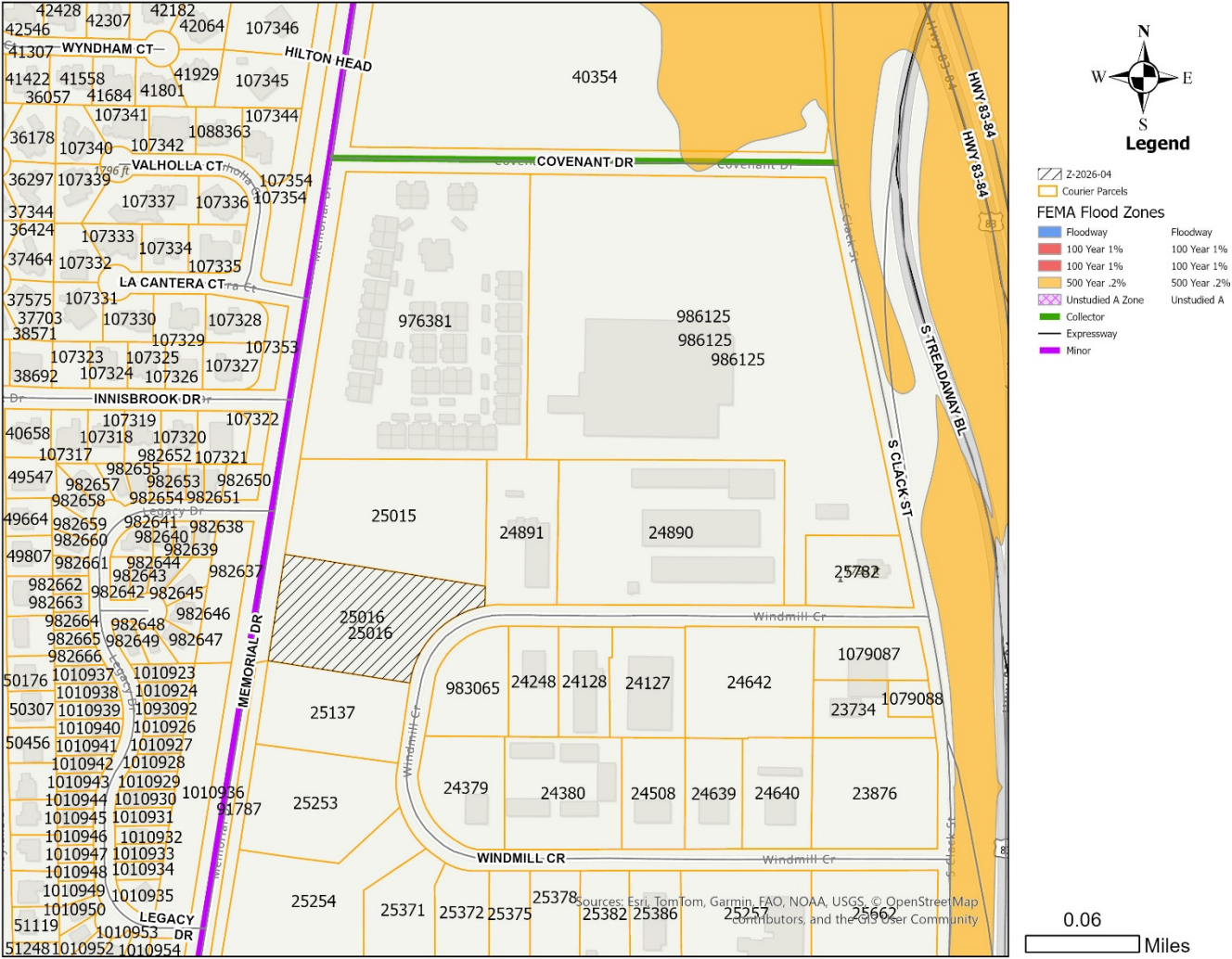
LOCATION MAP



ZONING MAP



Flood Map



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-04

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. All responses must be received within 5 days of the meeting to be placed in the agenda packet. 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: GC

Your Name: TSCHAAR MIKE

I am in favor ☒

Requestor's Proposed Zoning: LI

Your Address: 25 WINDMILL CR

Requestor's Parcel ID: 25015 &
25016

Your Parcel ID: 24379

I am opposed ☐

DEC 29 AM 11:45

Signature: _____



REZONE REQUEST

Case: Z-2026-04

Owner: Windmill Circle Apartments, LLC

Agent: Clint Rosenbaum

Request: Change the zoning of approximately 7.10 acres from General Retail (GR) to Light Industrial (LI)

Location: 28 Windmill Cr

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: January 6, 2026

Council Hearing: January 22, 2026
February 12, 2026





Legend

-  Z-2026-04
 Courier Parcels
 Minor

0.04

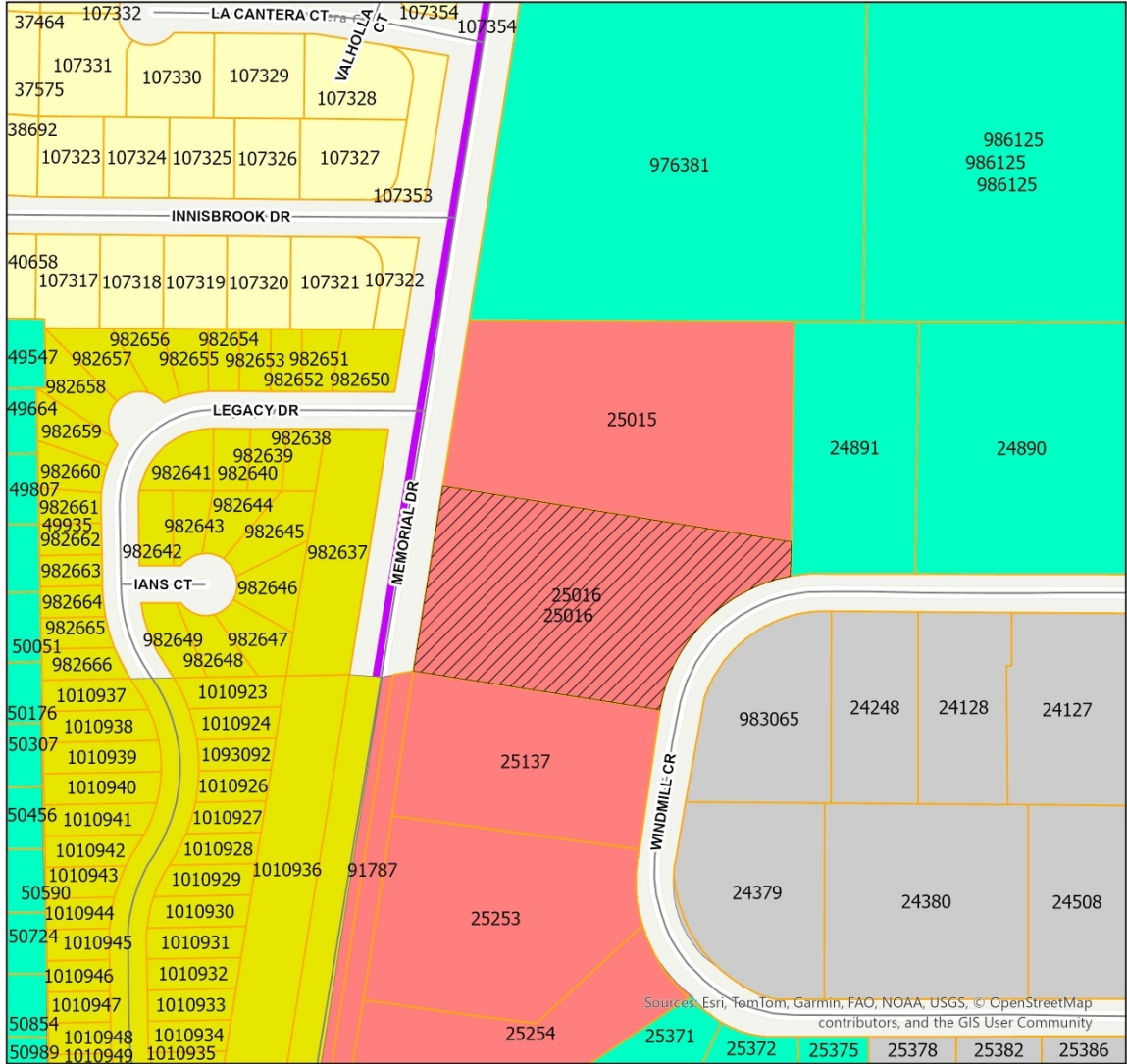
Miles



**CITY OF
ABILENE
TEXAS**



ZONING MAP



Legend

- Z-2026-04
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- GR (General Retail)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- Minor



CITY OF
ABILENE
TEXAS

0.04

Miles



PROPERTY VIEWS



Southeast Neighboring Property



Neighboring Property



East Neighboring Property



West Neighboring Property



Subject Property



Subject Property





USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN 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

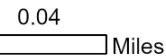
P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
C Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP Permitted by Temporary Permit Only, Requiring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





1 - in Favor - 

0 - in Opposition - 





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommends: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Marjorie Knight, Director of Finance
ITEM: **21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider and Adopt a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation for Waterworks and Sewer Improvements (*Marjorie Knight*)**

GENERAL INFORMATION

The City is proposing to issue Combination Tax and Surplus Revenue Certificates of Obligation in an amount not to exceed \$49 million through the Texas Water Development Board (TWDB).

On December 19, 2024 (Res 296-2024) City Council approved the submission of an application for financial assistance of up to \$49 million to the TWDB's Drinking Water State Revolving Fund for improvements to the City's water system, including rehabilitation and expansion of the Northeast Water Treatment Plant. Benefits of the program included opportunities for zero or reduced interest rate loans through the TWDB. In December 2025 the City received notification that the TWDB had approved the financial assistance request as follows:

- (1) Combination Tax and Revenue Certificates of Obligation, Series 2026A of \$48,895,000, provided at a 35% reduction from the Thomson Reuters Municipal Market Data (MMD) rate applicable to the City (reduced interest rate of 2.33% at the time this was prepared)
- (2) Combination Tax and Revenue Certificates of Obligation, Series 2026B of \$105,000 at 0% interest for preparation of an Asset Management Plan

The City proposes to move forward with the issuance of these Certificates of Obligation to be purchased by the TWDB. With a reduced interest rate of approximately 2.33%, total savings are estimated at \$7.5 million over a 20-year repayment period.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the March 26, 2026 Council meeting.

Additionally, this resolution will allow the City to reimburse itself from bond proceeds for costs incurred on these projects prior to bond issuance.

FUNDING/FISCAL IMPACT

Debt service will be funded with Water & Sewer Fund revenue, with annual debt service estimated at \$3.075 million. Debt service payments are anticipated to begin in FY 2027. While current water and sewer rates are sufficient to fund this increase in debt service, the Water Department is working on a new multi-year rate plan that will be presented during the FY 2027 budget process. This increase in debt service and future capital requirements for the water and sewer system will be evaluated comprehensively in the development of the updated rate plan.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval

ATTACHMENTS:

1. TWDB CO Notice Resolution - Abilene 2026 - Agenda 01.22.26
2. Abilene 63094_TWDB Board Action Letter & Resolution
3. Abilene DWSRF Debt Service Comparison of TWDB vs Market Rates
4. Presentation - Resolution Notice of Intent to Issue Certificate of Obligation TWDB 2026

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of expenditures in connection with the design, planning, acquisition and construction of the projects described in the form of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation attached hereto (the "Projects") will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates of Obligation to finance the Projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
4. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.
5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.
6. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED ON January 22, 2026.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

**CITY OF ABILENE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on March 26, 2026, at its regular meeting place at 555 Walnut Street, 2nd Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, on a taxable or tax-exempt basis, in an amount not to exceed \$49,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) designing, engineering, constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and (ii) paying legal, fiscal, engineering and architectural fees in connection with these projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

- (a) The principal amount of all outstanding debt obligations of the City is \$390,555,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$516,144,507;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$49,000,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$61,507,000;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 2.33%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2047.

The City has not designated any of its outstanding debt listed above as self-supporting for purposes of Chapter 271.

CITY OF ABILENE, TEXAS



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

December 22, 2025

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
555 Walnut St.
Abilene, TX 79601-0000

Re: City of Abilene
TWDB Project No. 63094 Closing Requirements
Drinking Water State Revolving Fund Financial Commitment -EQ
\$105,000 Loan (L1002282); \$48,895,000 Loan (L1002283)

Dear Mr. Taylor:

Thank you for utilizing the Texas Water Development Board (TWDB) financial assistance programs. On December 16, 2025, the TWDB approved the City's financial assistance request. A copy of the TWDB resolution is enclosed. The news release is located at: <https://texaswaternewsroom.org/pressreleases/index.html>. The financial assistance commitment expires on December 31, 2026.

The loan will become effective with the TWDB's purchase of your bonds. Using the outline provided below, please create a schedule for closing the loan and receiving the funds.

Documentation or Event	Deadline (business days)	Due To
1. Bond Ordinance, draft	20 business days prior to borrower execution date	TWDB Attorney and Financial Analyst
2. Interest rates for bond ordinance	5 business days before adoption date	Borrower
Bond ordinance adoption	PLEASE PROVIDE DATE	TWDB Financial Analyst and TWDB Attorney
3. Budget for the release of funds at closing (TWDB 1201) *	25 business days prior to closing date	TWDB Engineering Reviewer
4. Approved Outlay Report and Draft Closing Memo with release amounts	15 business days prior to closing date	Outlay/ TWDB Financial Analyst
5. Final closing documents (see below)	10 business days prior to closing date	TWDB Financial Analyst
Closing	PLEASE PROVIDE DATE	TWDB Financial Analyst and TWDB Attorney

*If required, a template for an outlay report and instructions will be provided by TWDB staff

**If required, interest rates expire forty-five (45) days after your adoption date

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member
Bryan McMath, Executive Administrator

Entities receiving State Revolving Fund financial assistance for equivalency projects must meet state and federal requirements for DBE procurement. Recipients are required to show evidence of “Good Faith Effort” for all procurements. Additional information regarding this program can be found online or by contacting the TWDB Coordinator.

Prior to submitting draft documents, please provide to the TWDB financial analyst the dates for your bond ordinance adoption and preferred closing date. If you would like to schedule a closing conference call to go over the process, you may contact the TWDB financial analyst or loan closing specialist. Required closing documents and TWDB team contact information are shown below.

Required final closing documents:

Engineering

- DBE verification documents (if applicable) (30 business days prior to closing)

Financial

- Financial Advisor’s Closing Instructions
- Escrow Agreement, executed
- Semi-annual Debt Service Schedule
- Paying Agent Agreement, executed
- Blanket Issuer Letter of Representations (BLOR)
- TWDB Vendor Set-Up or Direct Deposit Form
- Private Placement Memorandum – with all attachments

Legal

- Comptroller’s Certificate (5 business days prior to closing)
- Bond Ordinance or Resolution adopting the issuance
- Attorney General Opinion (5 business days prior to closing)
- Bond Counsel Opinion
- No Litigation Certificate
- No Arbitrage/Federal Tax Certificate

Note: If a source of funds and/or price certificates are needed, please contact Loan-Closing-Team@twdb.texas.gov

Please note the special conditions outlined in the attached TWDB Resolution to identify any additional documentation or requirements that must be satisfied prior to closing.

After closing of your TWDB financing, project engineering and environmental documentation related to the implementation of your project must be submitted to TWDB for review and approval. **TWDB’s System for Tracking, Recording, and Monitoring (STRM) application must be used to submit these engineering and environmental review requests.** To access STRM, project sponsors’ personnel and consultants designated to assist in overseeing active TWDB projects **will be sent an OKTA user invitation via email from noreply@okta.com**. If your invitation expires or you do not receive an invitation, please email STRMHelp@twdb.texas.gov. Follow the invitation email’s instructions to create an OKTA account and verify your new STRM account with unique login credentials. A [STRM User Guidance \(TWDB-0120\)](#) document may be downloaded on our website and a [demonstration video](#) is also available on our website’s [Financial Assistance](#) page.

Our team looks forward to working with you to make this a successful project. Please include the project number listed above when sending correspondence related to this project. If you have any questions or seek additional information, you may contact any of the team members listed below:

Mr. Rodney Taylor
December 22, 2025
Page 3

Racquel McCoy, Loan Specialist, 512-946-2420
Sydney Segovia, Project Reviewer, 512-475-1729
Sarah Smaardyk, Financial Analyst, 512-475-1737
Michael Perez, Legal Analyst, 512-463-6072
Jo Bradshaw, DBE Program Specialist, 512-463-4841

Sincerely,

Sarah L. Smaardyk Digitally signed by Sarah L.
Smaardyk
Date: 2025.12.22 14:53:02 -06'00'

Sarah Smaardyk
Financial Analyst / Regional Water Project Development

DD/ds

Enclosure: TWDB Resolution No. 25-165

c w/enc.: Keith P. Kindle, P.E., Enprotec/Hibbs & Todd Inc., keith.kindle@eht.com
Sam Gill, McCall Parkhurst & Horton LLP, sgill@mphlegal.com
George H. Williford, Hilltop Securities Inc., george.williford@hilltopsecurities.com

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$49,000,000 TO THE CITY OF ABILENE
FROM THE DRINKING WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF \$48,895,000 CITY OF ABILENE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, PROPOSED
SERIES 2026A AND \$105,000 CITY OF ABILENE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, PROPOSED SERIES 2026B

(25-165)

Recitals:

The City of Abilene (City), located in Taylor County, has applied for financial assistance in the amount of \$49,000,000 from the Drinking Water State Revolving Fund (DWSRF) to finance the planning, design and construction of certain water system improvements identified as Project No. 63094.

The City seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$48,895,000 City of Abilene Combination Tax and Revenue Certificates of Obligation, Proposed Series 2026A and \$105,000 City of Abilene Combination Tax and Revenue Certificates of Obligation, Proposed Series 2026B (Obligations), together with all authorizing documents, all as is more specifically set forth in the application and in recommendations of the TWDB's staff.

The City has offered a pledge of ad valorem tax and surplus water and wastewater revenue as sufficient security for the repayment of the Obligations.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 371.13.

Findings:

1. The revenue or taxes pledged by the City will be sufficient to meet all the Obligations assumed by the City, in accordance with Texas Water Code § 15.607.
2. The application and assistance applied for meet the requirements of the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., as well as state law, in accordance with Texas Water Code § 15.607.
3. The term of the Obligations does not exceed the expected useful life of the project proposed by the City.
4. The City has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques, or technology prescribed by the Texas Water Code and TWDB's rules.

5. The TWDB has approved a regional water plan for the region of the state that includes the area benefiting from the project and the needs to be addressed by the project will be addressed in a manner consistent with the approved regional and state water plans, as required by Texas Water Code § 16.053(j).
6. The City has completed a current water audit required by Texas Water Code § 16.0121 and 31 TAC § 358.6 and filed it with the TWDB in accordance with Texas Water Code § 16.053(j).
7. The City qualifies for financial assistance with a reduced interest rate of zero percent in order to prepare an Asset Management Plan as described in the applicable Intended Use Plan.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Abilene for financial assistance in the amount of \$48,895,000 City of Abilene Combination Tax and Revenue Certificates of Obligation, Proposed Series 2026A and \$105,000 City of Abilene Combination Tax and Revenue Certificates of Obligation, Proposed Series 2026B . This commitment will expire on December 31, 2026.

The commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution.
2. This commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all the requirements of the laws under which the Obligations were issued have been complied with; that the Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the City.
3. This commitment is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 371.
4. The Obligations must provide that the City agrees to comply with all the conditions set forth in the TWDB Resolution.
5. The City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations, or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the

manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of the rule, this continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to those bonds under SEC Rule 15c2-12.

6. The Obligations must contain a provision requiring the City to levy a tax or maintain and collect sufficient rates and charges, as applicable, to produce system funds in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.
7. The Obligations must include a provision requiring the City to use any financial assistance proceeds from the Obligations that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project explicitly approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds.
8. The Obligations must include a provision requiring the City to use any financial assistance proceeds from the Obligations determined to be surplus funds in a manner approved by the Executive Administrator. Surplus funds are funds remaining after completion of the project and completion of a final accounting.
9. The Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.
10. Proceeds of this commitment are public funds. Therefore, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.
11. Proceeds of this commitment must not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the project site, except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines or for an EC project to address PFAs or any contaminant listed on EPA's Contaminant Candidate Lists. The Obligations must include an environmental indemnification provision wherein the City agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action, or damages arising from activities performed by the City or its construction contractors, including their officials and employees, in connection with the project, to the extent permitted by law.

12. Before closing, and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel contracts for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.
13. Before closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.
14. The Executive Administrator may require the City to execute a separate financing agreement in form and substance acceptable to the Executive Administrator.
15. The TWDB retains the option to purchase the Obligations in separate lots or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Obligations as approved by the Executive Administrator.
16. The Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance.
17. The Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.
18. The Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
19. The City must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
20. The Obligations must provide that the City will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
21. Before closing, the City shall submit to the escrow agent a closing memo signed by the Executive Administrator.

Tax-Exempt Conditions:

22. The City's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the City when rendering this opinion.

23. The City's bond counsel opinion must also state that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the City when rendering this opinion.
24. The Obligations must include a provision prohibiting the City from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code of 1986, as amended (Code) and the Treasury Regulations promulgated under section 141 (Regulations).
25. The Obligations must provide that no portion of the proceeds of this commitment will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for this commitment (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until the proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent the amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations.
26. The Obligations must include a provision requiring the City take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government to satisfy the requirements of section 148 of the Code. The Obligations must provide that the City must:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments) on its books of account separately and apart from all other funds (and receipts, expenditures and investments) and retain all records of the accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its financing with other money of the City, provided that the City separately accounts for each receipt and expenditure of the Gross Proceeds and the obligations acquired with them;

- b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financing, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings under these sections. The City shall maintain a copy of the calculations for at least six years after the final Computation Date;
 - c. as additional consideration for the making of this commitment, and to induce the making of the commitment by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date; and
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if an error is made, to discover and promptly to correct the error within a reasonable amount of time including payment to the United States of any interest and any penalty required by the Regulations;
27. The Obligations must include a provision prohibiting the City from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes.
 28. The Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code.
 29. The transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the City's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations.
 30. The Obligations must contain a provision that the City will refrain from using the proceeds provided by this TWDB commitment or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Obligations in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).
 31. The transcript must include evidence that the information reporting requirements of section 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply.

32. The Obligations must provide that neither the City nor a related party will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the City by the TWDB.
33. The City's federal tax certificate shall provide that the weighted average maturity of the Obligations purchased by the TWDB does not exceed 120% of the weighted average reasonably expected economic life of the Project.

State Revolving Fund Conditions;

34. The City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.
35. The Obligations must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with the financial assistance made available shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB.
36. The Obligations must include a provision stating that the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Obligations are outstanding.
37. The Obligations shall provide that all financial assistance proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and shall provide that the City will adhere to the approved project schedule.
38. Obligations must contain a covenant that the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.
39. The Obligations must contain a covenant that the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

Drinking Water State Revolving Fund Conditions;

40. The City shall pay at closing an origination fee approved by the Executive Administrator of the TWDB pursuant to 31 TAC Chapter 371.

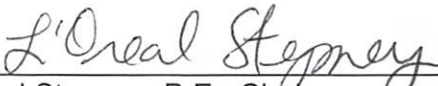
Pledge Conditions;

41. The Obligations must contain a provision that provides as follows:

- a. if system revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund; or
- b. if surplus revenues are based upon budgeted amounts:
 - i. the Obligations must include a requirement that the City transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Obligations until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Obligations; further, that the ordinance authorizing the issuance of the Obligations must include a requirement that the City shall not transfer any funds from the City's pledged system revenues to any fund other than the Interest and Sinking Fund until an amount equal to the annual debt service on the Obligations for the then-current fiscal year has been deposited in the Interest and Sinking Fund;
 - ii. the Obligations must include a requirement that for each year the Obligations are outstanding, and before the time taxes are to be levied for that year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient surplus pledged revenues or tax revenues or both, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination of these, into the Interest and Sinking Fund for the repayment of the Obligations; and
 - iii. the Obligations must include a requirement that the City shall at all times maintain and collect sufficient rates and charges in conjunction with any other legally available funds so that after payment of the costs of operating and maintaining the system, it produces revenues in an amount not less than 1.10 times debt service requirements of all outstanding Obligations of the City and other obligations of the City which are secured in whole or in part by the pledged revenues, for which the City is budgeting the repayment of the Obligations, or the City shall provide documentation which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of debt service requirements.

APPROVED and ordered of record this the 16th day of December 2025.

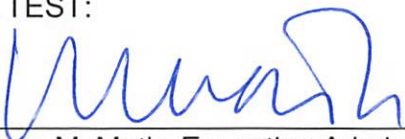
TEXAS WATER DEVELOPMENT BOARD



L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 12/16/25

ATTEST:



Bryan McMath, Executive Administrator

City of Abilene

Comparison of Financing of \$49 million Proceeds Water System Improvements

TWDB Drinking Water SRF vs. Market

Fiscal Year ending 9/30	Market Issue 3.58% effective interest rate	TWDB DWSRF \$48.895mm @ 2.33%* \$105,000 @ 0%	Difference
2026			
2027	3,450,969.67	3,073,625.08	377,344.59
2028	3,451,144.00	3,075,003.75	376,140.25
2029	3,451,256.50	3,072,996.00	378,260.50
2030	3,449,042.00	3,074,881.50	374,160.50
2031	3,449,411.00	3,075,602.00	373,809.00
2032	3,452,184.50	3,075,157.50	377,027.00
2033	3,452,273.00	3,073,548.00	378,725.00
2034	3,449,676.50	3,075,715.25	373,961.25
2035	3,449,305.50	3,076,601.00	372,704.50
2036	3,450,981.00	3,076,205.25	374,775.75
2037	3,449,613.50	3,074,528.00	375,085.50
2038	3,450,113.50	3,076,511.00	373,602.50
2039	3,452,302.00	3,077,096.00	375,206.00
2040	3,451,089.50	3,076,283.00	374,806.50
2041	3,451,386.50	3,074,072.00	377,314.50
2042	3,453,014.00	3,075,404.75	377,609.25
2043	3,450,882.50	3,075,223.00	375,659.50
2044	3,449,902.50	3,073,526.75	376,375.75
2045	3,449,895.00	3,075,257.75	374,637.25
2046	3,450,681.00	3,080,357.75	370,323.25
	\$69,015,123.67	\$61,507,595.33	\$7,507,528.34

*DWSRF interest rates 35% below market index rates.

Notice of Intent to Issue Certificates of Obligations for TWDB Water System Improvements





Notice of Intent to Issue Certificates of Obligation for TWDB Water System Improvements

- On December 19, 2024 City Council approved an application to the Texas Water Development Board (TWDB) for financial assistance not to exceed \$49 million for water system improvements, including rehab and expansion of the Northeast Treatment Plant.
- Benefits of TWDB Financing include zero or lower interest rate loans
- In December 2025, the City received notification that the TWDB approved the \$49 million in financing, through Certificates of Obligation





Notice of Intent to Issue Certificates of Obligation for TWDB Water System Improvements

- The City is proposing to issue these Certificates of Obligation in an amount not to exceed \$49 million.
- These Certificates will be split into 2 series:
 - \$48,895,000 Certificates of Obligation Series 2026A – 35% reduction from market issue rates (estimated rate of 2.33%) for water system improvements
 - \$105,000 Certificates of Obligation Series 2026B – special 0% financing for development of an Asset Management Plan





Notice of Intent to Issue Certificates of Obligation for TWDB Water System Improvements

- State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent.
- Resolution includes reimbursement of project costs incurred prior to date of issuance.
- Final approval of the bonds will be scheduled for the March 2026, 2026 Council meeting.





Notice of Intent to Issue Certificates of Obligation for TWDB Water System Improvements

Questions?





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director
ITEM: 22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, 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 porta-potties at the Abilene Brush Center. There is not a place to wash hands. The new proposed 800 sq. ft. building will have two unisex restrooms, which will provide relief and an opportunity for the public and staff to wash their hands after depositing brush or other eligible refuse at the site. The building will also provide a break area/office location for staff as well as a small storage area.

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.

The project also includes a Signage Allowance and Testing and Balancing Allowance. Any funds not needed once signage is purchased and testing and balancing is complete will return to the Solid Waste fund.

FUNDING/FISCAL IMPACT

The Brush Center construction bid 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_12 Resolution Justice Construction Brush Center
2. Bid Summary - Abilene_Brush Center
3. 26_1_22 Justice Construction Brush Center Contract
4. Original buildings
5. Port a potty
6. Brush Center - Drawing Design
7. 26_1_12 Presentation Justice Construction Brush Center Restroom Updated

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 at the site as well as a staff location; and

WHEREAS, the new building, totaling 800 sq. ft., will also provide a break area/office location for staff as well as replace existing porta-potties and storage sheds; 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 22nd 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 22nd 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

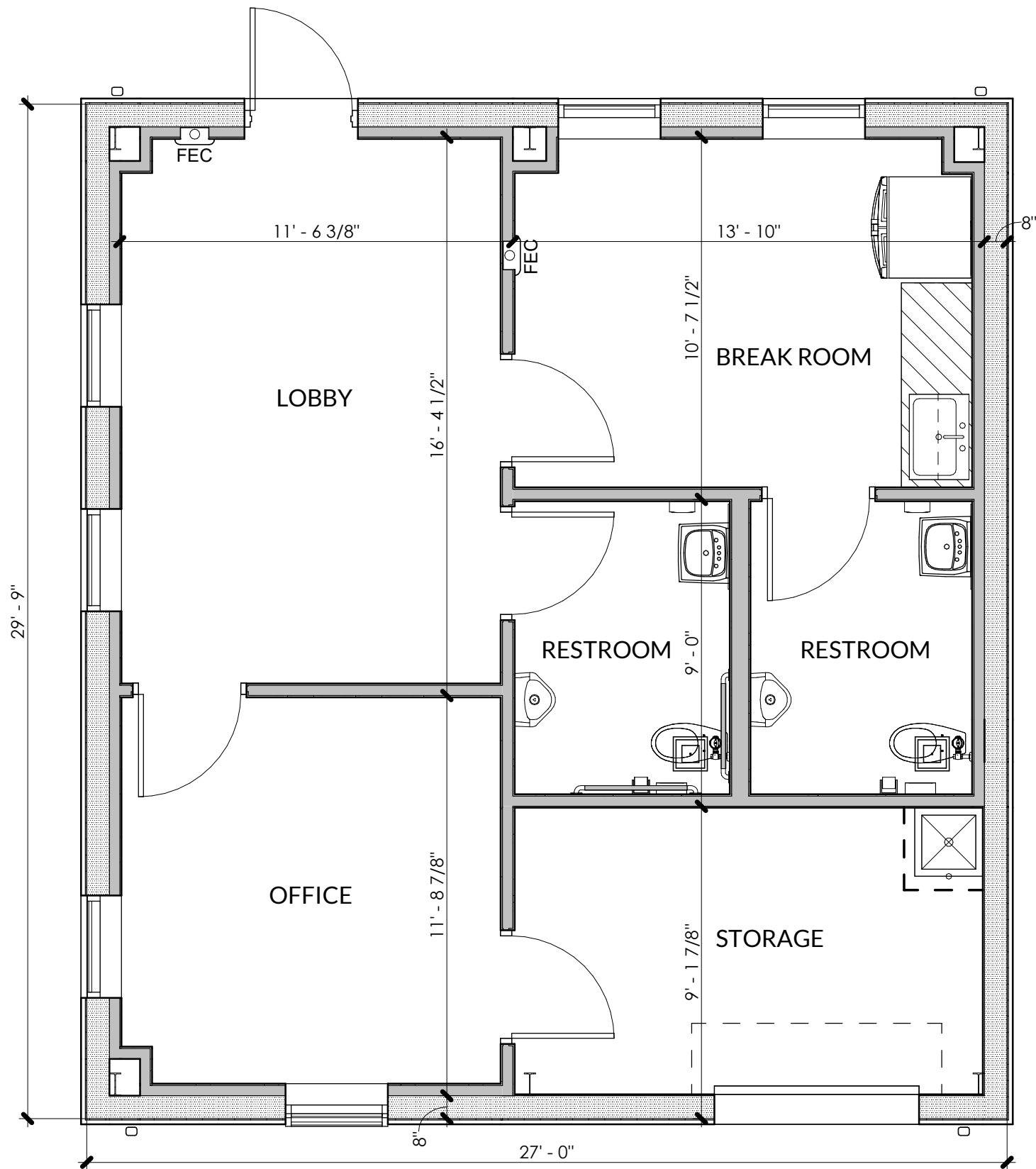
ATTEST:

City Secretary

Seal

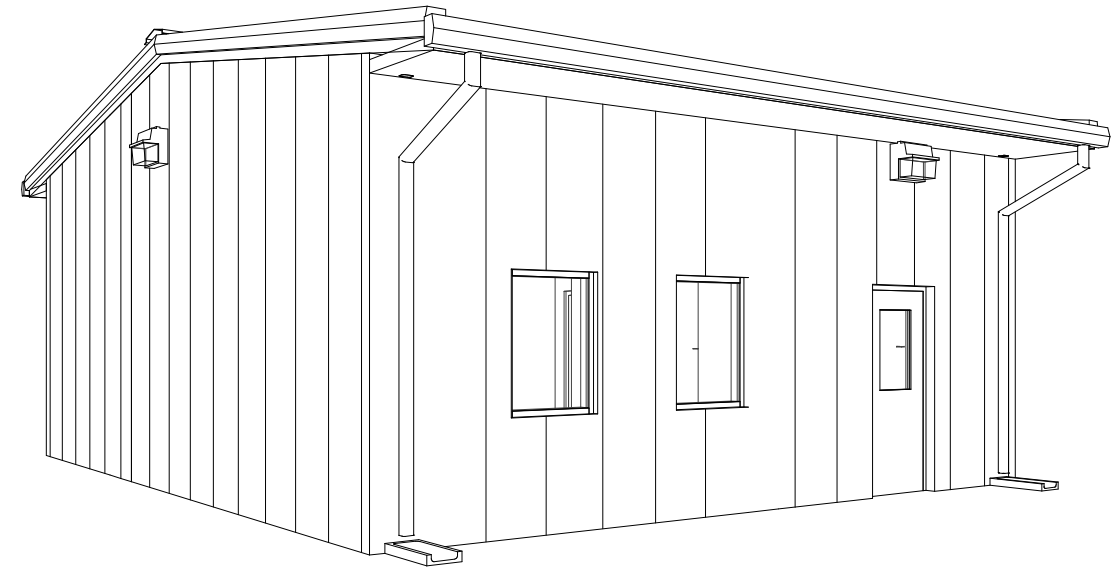




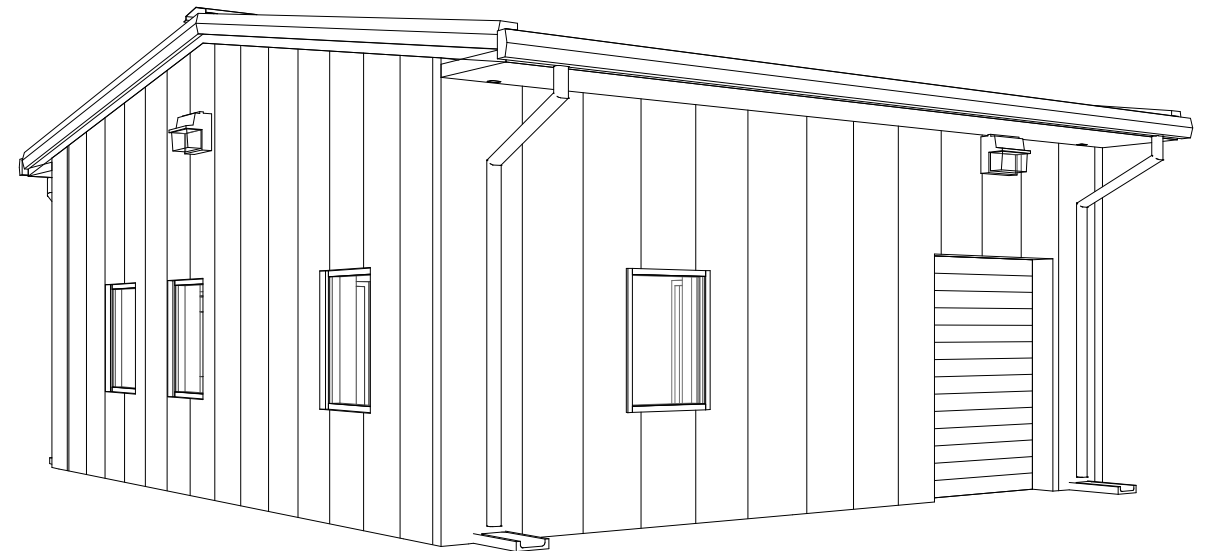


FLOOR PLAN

SCALE: 1/4" = 1'-0"



PERSPECTIVE



PERSPECTIVE

CITY OF ABILENE
Brush Center
JANUARY 2026

Contract Justice Construction Abilene Brush Center Project





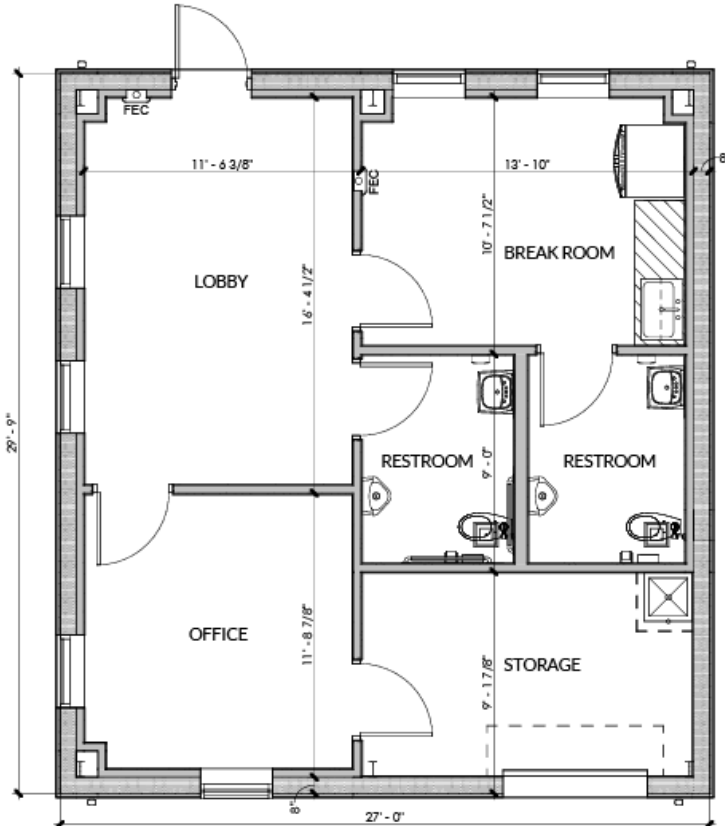
General Information:

- 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, 800 sq. ft., 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 at the site. The building will also provide a break area/office location for staff.
- 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 best value and low bid.
- The contract is for \$472,000 to be paid from Solid Waste Fund. (\$300,000 funded from FY25 and balance from FY26)





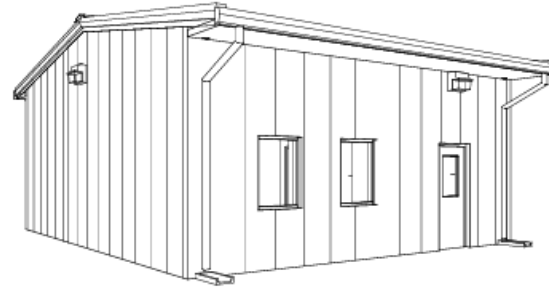
General Information:



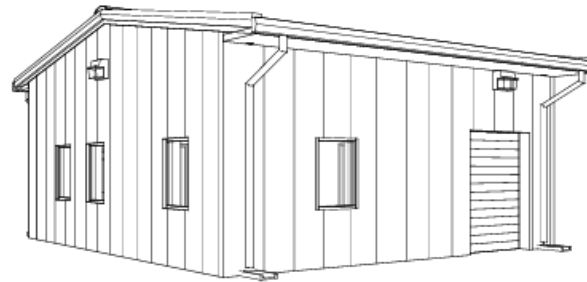
FLOOR PLAN

SCALE: 1/4" = 1'-0"

CITY OF ABILENE
Brush Center
JANUARY 2026



PERSPECTIVE



PERSPECTIVE

Building is 800Sq Ft and includes:

Lobby for money handling

Office

Breakroom

2 Unisex restrooms - one public, one staff

Storage area

The new footprint will also have an entry and an exit.



CITY OF
ABILENE
TEXAS





**CITY COUNCIL
MEMORANDUM
1/22/2026**

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

ITEM: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Initiation of Condemnation Proceedings Necessary to Complete Public Right-of-Way and Drainage Improvements along Maple Street, to Include Portions of Property Located on Maple Street, Hollywood Drive, and South 14th Street (*Max Johnson*)

GENERAL INFORMATION

The City of Abilene is making vehicular improvements along Maple Street. As part of the improvements, easements are required to improve the drainage and right-of-way for the safety of vehicular traffic. Maple Street is a city street, and therefore obtaining the necessary easements to make the improvements falls upon the City of Abilene. Although most easements have been obtained with the consent of the landowners, some easements required for this public improvement project remain unresolved. Therefore, because vehicular improvements along Maple Street is a public purpose, and because the improvements are for the safety of the public, staff is requesting that the Council authorize the initiation of condemnation proceedings necessary to complete the public improvement project along Maple Street.

Some of the easements along Maple Street are needed from property addressed on Hollywood Dr. One easement is along South 14th Street, but the property is addressed on Maple Street. All of the easements necessary to complete the public improvement project are for the Maple Street improvements.

The property to be included in the condemnation proceedings are:

1. 0.028 acres easement out of the Block 3, Bowyers Subdivision, Abilene, Taylor County, Texas (2550 Maple Street);
2. 0.103 acre of land, a strip 15 feet wide and adjacent to the west right-of-way line of Maple Street, being out of the most easterly part of Block 6, Bowyer Subdivision of parts of the NE/4, SE/4 and SW/4 of Section 50, Blind Asylum Lands, Abilene, Taylor County, Texas (2310 Maple Street);
3. 0.112 acre of land, a drainage easement, out of a 6.66 acre tract, out of parts of Blocks 7 and 8 and a 60 foot strip formerly known as China Street lying West of Block 7, Bowyer Subdivision of parts of Northeast, Southeast, and Southwest Quarters of Survey 50, Blind Asylum Lands, Abilene, Taylor County, Texas (2010 Maple Street);
4. 0.003 acres of land, a drainage easement, out of a 6.66 acre tract out of the W. Berry Survey which is also known as the Northeast Quarter of Section 50, Blind Asylum Lands, Abilene, Taylor County, Texas (2010 Maple Street);
5. 0.012 acre strip of land, a drainage easement, 5 feet wide, out of Lots 19 & 20, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abilene, Taylor County, Texas (1565 & 1557 Hollywood Drive);
6. 0.006 acre strip of land, a drainage easement, 5 feet wide, out of Lot 23, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abilene, Taylor County, Texas (1533 Hollywood Drive);
7. 0.006 acres strip of land, a drainage easement, 5 feet wide, out of Lot 24, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abilene, Taylor County, Texas (1525 Hollywood Drive);
8. 0.006 acre strip of land, a drainage easement, 5 feet wide, out of Lot 29, Etheridge Addition, out of the Southwest-Quarter of Section No. 48, Blind Asylum Land, Abilene, Taylor County, Texas (1457 Hollywood Drive);
9. 0.026 acre strip of land, a drainage easement, out of Lots 31-34 and the South-Half of Lot 35, Etheridge Addition out of the

Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abilene, Taylor County, Texas (1409, 1325 and 1317 Hollywood Drive);

10. 0.020 acres tract of land, a drainage easement, out of the SW/4 of Section No. 48, Blind Asylum Lands, and also being out of the east part of Lot 7, John J. Toomb's Subdivision, Abilene, Taylor County, Texas (1133 Maple Street);

11. 0.027 acre of land, a drainage easement, out of Lot 1, Block A, Section 1, Parkview Addition, Abilene, Taylor County, Texas (1874 Maple Street);

12. 0.108 acres of land, a drainage easement, out of Lot 1, Block A, Section 1, Parkview Addition out of Section 51, Blind Asylum Lands, Abilene, Taylor County, Texas (1874 Maple Street);

13. 0.202 acre of land, a drainage easement, out of Lot 1, Block A, Section 1, Parkview Addition out of Section 51, Blind Asylum Lands, Abilene, Taylor County, Texas (1874 Maple Street);

14. 0.487 acre of land, being out of Lot 4, Block 210, Original Town of Abilene and Lot 1, Block A, Section 1, Parkview Addition, Abilene, Taylor County, Texas (1874 Maple Street).

FUNDING/FISCAL IMPACT

The anticipated cost for appraisals of all easements, and easement purchases, is up to \$125,000 total for all fourteen (14) easements. Costs for individual easements will vary depending upon the appraised value.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that City Council approve the initiation of Condemnation Proceedings for the Maple Street Project.

ATTACHMENTS:

1. Resolution authorizing Maple Street condemnations
2. 0508_001
3. 0495_001
4. Eminent Domain ROW & Drainage Easements Maple St

BACKUP DOCUMENTATION UPDATED? No

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE EASEMENTS NECESSARY FOR THE COMPLETION OF PUBLIC RIGHT OF WAY AND DRAINAGE ALONG MAPLE STREET, HOLLYWOOD DRIVE, AND SOUTH 14TH STREET.

WHEREAS, eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code; and

WHEREAS, under that code a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order; and

WHEREAS, under that code, a single resolution, ordinance, or order may be adopted for all units of property to be condemned if the motion to adopt the resolution at the public meeting indicates that the first record vote applies to all units of property to be condemned, and the minutes of the governmental entity reflect that the first vote applies to all of those units; and

WHEREAS, the City of Abilene is making drainage infrastructure improvements to portions of Maple Street, Hollywood Drive, and South 14th Street, Abilene, Taylor County, Texas; and

WHEREAS, as part of the widening of Maple Street, improved drainage infrastructure will be installed in either existing public rights-of-way or in new permanent easements which will be owned by the City of Abilene; and

WHEREAS, the proposed easements which are the subject of the condemnation are located in Taylor County and will generally be located along Maple Street, Hollywood Drive, and South 14th Street; and

WHEREAS, to facilitate the completion of the construction of the drainage improvements, a temporary construction easement will also be obtained adjacent to the permanent easements on Maple Street, Hollywood Drive, and South 14th Street to provide the Contractor with adequate space for construction activities; and

WHEREAS, because this project is in response to public vehicular travel and drainage improvements along Maple Street, the City of Abilene finds it necessary to begin the eminent domain process to condemn the temporary and permanent easements for access to the necessary properties for the placement of the drainage improvements.

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

PART 1: That following a public hearing and record vote, the City of Abilene, Texas is hereby authorized to use of the power of eminent domain to acquire permanent and temporary easements as depicted in “Exhibits ____ through ____” for the public purpose of construction of drainage infrastructure along Maple Street, Hollywood Drive, and South 14th Street in Taylor County.

- PART 2: That the first record vote applies to all units of property to be condemned, and the City Secretary is directed to add to the minutes of the meeting that the first vote applies to all of those units.
- PART 3: That the City Council adopts all statements and findings in the WHEREAS clauses above.
- PART 4: That this Resolution is effective immediately upon adoption.

ADOPTED this 22nd day of January, 2026.

APPROVED:

Weldon Hurt, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

13



3465 CLARY LANE
A3 L-NE TX 79806
325-695-1070
4920 S LOOP 289, STE 106
LLBBOCK, TX 79414
856-368-6375
1925 FORT WORTH HWY
WEATHER-ORD, TX 75086
817-594-9886

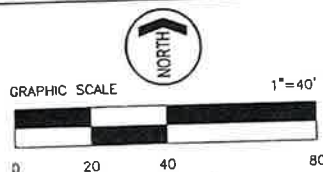
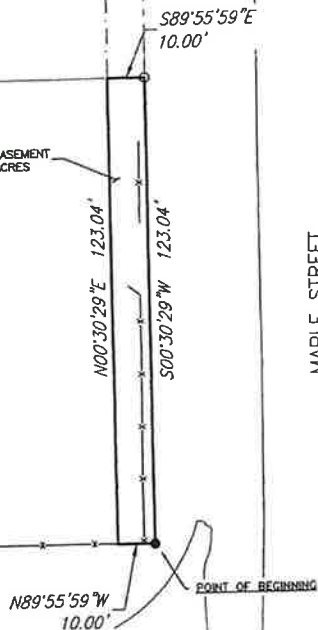


EXHIBIT "A"
SURVEYED FOR:
CITY OF ABILENE

DELORES ANN GRAHAM
INSTR. NO. 201918862
O.P.R.

TRACT ONE
DELBERT CORDRY
INSTR. NO. 2015-16128
O.P.R.

DRAINAGE EASEMENT
0.028 ACRES



MAPLE STREET
(APPROX. 100' R.O.W.)

S. 26TH STREET
(60' R.O.W.)

POINT OF BEGINNING

THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN
FEBRUARY AND MARCH 2025.

[Signature]
RIAZ L. AFSHAR, P.E., L.S. #7130



SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000150822.
2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

METES & BOUNDS DESCRIPTION:

BEING a 0.028 acre easement out of the Block 3 of the Bowyers Subdivision, City of Abilene, Taylor County, Texas, as shown per plat recorded in Cabinet 4, Slide 327, Plat Records, Taylor County, Texas and also being out of that certain tract of land, known as Tract One, as described in a Warranty Deed to Delbert Cordry recorded in Instrument No. 2015-16128, Official Public Records, Taylor County, Texas. Said 0.028 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch rebar rod found for the southeast corner of this easement and being the intersection of the north right-of-way line of S. 26th Street and the occupied west right-of-way line of Maple Street;

THENCE N89°55'59"W, a distance of 10.00 feet along the south line of this easement and said Cordry tract, and along the north right-of-way line of said S. 26th Street to a point for the southwest corner of this easement;

THENCE N00°30'29"E, a distance of 123.04 feet along the west line of this easement and over and across said Cordry tract to a point for the northwest corner of this easement, being in the north line of said Cordry tract and the south line of a certain tract of land described in a deed to Delores Ann Graham recorded in Instrument No. 201918862, Official Public Records, Taylor County, Texas;

THENCE S89°55'59"E, a distance of 10.00 feet along the north line of this easement and said Cordry tract, and along the south line of said Graham tract to a 1/2 inch rebar rod found for the northeast corner of this easement and said Cordry tract, same being in the occupied west right-of-way line of Maple Street;

THENCE S00°30'29"W, a distance of 123.04 feet with the east line of this easement and said Cordry tract, and with the occupied west right-of-way line of said Maple Street, to the POINT OF BEGINNING and containing 0.028 acres of land, more or less.

LEGEND

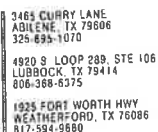
- FOUND 1/2 INCH REBAR ROD
- FOUND 3/8 INCH REBAR ROD

— EASEMENT BOUNDARY
— ADJOINER LINES
— EXIST. STREET R.O.W.
- - - DRAINAGE EASEMENTS

O.P.R. OFFICIAL PUBLIC RECORDS,
TAYLOR COUNTY, TEXAS
D.R. DEED RECORDS,
TAYLOR COUNTY, TEXAS
P.R. PLAT RECORDS,
TAYLOR COUNTY, TEXAS

SURVEY DRAWING OF
DRAINAGE EASEMENT
CONTAINING 0.028 ACRES OUT OF
BLOCK 3 OF THE BOWYERS
SUBDIVISION,
CITY OF ABILENE, TAYLOR COUNTY,
TEXAS

DRAWING COMPLETED: APRIL 14, 2025



SURVEYED FOR:
THE CITY OF ABILENE

SOUTH 22ND STREET
(60' WIDE)

North Line Block 6

S89°42'27"E
15.00'

P.O.B.

$$N = 6,838,576.01^*$$

Charlie Albert Barry
Volume 1723, Page 846
Q.P.R.

N00°54'56"E 300.00'

MAPLE STREET (100' WIDE)

N89°42'27"W
15.00'

South Line Block 6

PLATTED UNNAMED ROAD
(60' WIDE)

SURVEY DRAWING OF A DRAINAGE EASEMENT

15 FEET WIDE AND CONTAINING 0.103 ACRE OF LAND
OUT OF BLOCK 6, BOWYER SUBDIVISION OF THE SW/4,
SE/4 & NE/4 OF SECTION 50, BLIND ASYLUM LANDS,
ABSTRACT NO. 634
CITY OF ABILENE, TAYLOR COUNTY, TEXAS

LEGEND

- = FND 3/8" REBAR ROD
 —X—X— = FENCE
 ————— = EASEMENT BOUNDARY LINE (BOLD)
 - - - - - = STREET RIGHT-OF-WAY LINE
 O.P.R. = OFFICIAL PUBLIC RECORDS OF
 TAYLOR COUNTY, TEXAS
 P.R. = OFFICIAL PUBLIC RECORDS OF
 TAYLOR COUNTY, TEXAS
 P.O.B. = POINT OF BEGINNING

METES AND BOUNDS DESCRIPTION

BEING 0.103 acre of land, a strip 15 feet wide and adjacent to the west right-of-way line of Maple Street (a public street 100 feet wide), being a portion of the most easterly part of Block 6, Bowers subdivision of parts of the NE¼, SE¼ and SW¼ of Section No. 50, Blind Asylum Land, Abstract No. 634, City of Abilene, Taylor County, Texas per plat recorded in Cabinet 4, Slide 327, plat Records, Taylor County, Texas, with claim deed to Charles Albert Barry recorded in Volume 1723, Page 846, Official Public Records, Taylor County, Texas, and said 0.103 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a point being the northeast corner of said Block 6 and being the intersection of said west right-of-way line of Maple Street and the south right-of-way line of South 22nd Street (60 feet wide), from which a found 3/8-inch rebar rod in concrete marking the southeast corner of Lot 101 of the Replat of Cockerell Subdivision per plat recorded in Cabinet 4, Slide 327, Plat Records, Taylor County, Texas bears N00°54'27"E 60.01 feet, and a found 3/8-inch rebar rod marking the northwest corner of said Block 6 bears N89°42'27"W 695.55 feet;

THENCE S00°54'56"W 300.00 feet along said west right-of-way line to a point for the southeast corner of said Block 6, and the intersection of said west right-of-way line of Maple Street and the north right-of-way line of a platted unnamed road (60 feet wide);

THENCE N89°42'27"W 15.00 feet along said north right-of-way line of said platted unnamed road and south line of said Block 6 to a point for the southwest corner of this easement tract;

THENCE N00°54'56"E 300.00 feet over and across said Block 6, along a line which is parallel with and 15.00 feet west of said Maple Street right-of-way line to a point in said south right-of-way line of South 22nd Street and the north line of said Block 6;

THENCE S89°42'27"E 15.00 feet along the common line of said Block G and said south right-of-way line of South 22nd Street to said POINT OF BEGINNING and containing 0.103 acre (4500 square feet) of land.



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN
MARCH, 2025.

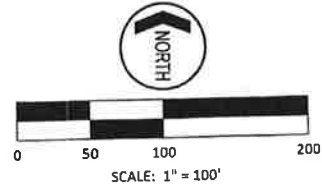
MARCH, 2025.
Mark T. Brown
 MARK T. BROWN, R.P.L.S. NO. 4247
 DATED: APRIL 24, 2025

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

4920 S LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375

1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880

EXHIBIT "A"



20-A

SURVEYED FOR:
THE CITY OF ABILENE

LEGEND

-  = EXISTING FENCE CORNER POST
 = FND 3/8" REBAR ROD UNLESS OTHERWISE INDICATED
 = FENCE
 = EASEMENT BOUNDARY LINE (BOLD)
 = STREET RIGHT-OF-WAY LINE
O.P.R. = OFFICIAL PUBLIC RECORDS OF TAYLOR COUNTY, TX
P.R. = PLAT RECORDS, TAYLOR COUNTY, TX
P.O.B. = POINT OF BEGINNING

METES AND BOUNDS DESCRIPTION

BEING 0.112 acre of land, a DRAINAGE EASEMENT, out of a 6.66-acre tract out of parts of Blocks 7 and 8 and a 60-foot strip formerly known as China Street lying West of Block 7, Bowyer Subdivision of parts of Northeast, Southeast, and Southwest Quarters of Survey 50, Blind Asylum Lands, City of Abilene, Taylor County, Texas, and said 6.66-acre tract being described in an Assumption Warranty Deed to Terry Woller and Donna L. Long, husband and wife, recorded in Instrument No. 2023-21150, Official Public Records, Taylor County, Texas. Said 0.112-acre drainage easement is more particularly described in metes and bounds as follows:

BEGINNING at a found 3/8-inch rebar rod in the west right-of-way line of Maple Street (100' wide), coordinates of N=6,838,886.90 and E=1,590,427.05, and marking the S.E. corner of said 6.66-acre tract, same being the northeast corner of Lot 101, Replat of COCKERELL SUBDIVISION as shown on the plat recorded in Cabinet 2, Slide 85-D, Plat Records, Taylor County, Texas, and from said point of beginning a found 1/2-inch rebar for the southwest corner of said 6.66-acre tract bears N89°51'34"W 721.04 feet;

THENCE N89°51'34"E 15.00 feet along the south line of said 6.66-acre tract, same being the north line of said Lot 101 to a point for the southwest corner of this easement tract;

THENCE over and across said 6.66-acre tract (portions of said Blocks 7 and 8) the following calls:

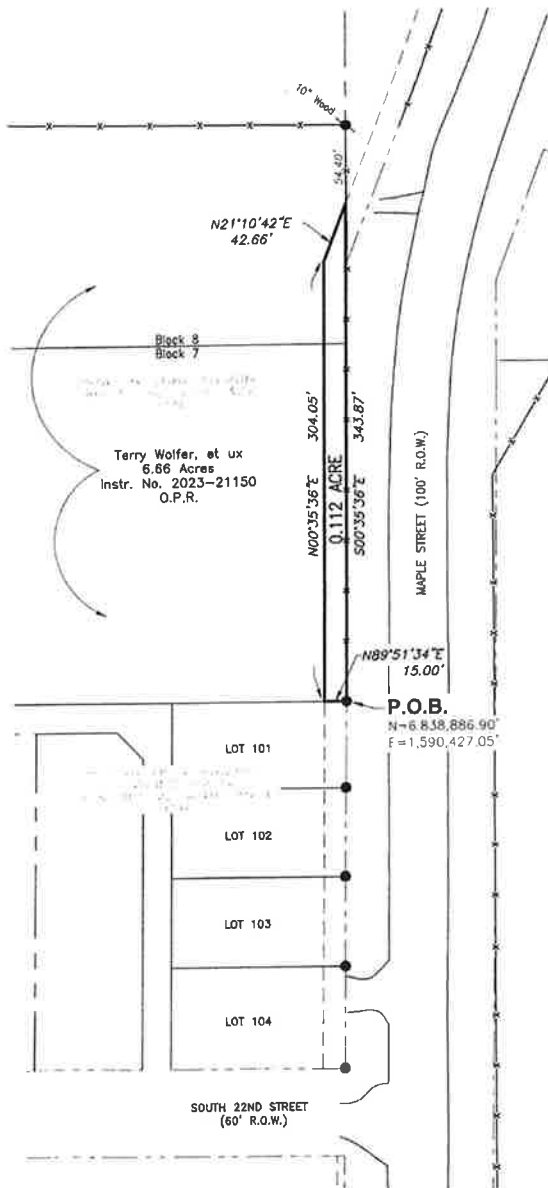
- N00°35'36"W 304.05 feet along a line that is parallel to and 15.00 feet west of said west right-of-way line of Maple Street to a point for the northwest corner of this easement tract;
- N21°10'42"W 42.66 feet to a point in the east line of said 6.66-acre tract and east line of said Block 8 and the west line of Lot 1, Block A, Section 1, PARKVIEW ADDITION to said City of Abilene, as shown on the plat recorded in Cabinet 2, Slide 318-B of said Plat Records;

THENCE S00°35'36"E along said east line of said 6.66-acre tract and the west line of said Lot 1, at 42.66 feet pass the most southerly corner of said Lot 1 being a point in said west right-of-way line Maple Street, and continuing a total distance of 343.87 feet to the POINT OF BEGINNING and containing 0.112-acre (4859 square feet) of land.



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN
MARCH, 2025.

MARCH, 2025.
Mark T. Brown
 MARK T. BROWN, R.P.L.S. NO. 4247
 DATED: APRIL 24, 2025



SURVEY DRAWING OF A DRAINAGE EASEMENT

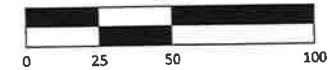
15 FEET WIDE AND CONTAINING 0.112 ACRE OF LAND
OUT OF BLOCKS 7 AND 8, BOWYER SUBDIVISION OF PARTS
OF THE NE/4, SE/4 AND SW/4 OF SECTION 50,
CITY OF ABILENE, TAYLOR COUNTY, TEXAS AS SHOWN
BY PLAT RECORDED IN CABINET NO. 4, SLIDE NO. 327,
PLAT RECORDS, TAYLOR COUNTY, TEXAS.



3465 CURRY LANE
ABILENE, TX 79606
325-685-1070
4920 S. LOOP 289, STE 106
LUBBOCK, TX 79414
806-366-6275
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880

SURVEYED FOR:
THE CITY OF ABILENE

EXHIBIT "A"



LEGEND

- = EXISTING FENCE CORNER POST
- = SET 1/2" REBAR ROD WITH CAP MARKED "J&M EASEMENT"
- = FND REBAR ROD AS INDICATED
- = FENCE
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- D.R. = DEED RECORDS, TAYLOR CO., TX
- P.R. = PLAT RECORDS, TAYLOR CO., TX
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TX
- N.T.S. = NOT TO SCALE
- P.O.B. = POINT OF BEGINNING
- ① = A 0.027-ACRE DRAINAGE EASEMENT SURVEYED THIS SAME DATE
- ② = A 0.013-ACRE DRAINAGE EASEMENT SURVEYED THIS SAME DATE

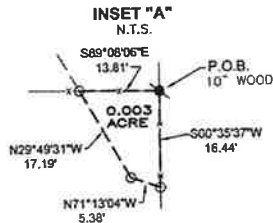
SURVEY NOTE:

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE GRID AND DETERMINED FROM GPS OBSERVATIONS AND RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.00014626.



THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN OCTOBER, 2024.

Mark J. Brown
MARK T. BROWN, R.P.L.S. NO. 4247
DATED: OCTOBER 25, 2024

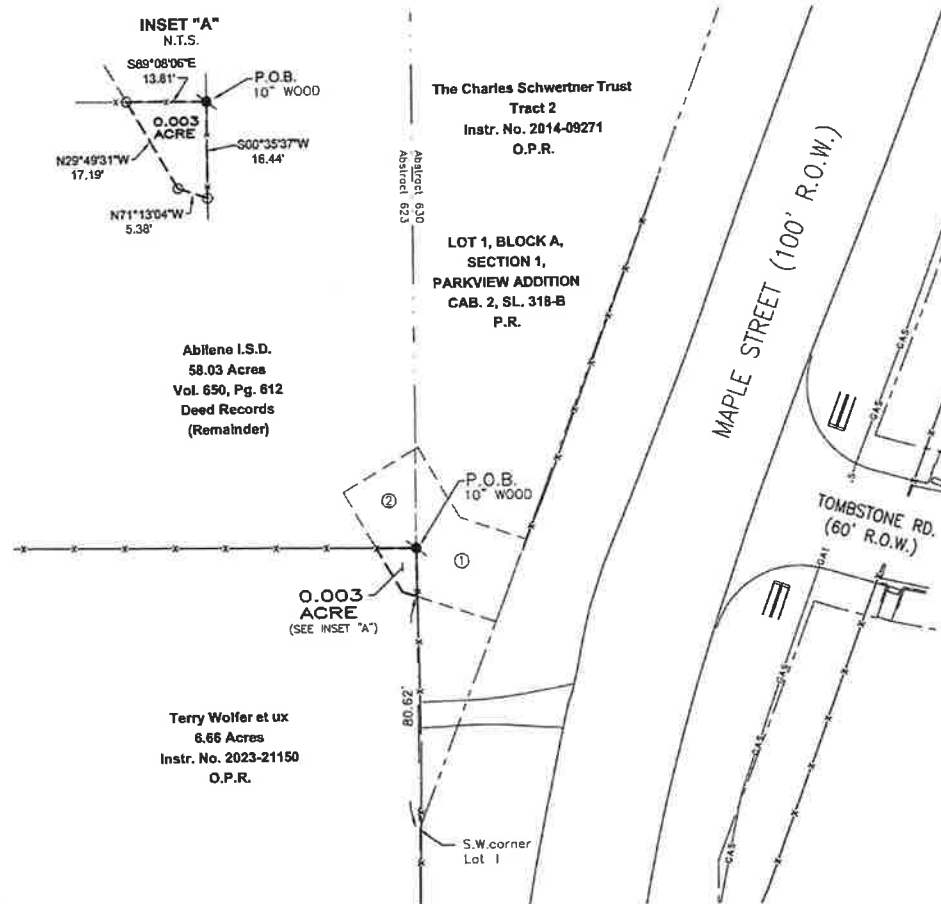


Abilene I.S.D.
58.03 Acres
Vol. 650, Pg. 612
Deed Records
(Remainder)

Terry Wolfer et ux
6.66 Acres
Instr. No. 2023-21150
O.P.R.

The Charles Schwertner Trust
Tract 2
Instr. No. 2014-09271
O.P.R.

LOT 1, BLOCK A,
SECTION 1,
PARKVIEW ADDITION
CAB. 2, SL. 318-B
P.R.



METES AND BOUNDS DESCRIPTION

BEING 0.003 acre of land, a DRAINAGE EASEMENT, out of a 6.66-acre tract out of the W. Berry Survey which is also known as the Northeast Quarter of Section 50, Blind Asylum Lands, Abstract No. 623, City of Abilene, Taylor County, Texas. Said 6.66-acre tract is described in an Assumption Warranty Deed to Terry Wolfer and Donna J. Long, husband and wife, recorded in Instrument No. 2023-21150, Official Public Records, Taylor County, Texas. Said 0.003 acre drainage easement is more particularly described in metes and bounds as follows:

BEGINNING at a 10-inch wood fence corner post with coordinates of N=6,839,285.14' and E=1,590,431.18' and marking the N.E. corner of said 6.66-acre tract, same being the northerly southeast corner of a 58.03-acre tract described in a deed to Abilene Independent School District recorded in Volume 650, Page 612, Deed Records, Taylor County, Texas, and said corner post being in the west line of Lot 1, Block A, Section 1, PARKVIEW ADDITION, City of Abilene, Taylor County, Texas as shown on the plat of said addition recorded in Cabinet 2, Slide 318-B, Plat Records, Taylor County, Texas, and from said corner post a 1/2-inch rebar rod found in the west right-of-way line of Maple Street marking the southeast corner of said 6.66-acre tract bears S00°35'37"W 398.26 feet;

THENCE S00°35'37"W 16.44 feet along the east line of said 6.66-acre tract and the west line of said Lot 1 to a set 1/2-inch rebar rod with cap stamped "J&M EASEMENT" (SET REBAR) marking the southeast corner of this described easement tract, same being the southwesterly corner of a 0.027-acre drainage easement surveyed this same date, and from which the southerly corner of said Lot 1 bears S00°35'37"W 80.62 feet;

- THENCE over and across said 6.66-acre tract the following calls;
- N71°13'04"W 5.38 feet to a SET REBAR;
 - N29°49'31"W 17.19 feet to a SET REBAR in the common line of said 6.66-acre tract and said 58.03-acre tract, same being the southwest corner of a 0.013-acre tract surveyed this same date, and from which a found 3/8-inch rebar rod found for the northwest corner of said 6.66-acre tract bears N89°08'06"W 708.28 feet;

THENCE S89°08'06"E 13.81 feet along said common line of said 6.66-acre tract and said 58.03-acre tract to the POINT OF BEGINNING and containing: 0.003 acre (144 square feet, more or less).

**SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.003 ACRE
OUT OF THE W. BERRY SURVEY, A.K.A THE
NE/4 SECTION 50, BLIND ASYLUM LANDS,
ABSTRACT NO. 623
CITY OF ABILENE, TAYLOR COUNTY, TEXAS**



3465 CURRY LANE
ABILENE, TX 79606
325-895-1070
4926 S. LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880

EXHIBIT "A"



0 25 50 100
SCALE: 1" = 50'

SURVEYED FOR:
THE CITY OF ABILENE

LEGEND

- = FOUND 3/8 INCH REBAR ROD
- = FOUND 1/2 INCH REBAR ROD
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- P.R. = PLAT RECORDS, TAYLOR COUNTY, TEXAS
- D.R. = DEED RECORDS, TAYLOR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING a 0.012 acre strip of land, a DRAINAGE EASEMENT, 5 feet wide, out of Lots 19 & 20, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas as shown by plats recorded in Volume 2, Page 209, Plat Records, Taylor County, Texas and Cabinet 2, Slide 10-D of said Plat Records. Said Lots 19 & 20 being conveyed to Randall & Kelly Roberts by Warranty Deeds recorded in Instrument No. 2014-11392 (Lot 19) and Instrument No. 2014-11393 (Lot 20), Official Public Records, Taylor County, Texas. Said 0.012 acre DRAINAGE EASEMENT is more particularly described in metes and bounds as follows:

BEGINNING at a calculated point at the intersection of the south line of said Lot 19, same being the north right-of-way line of Doris Street (50 feet wide) as shown per said Etheridge Addition plats and Lot 104, Block 210, Original Town of Abilene as shown per replat recorded in Cabinet 3, Slide 727 of said Plat Records, with the west line of Maple Street (100 feet wide easement for street and utility purposes to the City of Abilene) as recorded in Volume 761, Pages 301, 302, 304, 313, & 315, Deed Records, Taylor County, Texas, for the southeast corner of this described easement tract;

THENCE N89°34'03"W along the south line of this described easement tract and said Lot 19, same being the north right-of-way line of said Doris Street, for a distance of 5.00 feet to a calculated point for the southwest corner of this described easement tract;

THENCE N01°33'30"W along the west line of this described easement tract, and over and across said Lots 19 & 20, for a distance of 100.91 feet to a calculated point in the north line of said Lot 20 for the northwest corner of this described easement tract;

THENCE S89°39'25"E along the north line of this described easement tract and said Lot 20, for a distance of 5.00 feet to a calculated point at the intersection of the north line of said Lot 20 with the west line of said Maple Street for the northeast corner of this described easement tract;

THENCE S01°33'30"E along the east line of this described easement tract, and along the west line of said Maple Street, for a distance of 100.92 feet to the POINT OF BEGINNING, and containing 0.012 acres of land, more or less.

SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.
2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN MARCH, 2025.

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: APRIL 14, 2025



SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.012 ACRES
OUT OF
LOTS 19 & 20,
ETHERIDGE ADDITION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

75-63



3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
4920 S LOOP 289, STE 106
LUBBOCK, TX 79414
806-385-6375
1925 FORT WORTH HWY
WEATHERFORD, TX 76088
817-594-8880

EXHIBIT "A"

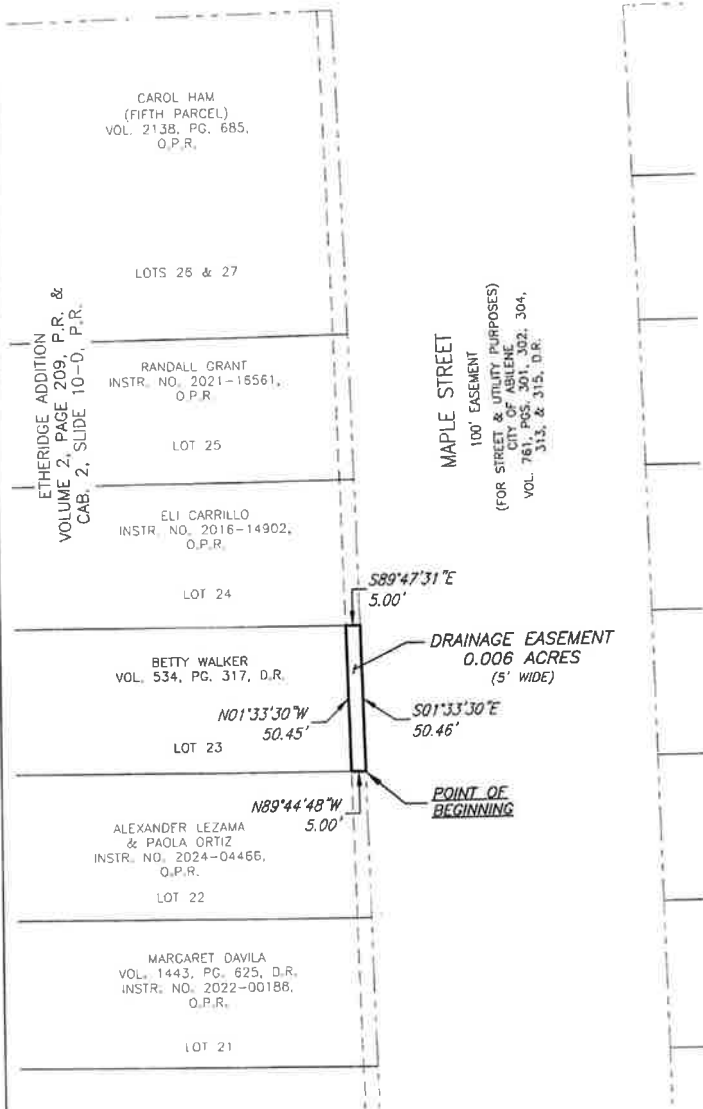


SCALE: 1" = 50'

SURVEYED FOR:
THE CITY OF ABILENE

LEGEND

- = FOUND 3/8 INCH REBAR ROD
- = FOUND 1/2 INCH REBAR ROD
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- P.R. = PLAT RECORDS, TAYLOR COUNTY, TEXAS
- D.R. = DEED RECORDS, TAYLOR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION

BEING a 0.006 acre strip of land, a DRAINAGE EASEMENT, 5 feet wide, out of Lot 23, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas as shown by plats recorded in Volume 2, Page 209, Plat Records, Taylor County, Texas and Cabinet 2, Slide 10-D of said Plat Records. Said Lot 23 being described in a Deed recorded in Volume 534, Page 317, Deed Records, Taylor County, Texas. Said 0.006 acre DRAINAGE EASEMENT is more particularly described in metes and bounds as follows:

BEGINNING at a calculated point at the intersection of the south line of said Lot 23 with the west line of Maple Street (100 feet wide easement for street and utility purposes to the City of Abilene) as recorded in Volume 751, Pages 301, 302, 304, 313, & 315 of said Deed Records, for the southeast corner of this described easement tract;

THENCE N89°44'48"W along the south line of this described easement tract and said Lot 23, for a distance of 5.00 feet to a calculated point for the southwest corner of this described easement tract;

THENCE N01°33'30"W along the west line of this described easement tract, and over and across said Lot 23, for a distance of 50.45 feet to a calculated point in the north line of said Lot 23 for the northwest corner of this described easement tract;

THENCE S89°47'31"E along the north line of this described easement tract and said Lot 23, for a distance of 5.00 feet to a calculated point at the intersection of the north line of said Lot 23 with the west line of said Maple Street for the northeast corner of this described easement tract;

THENCE S01°33'30"E along the east line of this described easement tract, and along the west line of said Maple Street, for a distance of 50.45 feet to the POINT OF BEGINNING, and containing 0.006 acres of land, more or less.

SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.
2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN MARCH, 2025.

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: APRIL 15, 2025

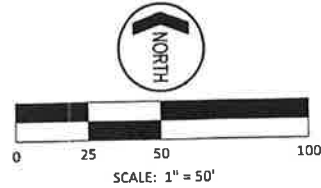


SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.006 ACRES
OUT OF
LOT 23, ETHERIDGE ADDITION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

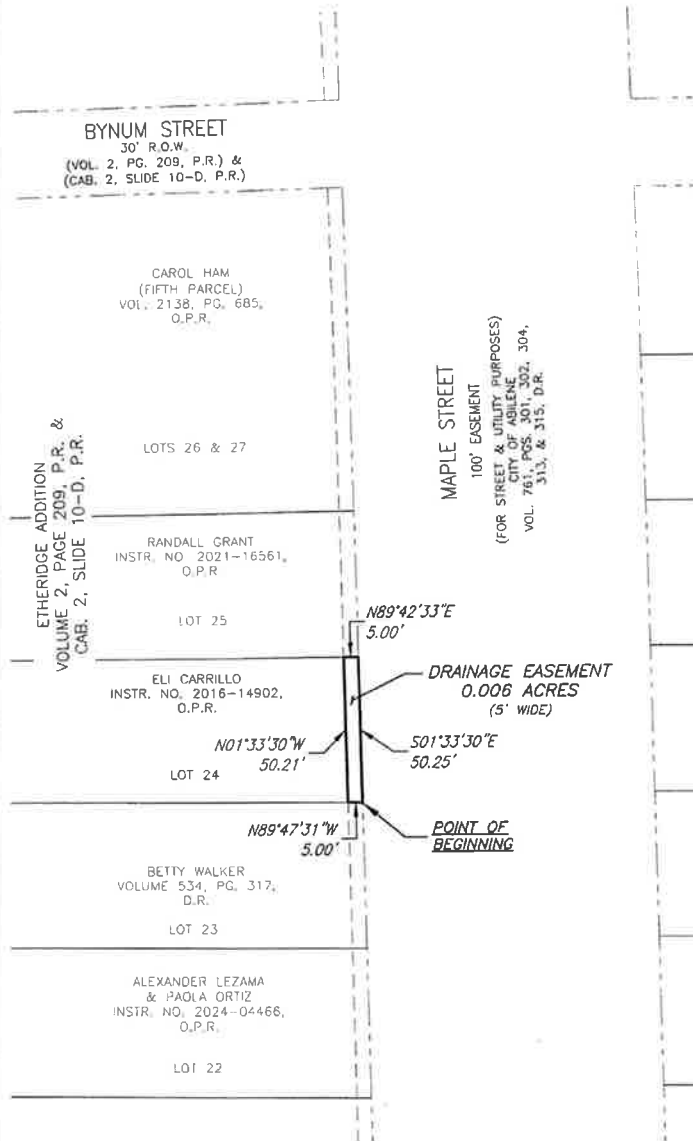


3465 CURRY LANE
ABILENE, TX 79606
325-895-1070
4920 S LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880

EXHIBIT "A"



SURVEYED FOR:
THE CITY OF ABILENE



LEGEND

- = FOUND 3/8 INCH REBAR ROD
- = FOUND 1/2 INCH REBAR ROD
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- P.R. = PLAT RECORDS, TAYLOR COUNTY, TEXAS
- D.R. = DEED RECORDS, TAYLOR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING a 0.006 acre strip of land, a DRAINAGE EASEMENT, 5 feet wide, out of Lot 24, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas as shown by plats recorded in Volume 2, Page 209, Plat Records, Taylor County, Texas and Cabinet 2, Slide 10-D of said Plat Records. Said Lot 24 being conveyed in a Warranty Deed to Eli Carrillo recorded in Instrument No. 2016-00014902, Official Public Records, Taylor County, Texas. Said 0.006 acre DRAINAGE EASEMENT is more particularly described in metes and bounds as follows:

BEGINNING at a calculated point at the intersection of the south line of said Lot 24 with the west line of Maple Street (100 feet wide easement for street and utility purposes to the City of Abilene) as recorded in Volume 761, Pages 301, 302, 304, 313, & 315, Deed Records, Taylor County, Texas, for the southeast corner of this described easement tract;

THENCE N89°47'31"W along the south line of this described easement tract and said Lot 24, for a distance of 5.00 feet to a calculated point for the southwest corner of this described easement tract;

THENCE N01°33'30"W along the west line of this described easement tract, and over and across said Lot 24, for a distance of 50.21 feet to a calculated point in the north line of said Lot 24 for the northwest corner of this described easement tract;

THENCE N89°42'33"E along the north line of this described easement tract and said Lot 24, for a distance of 5.00 feet to a calculated point at the intersection of the north line of said Lot 24 with the west line of said Maple Street for the northeast corner of this described easement tract;

THENCE S01°33'30"E along the east line of this described easement tract, and along the west line of said Maple Street, for a distance of 50.25 feet to the POINT OF BEGINNING, and containing 0.006 acres of land, more or less.

SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.
2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN MARCH, 2025.

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: APRIL 15, 2025

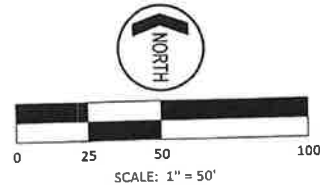


SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.006 ACRES
OUT OF
LOT 24, ETHERIDGE ADDITION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

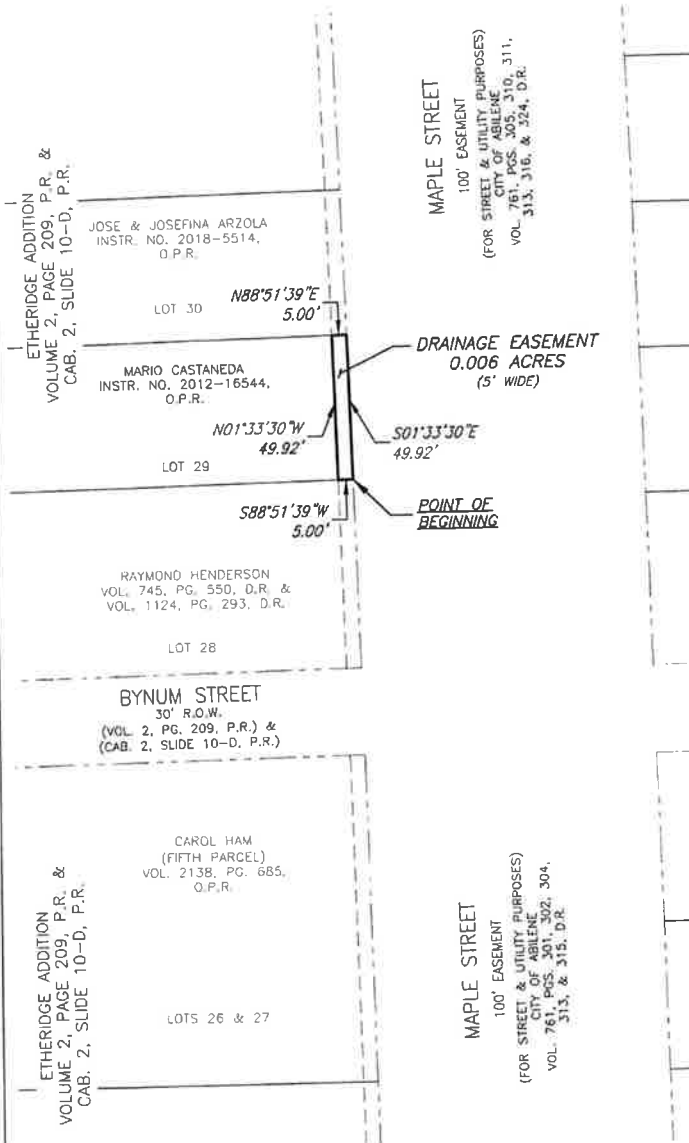


3465 CURRY LANE
ABILENE, TX 79608
325-695-1070
4920 S LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-584-9880

EXHIBIT "A"



SURVEYED FOR:
THE CITY OF ABILENE



LEGEND

- = FOUND 3/8 INCH REBAR ROD
- = FOUND 1/2 INCH REBAR ROD
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- P.R. = PLAT RECORDS, TAYLOR COUNTY, TEXAS
- D.R. = DEED RECORDS, TAYLOR COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING a 0.006 acre strip of land, a DRAINAGE EASEMENT, 5 feet wide, out of Lot 29, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas as shown by plats recorded in Volume 2, Page 209, Plat Records, Taylor County, Texas and Cabinet 2, Slide 10-D of said Plat Records. Said Lot 29 being conveyed in a Warranty Deed to Mario Castaneda recorded in Instrument No. 2012-00016544, Official Public Records, Taylor County, Texas. Said 0.006 acre DRAINAGE EASEMENT is more particularly described in metes and bounds as follows:

BEGINNING at a calculated point at the intersection of the south line of said Lot 29 with the west line of Maple Street (100 feet wide easement for street and utility purposes to the City of Abilene) as recorded in Volume 761, Pages 305, 310, 311, 313, 316, & 324, Deed Records, Taylor County, Texas, for the southeast corner of this described easement tract;

THENCE S88°51'39"W along the south line of this described easement tract and said Lot 29, for a distance of 5.00 feet to a calculated point for the southwest corner of this described easement tract;

THENCE N01°33'30"W along the west line of this described easement tract, and over and across said Lot 29, for a distance of 49.92 feet to a calculated point in the north line of said Lot 29 for the northwest corner of this described easement tract;

THENCE N88°51'39"E along the north line of this described easement tract and said Lot 29, for a distance of 5.00 feet to a calculated point at the intersection of the north line of said Lot 29 with the west line of said Maple Street for the northeast corner of this described easement tract;

THENCE S01°33'30"E along the east line of this described easement tract, and along the west line of said Maple Street, for a distance of 49.92 feet to the **POINT OF BEGINNING**, and containing 0.006 acres of land, more or less.

SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.
2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN MARCH, 2025.

Lee W. Rosenbaum

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: APRIL 15, 2025



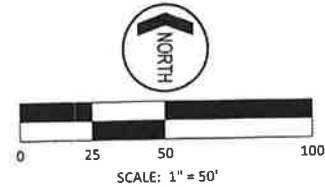
SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.006 ACRES
OUT OF LOT 29,
ETHERIDGE ADDITION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

3465 CURRY LANE
ABILENE, TX 79606
325-685-1070

4920 S LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375

1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880

EXHIBIT "A"



SURVEYED FOR:
THE CITY OF ABILENE

LEGEND

-  = FOUND 3/8 INCH REBAR ROD
 = FOUND 1/2 INCH REBAR ROD
 = EASEMENT BOUNDARY LINE (BOLD)
 = STREET RIGHT-OF-WAY LINE
 P.R. = PLAT RECORDS, TAYLOR COUNTY, TEXAS
 D.R. = DEED RECORDS, TAYLOR COUNTY, TEXAS
 O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING a 0.026 acre strip of land, a DRAINAGE EASEMENT, 5 feet wide, out of Lots 31-34 & The South-Half of Lot 35, Etheridge Addition out of the Southwest-Quarter of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas as shown by plats recorded in Volume 2, Page 209, Plat Records, Taylor County, Texas and Cabinet 2, Slide 10-D of said Plat Records. Said Lots 31-34 & The South-Half of Lot 35 being conveyed in a Warranty Deed to Jordan Bryan recorded in Instrument No. 202010905, Official Public Records, Taylor County, Texas. Said 0.026 acre DRAINAGE EASEMENT is more particularly described in metes and bounds as follows:

BEGINNING at a calculated point at the intersection of the south line of said Lot 31 with the west line of Maple Street (100 feet wide easement for street and utility purposes to the City of Abilene) as recorded in Volume 761, Pages 305, 310, 311, 313, 316, & 324, Deed Records, Taylor County, Texas, for the southeast corner of this described easement tract;

THENCE S88°51'39"W along the south line of this described easement tract and said Lot 31, for a distance of 5.00 feet to a calculated point for the southwest corner of this described easement tract;

THENCE N01°33'30"W along the west line of this described easement tract, and over and across said Lots 31-34 & The South-Half of Lot 35, for a distance of 223.21 feet to a calculated point in the north line of the South-Half of said Lot 35 for the northwest corner of this described easement tract;

THENCE N88°51'39"E along the north line of this described easement tract and the South-Half of said Lot 35, for a distance of 5.00 feet to a calculated point at the intersection of the north line of the South-Half of said Lot 35 with the west line of said Maple Street for the northeast corner of this described easement tract;

THENCE S01°33'30"E along the east line of this described easement tract, and along the west line of said Maple Street, for a distance of 223.21 feet to the POINT OF BEGINNING, and containing 0.026 acres of land, more or less.

SURVEY NOTES:

1. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.
2. JACOB & MARTIN, L.L.C IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.
3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCOMPASS THIS PROPERTY TO WHICH THE SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

THIS SURVEY DRAWING REPRESENTS A SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION, THE
FIELDWORK OF WHICH WAS COMPLETED IN MARCH, 2025.

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: APRIL 15, 2025



SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.026 ACRES
OUT OF LOTS 31-34 &
THE SOUTH-HALF OF LOT 35,
ETHERIDGE ADDITION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

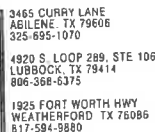
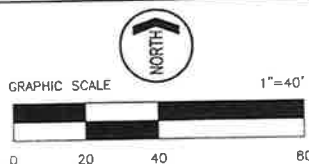


EXHIBIT "A"
SURVEYED FOR:
CITY OF ABILENE



POINT OF BEGINNING:
N=6,843,752.1'
E=1,591,703.2'

MAPLE STREET
(R.O.W. VARIES)
VOL. 761, PG. 317, D.R.
VOL. 761, PG. 318, D.R.

DRAINAGE EASEMENT
0.020 ACRES

N 89°41'50" E
13.26'

N 00°34'22" F 54.41'

S 00°34'22" W 64.41'

S 89°41'50" W
13.26°

JOHN J. TOOMB'S
SUBDIVISION
LOT 2,
S&E NORTH 20',
CAB. 2, SLIDE 12,
P.R.

HOMER H. HILLIS, JR.
VOL. 2553, PG. 237.
O.P.R.

JOHN J. TOOMB'S
SUBDIVISION
EAST PART OF LOT 7,
CAB. 2, SLIDE 12,
P.R.

W.H. VARNER
VOL. 1042, PG. 505,
D.R.

JOHN J. TOOMB'S
SUBDIVISION
LOT 1,
S&E NORTH 20',
CAB. 2, SLIDE 12,
P.R.

HOMER H.
HILLIS, JR.
TRACT 1
VOL. 1919,
PG. 967,
O.P.R.

HOMER H. HILLIS, JR.
TRACT 2
VOL. 1919, PG. 967.
O.P.R.

HOMER H. HILLIS, JR.
TRACT 3
VOL. 1919, PG. 967,
O.P.R.

SURVEY NOTES:

3. BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146876.

2. JACOB & MARTIN, LLC IS REGISTERED WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS UNDER FIRM NO. 10194493.

3. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THERE MAY BE EASEMENTS, COVENANTS, OR RESTRICTIONS THAT ENCUMBER THIS PROPERTY TO WHICH THIS SURVEY HOLDS NO RESPONSIBILITY. OWNERSHIP SHOWN PER TAYLOR COUNTY APPRAISAL DISTRICT.

METES & BOUNDS DESCRIPTION:

BEING a 0.020 acre tract of land, a **DRAINAGE EASEMENT**, out of the SW/4 of Section No. 48, Blind Asylum Lands, Abstract No. 624, City of Abilene, Taylor County, Texas and also being out of the east part of Lot 7, John J. Toomb's Subdivision, as shown per plat recorded in Cabinet 2, Slide 12, Plat Records, Taylor County, Texas and conveyed in a Warranty Deed to W.H. Varner, recorded in Volume 1042, Page 505, Deed Records, Taylor County, Texas. Said 0.020 acre **DRAINAGE EASEMENT** being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar rod with plastic cap stamped "J&M EASEMENT" (N=6,843,752.1', E=1,591,703.2') set for the northeast corner of the herein described easement tract, and being in the north line of said Lot 7, from which a 3/8 inch rebar rod found at the original northeast corner of Lot 2 of said John J. Toomb's Subdivision bears N89°41'50"E 18.66 feet, N00°34'22"E 139.39 feet, S84°31'38"E 69.02 feet, and N00°34'22"E 20.07 feet;

THENCE S00°34'22"W with the east line of the herein described easement tract, and over and across the east part of said Lot 7, for a distance of 64.41 feet, to a 1/2 inch rebar rod with plastic cap stamped "J&M EASEMENT" set for the southeast corner of the herein described easement tract, from which a 3/8 inch rebar rod found at the intersection of the occupied east right-of-way line of Maple Street with the south line of Lot 13 of said John J. Toomb's Subdivision bears S00°34'22"W 399.42 feet;

THENCE S89°41'50"W with the south line of the herein described easement tract, and along the south line of said Lot 7, for a distance of 13.26 feet, to a 1/2 inch rebar rod with plastic cap stamped "J&M BOUNDARY" set for the southwest corner of the herein described easement tract, and being at the southwest corner of the east part of said Lot 7, and being inside the occupied right-of-way of Maple Street;

THENCE N00°34'22"E along the west line of the herein described easement tract, and along the west line of the east part of said Lot 7, for a distance of 64.41 feet, to a 1/2 inch rebar rod with plastic cap stamped "J&M BOUNDARY" set for the northwest corner of the herein described easement tract, and being at the northwest corner of the east part of said Lot 7, and being inside the occupied right-of-way of said Maple Street;

THENCE N89°41'50"E along the north line of the herein described easement tract, and along the north line of said Lot 7, for a distance of 13.26 feet, to the **POINT OF BEGINNING**, and containing 0.020 acres of land, more or less.

LEGEND

- SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
- SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M EASEMENT"

EASEMENT BOUNDARY

ADJOINER LINES

EXIST, STREET R.O.W.

O.P.R. OFFICIAL PUBLIC RECORDS,
TAYLOR COUNTY, TEXAS

D.R. DEED RECORDS,
TAYLOR COUNTY, TEXAS

P.R. PLAT RECORDS,
TAYLOR COUNTY, TEXAS

S&E SAVE AND EXCEPT



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN MAY
2024.

2 W. Rosenbaum 10/30/2024
LEE W. ROSENBAUM, R.P.L.S. #6394

**SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.020 ACRES
OUT OF THE
SW/4 OF SECTION NO. 48,
BLIND ASYLUM LANDS, ABSTRACT NO. 624,
CITY OF ABILENE, TAYLOR COUNTY, TEXAS**

DRAWING COMPLETED: OCTOBER 30, 2024



3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
4920 S. LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-8375
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-584-9880

SURVEYED FOR:
THE CITY OF ABILENE

EXHIBIT "A"



SCALE: 1" = 50'

LEGEND

- = EXISTING FENCE CORNER POST
- = SET 1/2" REBAR ROD WITH CAP MARKED "J&M EASEMENT"
- = FND REBAR ROD AS INDICATED
- = FENCE
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- D.R. = DEED RECORDS, TAYLOR CO., TX
- P.R. = PLAT RECORDS, TAYLOR CO., TX
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TX
- N.T.S. = NOT TO SCALE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- ① = A 0.013-ACRE DRAINAGE EASEMENT SURVEYED THIS SAME DATE
- ② = A 0.003-ACRE DRAINAGE EASEMENT SURVEYED THIS SAME DATE

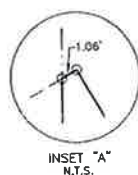
SURVEY NOTE:

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE GRID AND DETERMINED FROM GPS OBSERVATIONS AND RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.00014626.



THIS SURVEY DRAWING REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THE FIELDWORK OF WHICH WAS COMPLETED IN OCTOBER, 2024.

Mark T. Brown
MARK T. BROWN, R.P.L.S. NO. 4247
DATED: JUNE 3, 2025



Abilene I.S.D.
58.03 Acres
Vol. 650, Pg. 612
Deed Records
(Remainder)

FND OLD WOODEN CORNER POST FOR A S.E. CORNER OF THE LAUREN ENGINEERS & CONSTRUCTORS ADDITION PER CABINET 4, SLIDE 35, P.R.

Valley Creek Homes, LLC
Tract 1
Instr. No. 2025-05315
O.P.R.

LOT 1, BLOCK A,
SECTION 1,
PARKVIEW ADDITION
CAB. 2, SL. 318-B
P.R.

(SEE INSET "A")
N60°10'29"E
1.06'

INTERIOR CORNER OF
58.03-ACRE TR.
708.29' to P.O.B.
S89°08'06"E

Terry Woller et ux
6.66 Acres
Instr. No. 2023-21150
O.P.R.

S.W. corner
Lot 1

MAPLE STREET (100' R.O.W.)

TOMBSTONE RD.
(60' R.O.W.)

0.027
ACRE

METES AND BOUNDS DESCRIPTION

BEING 0.027 acre of land, a DRAINAGE EASEMENT, out Lot 1, Block A, Section 1, PARKVIEW ADDITION, City of Abilene, Taylor County, Texas, as shown by plat recorded in Cabinet 2, Slide 318-B, Plat Records of said Taylor County, Texas, Said Lot 1, Block A being conveyed to Valley Creek Homes, LLC as Tract 1 in a Warranty Deed With Vendor's Lien recorded in Instrument No. 2025-05315, Official Public Records, Taylor County, Texas. Said 0.027 acre drainage easement is more particularly described in metes and bounds as follows:

COMMENCING at a 10-inch wood fence corner post with coordinates of N=6,839,285.14' and E=1,590,431.18', at the N.E. corner of a 6.66-acre tract described in a deed to Terry Woller et ux recorded in Instrument No. 2023-21150, Official Public Records, Taylor County, Texas, same being the northerly southeast corner of a 58.03-acre tract described in a deed to Abilene Independent School District recorded in Volume 650, Page 612, Deed Records, Taylor County, Texas, and said corner post being in the west line of said Lot 1, and from which a 1/2-inch rebar rod found in the west right-of-way line of Maple Street and marking the southeast corner of said 6.66-acre tract bears S00°35'37"W 398.26 feet; THENCE S00°35'37"W 16.44 feet along the east line of said 6.66-acre tract and the west line of said Lot 1 to the southwest corner and POINT OF BEGINNING of this described easement tract, a set 1/2 inch rebar rod with cap stamped "J&M EASEMENT" (SET REBAR) having coordinates of N=6,839,268.70' and E=1,590,431.01', from which the south corner of said Lot 1 bears S00°35'37"W 80.62 feet, and said point of beginning being the southeasterly corner of a 0.003-acre drainage easement surveyed this same date;

THENCE N00°35'37"E 50.14 feet along said west line of Lot 1 and the east line of said 6.66-acre tract, passing said 10-inch corner post and then continuing along the common line between said 58.03-acre tract and said Lot 1 to a SET REBAR for a northerly corner of this easement tract, same being the northeasterly corner of a 0.013-acre drainage easement surveyed this same date;

THENCE over and across said Lot 1 the following calls;

- N60°10'29"E 1.06 feet to a SET REBAR;
- S29°49'31"E 27.87 feet to a SET REBAR;
- S71°13'04"E 23.67 feet to a SET REBAR in the westerly right-of-way line of Maple Street and easterly line of said Lot 1;

THENCE S21°10'42"W 30.03 feet along said right-of-way line to a SET REBAR for the southeast corner of this easement tract whence the south corner of said Lot 1 bears S21°10'42"W 76.66 feet;

THENCE N71°13'04"W 28.37 feet, over and across said Lot 1, along the southerly line of this tract to the POINT OF BEGINNING and containing: 0.027 acre (1175 square feet, more or less).

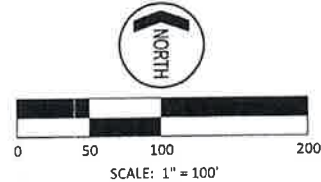
SURVEY DRAWING OF A DRAINAGE EASEMENT CONTAINING 0.027 ACRE

OUT OF LOT 1, BLOCK A, SECTION 1,
PARKVIEW ADDITION, CITY OF ABILENE,
TAYLOR COUNTY, TEXAS PER
PLAT OF RECORD IN CABINET 2, SLIDE 318-B
PLAT RECORDS, TAYLOR COUNTY, TEXAS



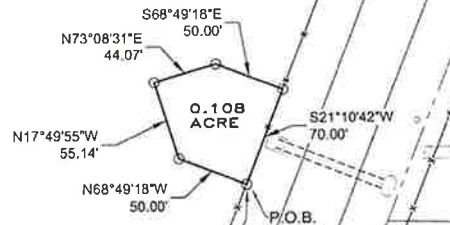
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
4920 S. LOOP 289, STE 106
LUBBOCK, TX 79414
806-368-6375
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880
TSPELS FIRM # 10194493

EXHIBIT "A"



SURVEYED FOR:
THE CITY OF ABILENE

LOT 1, BLOCK A,
SECTION 1,
PARKVIEW ADDITION
CAB. 2, SL. 318-B
P.R.



Abilene I.S.D.
58.03 Acres
Vol. 650, Pg. 812
Deed Records

Valley Creek Homes, LLC
Tract 1
Instr. No. 2025-05315
O.P.R.

LEGEND

- = EXISTING FENCE CORNER POST
- = END REBAR ROD AS INDICATED
- X—X— = FENCE
- = EASEMENT BOUNDARY LINE (BOLD)
- = DRAINAGE CULVERT UNDER MAPLE ST.
- - - - = STREET RIGHT-OF-WAY LINE
- D.R. = DEED RECORDS, TAYLOR CO., TX
- P.R. = PLAT RECORDS, TAYLOR CO., TX
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TX

METES AND BOUNDS DESCRIPTION

BEING 0.108 acre of land, a DRAINAGE EASEMENT, out of Lot 1, Block A, Section 1, PARKVIEW ADDITION out of Section 51, Blind Asylum Lands, Abstract No. 630, City of Abilene, Taylor County, Texas as shown by Plat recorded in Plat Cabinet 2, Slide 318-B, Plat Records, Taylor County, Texas. Said Lot 1, Block A, Section 1 being conveyed to Valley Creek Homes, LLC as Tract 1 in Warranty Deed With Vendor's Lien recorded in Instrument No. 2025-05315, Official Public Records, Taylor County, Texas. Said 0.108-acre drainage easement is more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 inch rebar rod with cap stamped "J&M EASEMENT", the coordinates thereof are N=6,839,754.92' and E=1,590,649.79', marking the southeast corner of this described easement in the east line of said Lot 1, Block A, Section 1, same being the west right-of-way line of Maple Street (100 feet wide), and from which the southerly corner of said Lot 1, Block A, Section 1 bears S21°10'42"W 608.0 feet;

THENCE over and across said Lot 1, Block A the following calls:

- N68°49'18"W 50.00 feet to a SET REBAR;
- N17°49'55"W 55.14 feet to a SET REBAR;
- N73°08'31"E 44.07 feet to a SET REBAR;
- S68°49'18"E 50.00 feet to a SET REBAR in said westerly right-of-way line;

THENCE S21°10'42"W 70.00 feet along said westerly right-of-way line to said POINT OF BEGINNING and containing 0.108 acre (4714 square feet, more or less). Said easement tract is centered on the drainage culvert crossing Maple Street.



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION.
THE FIELDWORK OF WHICH WAS COMPLETED IN
OCTOBER, 2024.

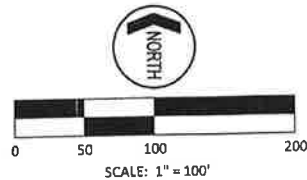
Mark J. Brown
MARK T. BROWN, R.P.L.S. NO. 4247
DATED: JUNE 3, 2025

SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.108 ACRE
OUT OF LOT 1, BLOCK A, SECTION 1,
PARKVIEW ADDITION, OUT OF SECTION 51,
BLIND ASYLUM LANDS, ABSTRACT NO. 630,
CITY OF ABILENE, TAYLOR COUNTY, TEXAS PER
PLAT OF RECORD IN CABINET 2, SLIDE 318-B
PLAT RECORDS, TAYLOR COUNTY, TEXAS



3465 CURRY LANE
ABILENE, TX 79606
325-995-1070
4820 S. LOOP 289, STE 106
LUBBOCK, TX 79414
806-366-8373
1925 FORT WORTH HWY
WEATHERFORD, TX 76089
817-594-9880
TPEPLS FIRM # 10194493

EXHIBIT "A"



SURVEYED FOR:
THE CITY OF ABILENE

LEGEND

- = EXISTING FENCE CORNER POST
- = FND REBAR ROD AS INDICATED
- X—X— = FENCE
- = EASEMENT BOUNDARY LINE (BOLD)
- = DRAINAGE CULVERT UNDER MAPLE ST.
- = STREET RIGHT-OF-WAY LINE
- D.R. = DEED RECORDS, TAYLOR CO., TX
- P.R. = PLAT RECORDS, TAYLOR CO., TX
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TX
- P.O.B. = POINT OF BEGINNING

METES AND BOUNDS DESCRIPTION

BEING 0.202-acre of land, a DRAINAGE EASEMENT, out of Lot 1, Block A, Section 1, PARKVIEW ADDITION out of Section 51, Blind Asylum Lands, Abstract No. 630, City of Abilene, Taylor County, Texas as shown by Plat recorded in Plat Cabinet 2, Slide 318-B, Plat Records, Taylor County, Texas. Said Lot 1, Block A, Section 1 being conveyed to Valley Creek Homes, LLC as Tract 1 in Warranty Deed With Vendor's Lien recorded in Instrument No. 2025-05315, Official Public Records, Taylor County, Texas. Said 0.202-acre drainage easement is more particularly described in metes and bounds as follows:

BEGINNING at a found 1/2 inch rebar rod with cap stamped "J&M EASEMENT" marking the northeast corner of this described easement and the southeast corner of a 1.08-acre drainage easement surveyed by Jacob Martin, LLC and said 1/2-inch rebar rod being in the east line of said Lot 1, Block A, Section 1, same being the west right-of-way line of Maple Street (100 feet wide), and from which the southerly corner of said Lot 1, Block A, Section 1 bears S21°10'42"W 608.0 feet;

THENCE S21°10'42"W 608.00 feet along said west right-of-way line of Maple Street and the east line of said Lot 1, Block A to a point for the most southerly corner of said Lot 1, Block A and being in the west line of a 6.66-acre tract described in a deed to Terry Woller et ux recorded in Instrument No. 2023-21150 of said Official Public Records, and being in the common line between Sections 50 and 51, Blind Asylum Lands;

THENCE N00°35'36"E 42.66 feet along the west line of said Lot 1, Block A, same being the east line of said 6.66-acre tract, and said common section line, to a point for the southwest corner of this easement tract;

THENCE N21°10'42"E 568.08 feet, over and across said Lot 1, Block A to a point in said 0.108-acre drainage easement surveyed by Jacob Martin, LLC for the northwest corner of this easement tract;

THENCE S68°49'18"E 15.00 feet to the POINT OF BEGINNING and containing 0.202 acre (8820 square feet) of land.



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN
MARCH, 2025.

Mark J. Brown
MARK T. BROWN, R.P.L.S. NO. 4247
DATED: JUNE 3, 2025

SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.202 ACRE
OUT OF LOT 1, BLOCK A, SECTION 1,
PARKVIEW ADDITION, OUT OF SECTION 51,
BLIND ASYLUM LANDS, ABSTRACT NO. 630,
CITY OF ABILENE, TAYLOR COUNTY, TEXAS PER
PLAT OF RECORD IN CABINET 2, SLIDE 318-B
PLAT RECORDS, TAYLOR COUNTY, TEXAS

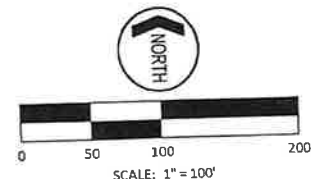


3465 CURRY LANE
ABILENE, TX 79608
325-695-1070
4900 S. LOOP 289, STE 106
LUBBOCK, TX 79414
800-368-6375
1825 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-6680
TPEPLS FIRM # 10194493

SURVEYED FOR:
THE CITY OF ABILENE

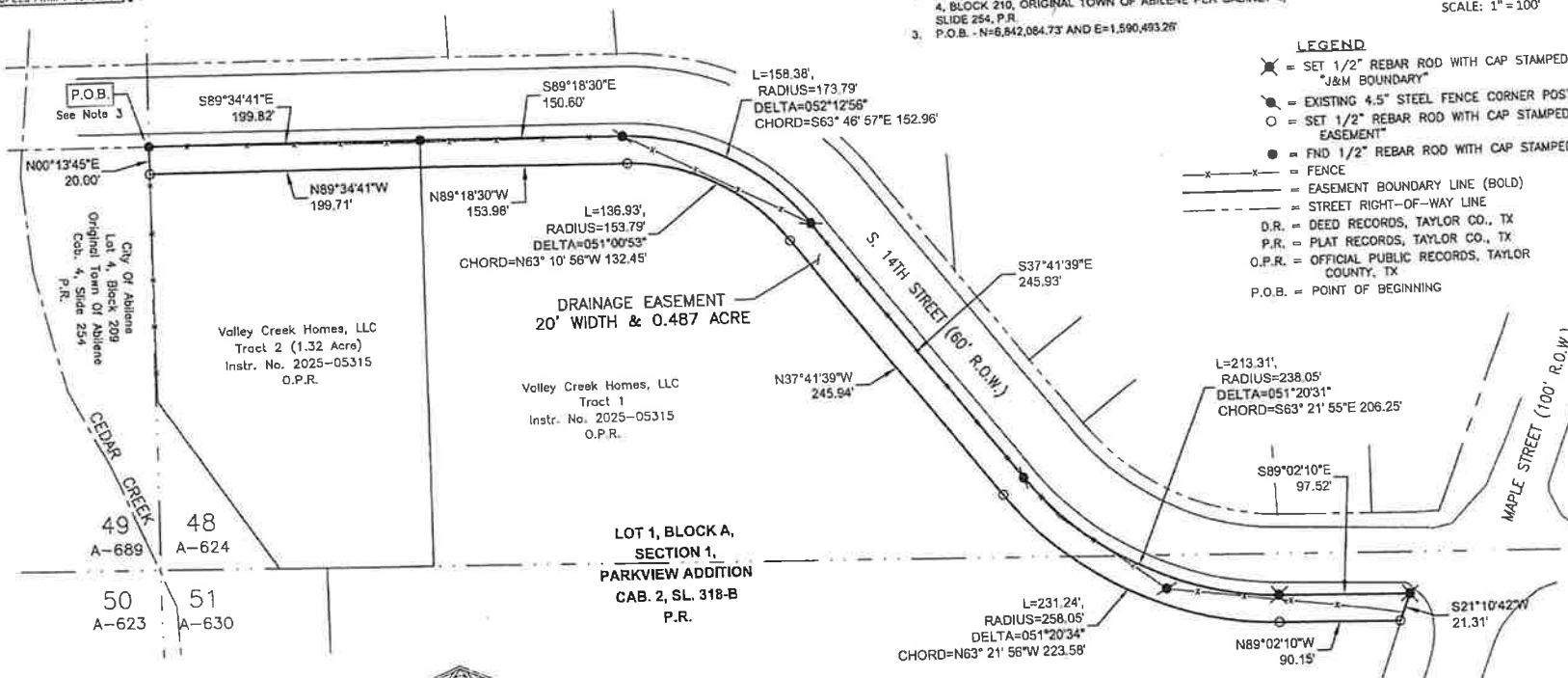
EXHIBIT "A"
PAGE 1 OF 2

- SURVEY NOTE:
1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE GRID AND DETERMINED FROM GPS OBSERVATIONS AND RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE AND NAD83. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.00014626.
 2. THE S.E. CORNER OF A-624 IS ALSO THE S.E. CORNER OF LOT 4, BLOCK 210, ORIGINAL TOWN OF ABILENE PER CABINET 4, SLIDE 254, P.R.
 3. P.O.B. - N=6,842,084.73' AND E=1,590,493.28'



LEGEND

- ✕ = SET 1/2" REBAR ROD WITH CAP STAMPED "J&M BOUNDARY"
- = SET 1/2" REBAR ROD WITH CAP STAMPED "J&M EASEMENT"
- = END 1/2" REBAR ROD WITH CAP STAMPED "JLW4885"
- = FENCE
- = EASEMENT BOUNDARY LINE (BOLD)
- = STREET RIGHT-OF-WAY LINE
- D.R. = DEED RECORDS, TAYLOR CO., TX
- P.R. = PLAT RECORDS, TAYLOR CO., TX
- O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TX
- P.O.B. = POINT OF BEGINNING



THIS SURVEY DRAWING REPRESENTS A SURVEY
MADE ON THE GROUND UNDER MY SUPERVISION,
THE FIELDWORK OF WHICH WAS COMPLETED IN
OCTOBER, 2024.

Mark J. Brown

MARK T. BROWN, R.P.L.S. NO. 4247
DATED: JUNE 3, 2025



SEE ATTACHED METES AND BOUNDS DESCRIPTION OF EQUAL DATE

SURVEY DRAWING OF A
DRAINAGE EASEMENT
CONTAINING 0.487 ACRE OF LAND,
BEING OUT OF LOT 4, BLOCK 210, ORIGINAL TOWN OF ABILENE
PER PLAT IN CABINET 4, SLIDE 254, PLAT RECORDS, TAYLOR CO., TX
AND LOT 1, BLOCK A, SECTION 1, PARKVIEW ADDITION
PER PLAT IN CABINET 2, SLIDE 318-B, PLAT RECORDS, TAYLOR CO., TX
CITY OF ABILENE, TAYLOR COUNTY, TEXAS

EXHIBIT "A"
PAGE 2 OF 2
METES AND BOUNDS DESCRIPTION

BEING 0.487 acre of land, a **DRAINAGE EASEMENT** adjacent to the south right-of-way line of S. 14th Street, City of Abilene, Taylor County, Texas and being out of Tract Nos. 1 and 2 described in a Warranty Deed With Vendor's Lien to Valley Creek Homes, LLC recorded in Instrument No. 2025-05315, Official Public Records, Taylor County, Texas with said Tract 1 being all of Lot 1, Block A, Section 1, PARKVIEW ADDITION, City of Abilene, Taylor County, Texas, per plat thereof recorded in Plat Cabinet 2, Slide 318-B, Plat Records, Taylor County, Texas, and Tract 2 being 1.32 acre out of Lot 4, Block 210, City of Abilene, Taylor County, Texas, per plat thereof recorded in Cabinet 4, Slide 254, Plat Records, Taylor County, Texas. Said 0.487-acre drainage easement is more particularly described in metes and bounds as follows:

BEGINNING at a found 1/2-inch rebar rod with cap stamped "JLW4885" (N=6,842,084.73' and E=1,590,493.26') and being in said south right-of-way line of S. 14th Street and in the west line of said Lot 4, Block 210, and being the northwest corner of said Tract 2, and being in the upper east bank of Cedar Creek;

THENCE along said south right-of-way line of S. 14th Street the following calls:

- S89°34'41"E 199.82 feet to a 1/2-inch rebar rod with cap (JLW4885) for the northeast corner of said Tract 2 and the northwest corner of said Tract 1 (Lot 1, Block A, Section 1, PARKVIEW ADDITION);
- S89°18'30"E 150.60 feet to a 4.5-inch steel corner post and beginning of a curve to the right;
- along said curve to the right having a radius of 173.79 feet, a delta angle of 52°12'56", a chord with bearing and length of S63°46'57"E 152.96 feet, a curve length of 158.38 feet to a 4.5-inch steel corner post;
- S37°41'39"E 245.93 feet to a 4.5-inch steel corner post and beginning of a curve to the left;
- along said curve to the left having a radius of 238.05 feet, a delta angle of 51°20'31", a chord with bearing and length of S63°21'55"E 206.25 feet, a curve length of 213.31 feet to a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" for the end of said curve to the left;
- S89°02'10"E 97.52 feet to a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" in the westerly right-of-way line of Maple Street for the northeast corner of said Lot 1, and this easement tract;

THENCE S21°10'42"W 21.31 feet along said westerly right-of-way line, same being the easterly line of said Lot 1 to a set 1/2-inch rebar rod with cap stamped "J&M EASEMENT" (henceforth being known as a SET REBAR) for the southeasterly corner of this easement tract;

THENCE along the south line of this easement, over and across said Tract 1, then said Tract 2, the following calls:

- N89°02'10"W 90.15 feet to a SET REBAR and beginning of a curve to the right;
- along said curve to the right having a radius of 258.05 feet, a delta angle of 51°20'34", a chord with bearing and length of N63°21'56"W 223.58 feet, a curve length of 231.24 feet, to a SET REBAR for the end of said curve;
- N37°41'39"W 245.94 feet to a SET REBAR and beginning of a curve to the left;
- along said curve to the left having a radius of 153.79 feet, a delta angle of 51°00'53", a chord with bearing and length of N63°10'56"W 132.45 feet, a curve length of 136.93 feet to a SET REBAR for the end of said curve;
- N89°18'30"W 153.98 feet to a point in the west line of said Tract 1 (Lot 1) and the east line of said Tract 2;
- N89°34'41"W 199.71 feet to a point in the west line of said Tract 2;

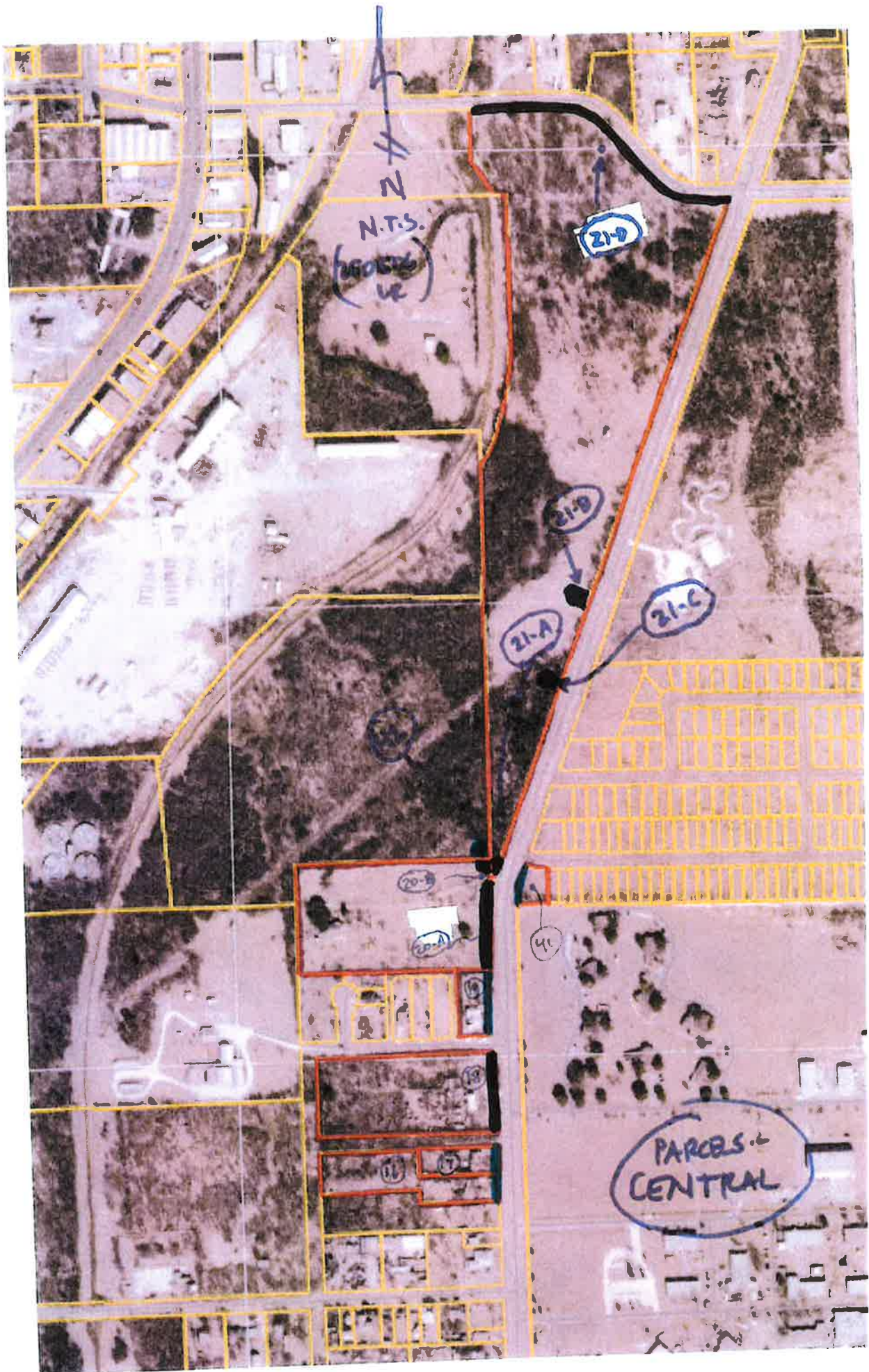
THENCE N00°13'45"E 20.00 feet along said west line of Tract 2 and the east upper bank of Cedar Creek to said **POINT OF BEGINNING** and containing 0.487 acre (21,235 square feet of land, more or less).

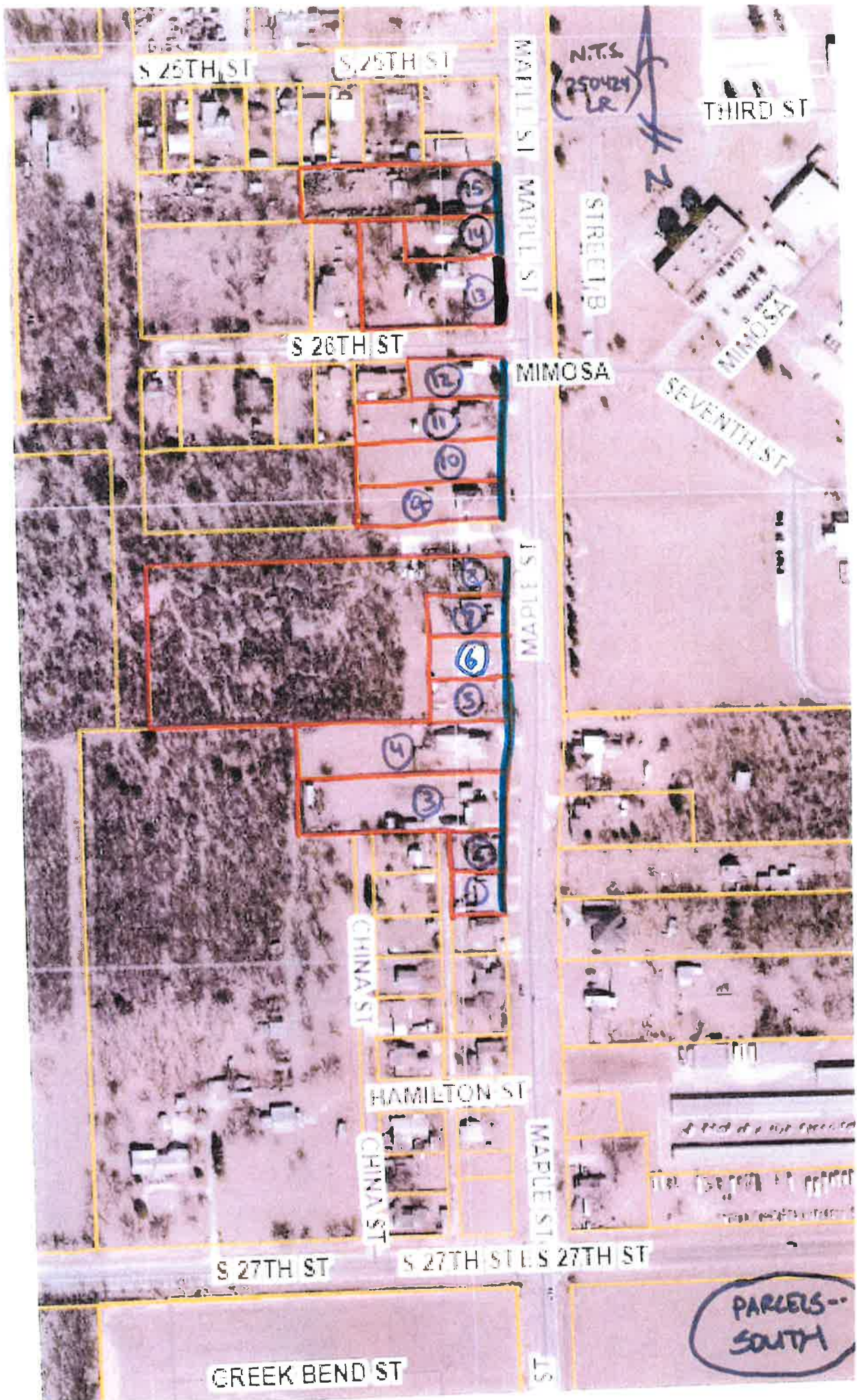
This date, June 3, 2025 the foregoing metes and bounds description was prepared from a survey made on the ground under my supervision. See attached survey drawing of equal date (Page 1 of 2 of this exhibit).

N.T.S.
(250506 LR)



PARCELS..
NORTH





**AUTHORIZE USE OF EMIMENT DOMAIN
FOR PUBLIC RIGHT OF WAY AND
DRAINAGE EASEMENTS
ALONG MAPLE STREET, HOLLYWOOD
DRIVE AND S. 14TH STREET**





**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney
ITEM: 24. 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. Peer Cities and Meet & Confer Agreements

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

3. Municipal Court Judge Applications and Appointment

E. 551.076 (Deliberations about Security Devices)

1. Cyber Security Update

F.551.087 (Business Prospect/Economic Development)

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:



**CITY COUNCIL
MEMORANDUM
1/22/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 25.

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

- Abilene-Taylor County Events Venue District Board
- Board of Building Standards
- Civil Service Commission

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 22nd day of January, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene-Taylor County Venue District Board</i>	
Kyle McAlister [New]	November 2027
<i>Board of Building Standards</i>	
Cache Tankersley [Regular] [New]	November 2027
<i>Civil Service Commission</i>	
Tammy Kister [New]	November 2028



Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Abilene-Taylor County Events Venue District Board
 - Kyle McAlister [New]
- Board of Building Standards
 - Cache Tankersley [Regular] [New] – General Contractor Position
- Civil Service Commission
 - Tammy Kister [New]





**CITY COUNCIL
MEMORANDUM
1/22/2026**

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

ITEM: 26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter Into a Facilities Management and Operation Agreement with Lone Star Golf Course Management, LLC., for Maxwell Golf Course (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene owns Maxwell Golf Course and all buildings. The contract services for management and operations of Maxwell Municipal Golf Course with West Texas Golf Systems, LLC. ended on September 30, 2025. The City has determined that it will require the services of a qualified and competent organization for the professional management of improvements, operation, and maintenance of Maxwell Municipal Golf course. The City received three proposals on November 13, 2025 for management services. Lone Star Golf Course Management, LLC., (Lone Star) was selected for the Facilities Management and Operation of Maxwell Municipal Golf Course.

The contract is for the rest of the FY26 fiscal year plus ten years with the option to renew for two 10 (ten) year periods. The City will receive golf data and financial information on a monthly basis and will meet with Lone Star on a quarterly basis. There will be a minimum of an annual inspection of the buildings and course. Lone Star will charge the FY26 City Council currently adopted Maxwell Golf Course fees with the ability to ask for adjustments as part of the City Council annual fee ordinance adoption process. Lone Star will retain 100% revenues from cart rentals, pro shop, and food and beverage sales. Lone Star and the City of Abilene will share profit on all land use. The revenues received by the City from the profit share will go into a designated fund to help offset future capital improvement expenses.

The goal is to open Maxwell Golf Course for play on Saturday, February 28, 2026. Not all first-year improvements will be complete by this date, but enough should be complete to open and be ready for the spring golf season and tournaments.

FUNDING/FISCAL IMPACT

Funding for improvements to Maxwell Golf Course of approximately \$300,000 from the Minor Improvement Funds. Exhibit B of the contract lists the improvements the City of Abilene has agreed to fund during the first year of operation. Staff is still working on bids, so exact dollars are not currently available. All improvements will be less than \$100,000 except for the roof replacement. The cost of the roof replacement is expected to be over \$100,000 and will require separate City Council approval.

STAFF AND/OR BOARD RECOMMENDATION

Staff is recommending approval of the Lone Star Golf Course Management LLC contract.

ATTACHMENTS:

1. 26_1_22 Resolution Contract Lone Star Golf Course Management for Maxwell
2. Maxwell Golf Course 1142026 Final
3. Exhibit A

4. Maxwell Repairs Exhibit B
5. Maxwell Profit Sharing Chart Exhibit C
6. 26_1_22 Presentation Maxwell Contract Lone Star Golf

BACKUP DOCUMENTATION UPDATED? No

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO A CONTRACT WITH LONE STAR GOLF COURSE MANAGEMENT, LLC., FOR THE FACILITY MANAGEMENT AND OPERATION AGREEMENT OF MAXWELL MUNICIPAL GOLF COURSE.

WHEREAS, the City is the owner of Maxwell Municipal Golf Course; and

WHEREAS, the contract services for management and operations of Maxwell Municipal Golf Course with West Texas Golf Systems, LLC., ended on September 30, 2025; and

WHEREAS, the City has determined that it will require the services of a qualified and competent organization for the professional management of improvements, operation, and maintenance of Maxwell Municipal Golf course; and

WHEREAS, the City received three proposals on November 13, 2025 for operation and management services for Maxwell Municipal Golf Course; and

WHEREAS, Lone Star Golf Course Management, LLC., was selected for the Facilities Management and Operation of Maxwell Municipal Golf Course.

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

Part 1: The City Council of the City of Abilene hereby authorizes the City Manager, or designee, to enter into a contract with Lone Star Golf Course Management, LLC., for the Facility Management and Operation of Maxwell Municipal Golf Course.

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

ADOPTED this 22nd day of January 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

MAXWELL GOLF COURSE FACILITY MANAGEMENT AND OPERATIONS AGREEMENT

STATE OF TEXAS §
COUNTY OF TAYLOR §

WHEREAS, the City of Abilene ("CITY") desires to contract with Lone Star Golf Course Management, LLC ("CONTRACTOR") for the management and operations of Maxwell Golf Course ("Course"); and,

WHEREAS, CONTRACTOR will be granted a concession to provide golf and related merchandise for sale, rent equipment, conduct golf lessons, host golf tournaments; collect green fees and memberships; and,

WHEREAS, CONTRACTOR desires to contract with the CITY and be granted the above-referenced concession, and CITY desires to contract with CONTRACTOR;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

I. GENERAL

A. PURPOSE

This Agreement is between the CITY and CONTRACTOR for the management and operations of the Course, and to grant to the CONTRACTOR certain concession rights as herein provided.

B. STATUS OF CONTRACTOR

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

C. TERM

The initial term of this Agreement shall begin on the date of signature execution of the parties below, and shall end on September 30, 2036. The contract may be renewed thereafter for a maximum of two successive ten (10) year terms, if agreed to by both parties in writing prior to the expiration of the initial or first successive term. If the CONTRACTOR desires to exercise the renewal option, it must notify the CITY at least one year in advance of the expiration of the initial or first successive term.

D. COMPENSATION

CONTRACTOR will maintain finances in a minimum of three different categories:

a. Land Use- This includes any use related to the golf course real property, including but not limited to rounds of golf, memberships, tournaments, lessons, driving range. The CONTRACTOR shall make and maintain a written record of all revenue and expenses. Expenses for the management and operation of the land may include but not limited to mowing, trimming, fertilizing, weed control, irrigation, pump house, lights, cart paths, labor, and routine building maintenance. The CONTRACTOR shall provide a detailed list of revenue and expenses within this category to the City on a quarterly basis. Revenue which exceeds expenses within the

quarterly period shall be paid to the CITY, and the CITY shall deposit this revenue in a City Golf Course Capital Improvements account. The CONTRACTOR and the CITY will finalize and true up the annual revenue at the first meeting after the closing of the CITY's fiscal year. Revenue share table is Exhibit C.

b. Cart Fees – The CONTRACTOR shall be solely responsible for all revenue and expenses for renting, leasing, purchasing, replacing, operating, and maintaining its golf carts and pull carts.

c. Food & Beverage/Pro Shop – The CONTRACTOR shall be solely responsible for all revenue and expenses for operations of the pro shop, food, beverages (including beer and wine), and merchandise.

E. TERMINATION

This Agreement may be terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, provided that the non-breaching party gives the breaching party written notice of such violation and a sixty (60) day cure period to remedy the violation; or (2) upon the giving of at least hundred eighty (180) days written notice by either party to terminate the Agreement for any reason.

Upon the termination of this Agreement, as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. All funds in the City Golf Course Capital Improvements account remain the property of the CITY.

F. HOURS OF OPERATION

The CONTRACTOR shall operate the golf course at all reasonable times. The CONTRACTOR shall submit the proposed hours of operation to the CITY on or before February 1 of each year/term. The CITY shall provide its approval as to the hours of operation or provide its disapproval within sixty (60) days of submission by CONTRACTOR.

G. MEMBERSHIP AND GREEN FEES

The CITY shall approve the green fees and membership fees annually as part of the Budget Process. Golf Course Fees may be adjusted as part of the City Council's Fee Ordinance.

The CONTRACTOR may set all other fees without CITY approval, including but not limited to lessons, tournaments, Food & Beverage, and merchandise.

II. INDEMNITY

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.

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.

III. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNT OF INSURANCE

The types of insurance required by Contractor in this contract are the following:

TYPE	AMOUNT
------	--------

<u> X </u>	1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> X </u>	2. Commercial (Public) Liability including, but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity)	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u> X </u>	3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

IV. RIGHTS AND DUTIES OF CONTRACTOR

A. OPERATE GOLF COURSE AND CLUBHOUSE

CONTRACTOR shall manage and operate the Golf Course and Clubhouse as described in Exhibit A and is authorized to operate the concessions granted herein, and receive rental fees therefrom.

B. MERCHANDISE FOR SALE IN PRO SHOP

In operating the concession granted herein, the CONTRACTOR shall at all times provide a selection of merchandise that is of suitable character and quality. CONTRACTOR shall maintain an attractive atmosphere within the Pro Shop.

C. PROVIDE EMPLOYEES

CONTRACTOR shall employ, train and manage adequate employees necessary to operate the Golf Course and to maintain the facilities as required by this Agreement. CONTRACTOR shall hold its employees accountable and verify their work accomplishments. CONTRACTOR shall follow the principles of equal opportunity for the hiring and promotion of its employees in that recruitment, employment, compensation, promotion, and other conditions of employment shall be without regard to race, color, religion, sex, age, national origin, or disability. Such employees are employees of the CONTRACTOR, and their wages and benefits are to be paid by CONTRACTOR, including all federal and state taxes, and reporting of said employees. Should the CITY receive complaints as to the management or operations of the Golf Course, CITY shall notify the CONTRACTOR, and CONTRACTOR shall take all reasonable steps to resolve the complaints.

CONTRACTOR shall have at least one certified golf professional on staff. A copy of the certification must be on file in the Parks and Recreation Department office.

The CITY will not provide employees to manage or operate the Golf Course.

D. RENTAL RECEIPTS

CONTRACTOR will act as an independent business in regard to the pro shop and golf lessons

conducted. The CONTRACTOR shall receive 100% of the Cart Fees and Food & Beverage/Pro Shop fees and concession as referenced in I. D.

E. TAXATION REQUIREMENTS

The CONTRACTOR shall collect and pay all taxes, including but not limited to federal income tax, state or local property taxes, sales taxes, as required by law. CONTRACTOR shall have its own federal tax identification number, state sales tax number, and any other necessary federal, state, or local permits, licenses. CONTRACTOR will be responsible for all record keeping to comply with this section, and such records shall be subject to review by the CITY at all reasonable times.

F. LESSONS

The CONTRACTOR shall provide a schedule of times for availability for lessons and the fees or charges for said lessons. CONTRACTOR shall provide the CITY with the schedule and fees or charges upon request.

G. MAINTENANCE OF PREMISES

The CONTRACTOR will be responsible for all operations, management, and maintenance of the property.

CONTRACTOR must maintain and operate the golf course in a clean and orderly manner, and promptly notify CITY if the golf course facility is not in good working order.

CONTRACTOR shall create and utilize a daily, weekly, monthly and annual checklist for maintenance requirements, and shall provide the checklist to the City upon request..

H. RECORD KEEPING AND ANNUAL REPORT OF ACTIVITIES

The CONTRACTOR shall provide to the CITY a Profit & Loss Statement, a Financial Income Statement, and a Balance Sheet on a monthly basis. These reports shall be provided no later than 30 days after the end of the preceding month.

The CONTRACTOR shall conduct an annual financial audit and provide the CITY with a copy.

CONTRACTOR shall submit a monthly participation report regarding Golf Course use.

I. TOURNAMENTS AND LEAGUES

All organized group play will be subject to approval by the CITY. Fees and charges for leagues and tournaments will be based upon course use, awards, materials, supplies, and additional help necessary to conduct a successful program.

J. ADVERTISING

The location, appearance, and content of advertising matter shall be subject to the control of the CITY. All fees collected from golf course signage advertising shall be considered revenue for land use of the

golf course. CONTRACTOR will be required to keep the website updated with current information pertaining to but not limited to tournaments, lessons, leagues, and camps.

The CONTRACTOR shall promote and market the operations and special events at the golf course. The CONTRACTOR shall use the Maxwell Golf Course name but may change the logo upon City review and approval.

K. UTILITIES/EFFLUENT WATER

The CONTRACTOR shall be responsible for all utility expenses, including gas, electricity, potable water, internet, and communications.

The City shall fund up to \$40,000 for effluent water use annually. The Operator may request an increase to this funding, and the City shall consider and evaluate the availability and viability of request for an increase of effluent water. Any increase in effluent water funding shall be documented in writing, signed by both parties.

L. PRINTING

CONTRACTOR is responsible for printing cost.

M.

CONTRACTOR will be responsible for providing the following services at the Maxwell Municipal Golf Course facilities:

1. Managing all golf course operations, including but not limited to; golf course rounds, driving range, pro-shop operations, starter and marshal services, food and beverage, tournaments, instruction, and special events.
2. Maintaining landscape and hardscape.
3. Recommending a Capital Improvement Plan.
4. Employing a PGA/LPGA Class "A" Professional (or equivalent) on the premises for a minimum of 40 hours per week, preferred.
5. Utilizing appropriate equipment to maintain all turf and landscape areas.
6. Provide snacks, food, and beverage concessionaire services to players.
7. Employ at least one employee, that is a Certified Food Safety Manager, and ensure all other employees involved in the preparation, storage, or service of food in a food facility obtain a Food Handler Card, pursuant to Texas Law.
8. Obtain and maintain an on-premises liquor license and comply with all rules and regulations regarding this licensure.
9. Purchase merchandise for sale in the pro shop.
10. Provide, maintain, and replace (as necessary) the furnishings, equipment, and fixtures for all buildings.
11. Provide golf carts as well as pull carts for public rental.
12. Maintaining and developing golf instruction programs and marketing efforts to attract new golfers of all ages.
13. Maintain a positive working relationship with community groups, such as the Chamber of Commerce, Abilene Convention and Visitors Bureau, and the City of Abilene Parks and Recreation Board.

14. Maintaining and establishing golf leagues, tournaments, in-house golf clubs, golf course policy manuals, and a junior golf program as needed.
15. Maintain all golf course-related buildings and facilities, including, but not limited to the Clubhouse, Pro Shop, cart barns, golf course restrooms, Point of Sale systems, alarms, phones, irrigation, communication systems, maintenance buildings, and related storage areas.
16. Collect and pay all fees and taxes.
17. Maintain records and finances in a manner that allows the City to audit accounting procedures, internal controls, records, supporting documents, and any additional documents/practices throughout the duration of this agreement.
18. Provide quarterly financial and operational reports which shall include financials, sales, activity (rounds, tournaments, etc.), maintenance activities, and improvements.
19. Effectively and aggressively market the course and course activities.
20. The City shall conduct an annual inspection of the grounds and buildings.
21. Green Fees shall be approved annually through the City annual budget process. Fees for tournaments, clinics, food and beverage, merchandise etc. shall be set by the Operator.
22. ISD schools shall have access with the ability to play/practice. A reasonable fee for ISD access and use shall be reviewed and approved by the City prior to implementation by the Operator.

N. ONE YEAR REVIEW

The City shall meet with the Operator in November, Annually, to review and discuss all operations, revenues, and expenses and consider any changes to the contract.

V. DUTIES OF CITY

A. NO PROVISION OF PERSONNEL

The CITY is providing no personnel.

B. OVERSIGHT

The CITY may inspect the property and/or buildings at any time. The CITY shall inspect the property and evaluate the conditions on an annual basis.

The CONTRACTOR and the CITY shall meet quarterly to go over all finances, operations, statistics, and capital improvements.

C. PREMISES

The CITY owns and is responsible for anything permanently connected to the land, buildings, or the permanent infrastructure.

D.

The City shall invest in Capital Improvements during year one of this Agreement as outlined in Exhibit B.

Capital Improvements shall be defined as permanent improvements to the land or the buildings, with a total cost of Twenty Thousand dollars (\$20,000) or greater. The CONTRACTOR shall

recommend Capital Improvements to the CITY for review and consideration. The CITY will use funds from the Golf Course Capital Improvements account to make Capital Improvements to the Golf Course property. The CITY shall procure and manage the contracts and payment for these Capital Improvements.

VI. MISCELLANEOUS

A. EQUAL OPPORTUNITY

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

Admission to or use of the golf course facilities shall not be made on the basis of race, creed, color, sex, national origin, religion, or disability.

CONTRACTOR warrants that it will abide by all applicable non-discrimination, wage and hour, and other applicable laws governing his employees.

B. VENUE, CHOICE OF LAW AND INTERPRETATION

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

C. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

D. INDEBTEDNESS TO CITY

CONTRACTOR agrees that no payments owed by him of any nature whatsoever to the CITY, including payment in advance for 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 person in arrears to the CITY for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. CONTRACTOR is responsible for ensuring that no indebtedness exists.

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

E. NOTICE

Whenever the Agreement calls for CONTRACTOR to provide information to the CITY, it shall be provided in writing to the party listed below. All other notices must also be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City - ATTN: Director of Parks and Recreation
P.O. Box 60
Abilene, TX 79604.

Contractor -ATTN: Kyle King, Lone Star Golf Course Management, LLC
7401 Security Lane
Abilene, TX 79602

F. NO ASSIGNMENT

The CONTRACTOR shall not assign or sublet any of the rights, privileges or concessions granted under this agreement without first obtaining prior written approval of the CITY.

~~(b)~~

G. COMPLIANCE WITH LAWS

Contractor shall observe and obey all Federal, State, and Local laws and regulations and shall further not permit the violations of such laws and regulations by persons upon the premises.

K. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties and may not be changed, amended or modified except by agreement in writing, signed by both parties.

EXECUTED this, the 22 day of January, 2026.

By: _____

**Kyle King, Owner
Lone Star Golf Course Management, LLC**

By: _____

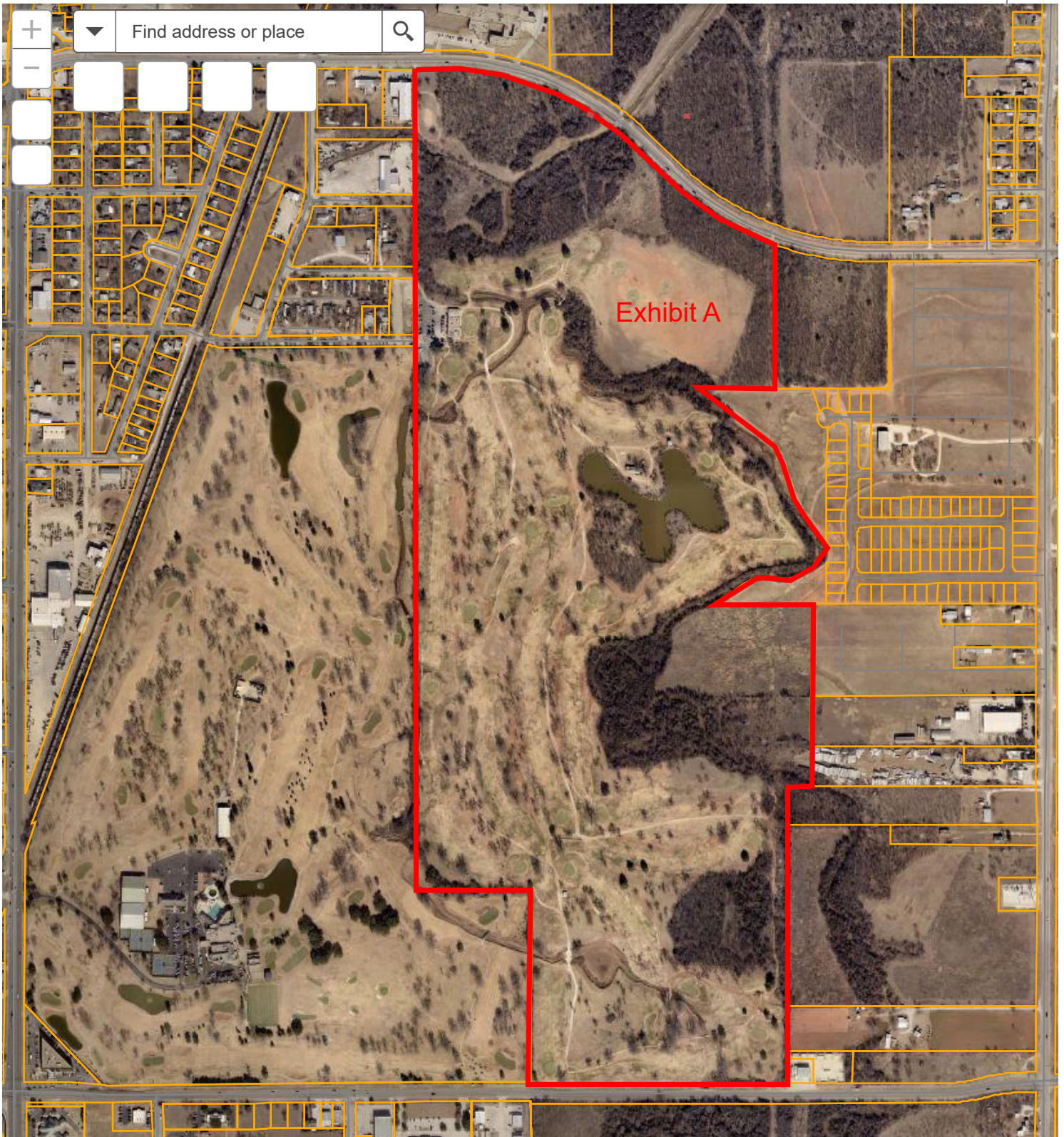
Emily Crawford, City Manager

ATTEST:

By: _____
City Secretary

APPROVED:

By: _____
City Attorney



600ft

loading...

Maxwell Repair		
Pro Shop	Cost Estimates	Repaired by
Disconnect hose by cabinets	\$0	Facilities
Closet behind water fountain needs vent added to discharge line and supply line to water fountain needs to be reworked	\$100	Facilities
Replace water heaters and bring up to code	\$5,000	Contractor
Replace roof and replace ceiling tiles throughout bldg.	\$120,000	Contractor
Replace flooring	\$35,000	Contractor
Cart Storage		
Two lights on exterior wall need electrical reworked on the interior of the building	\$50	Facilities
Outlet box needs to be repaired in the interior of the building	\$50	Facilities
Disconnect Romex from interior box that leads to the exterior	\$0	Facilities
All overhead door support beams need to be repaired	\$4,000	Contractor
Secure and insulate water lines and add vacuum breakers to hose bibs	\$250	Facilities
Maintenance Shop		
New roof	\$30,000	Contractor
Tear down carport	\$3,000	Contractor
Level chemical building and replace door	\$2,500	Contractor
Pump House		
VFD Drive	\$15,000	Contractor
Grounds		
Fence Repair	\$80,000	Contractor
Strip the parking lot	\$0	Public Works
Estimated Total	\$294,950	

Maxwell Golf Course Profit Sharing %

(Net Profit in \$1,000)		Operator		City		Operator Total	City Total
0	100	10%	10	90%	90	10	90
100+	200	20%	20	80%	80	30	170
200+	300	30%	30	70%	70	60	240
300+	400	40%	40	60%	60	100	300
400+	500	50%	50	50%	50	150	350
500+	600	60%	60	40%	40	210	390
600+	700	70%	70	30%	30	280	420
700+	800	80%	80	20%	20	360	440
800+		90%	90	10%	10	450	450

Note: Revenues for \$900K

Lone Star Golf Course Management, LLC., Contract Facilities Management and Operation of Maxwell Municipal Golf Course





General Information:

- Contract with Lone Star Golf Course Management, LLC., for the facilities management and operations of Maxwell Municipal Golf Course.
- The City received three proposals on November 13, 2025 for operation and management services for Maxwell Municipal Golf Course.
- Lone Star Golf Course Management, LLC., was selected for the Facilities Management and Operation of Maxwell Municipal Golf Course.
- Funding for improvements to Maxwell Golf Course of approximately \$300,000 from the Minor Improvement Funds.





General Maxwell Repairs:

- General repairs to Pro Shop to include:
 - Replace roof, ceiling tiles, flooring and hot water heaters
- General repairs to Cart Barn to include:
 - Lights, electrical, overhead door supports, insulate water lines
- General repairs to Maintenance Barn to include:
 - New roof, tear down carport, level chemical building
- General grounds repairs to include:
 - Fence repair
 - Stripe parking lot
- Repairs to Pump House to include:
 - Replace VFD drive

