



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 February 12, 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. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 22, 2026, and the Special Retreat Meeting Held on February 5, 2026 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 2, 2026, for the Purpose of Electing Members to City Council Place 3, Place 4, and Mayor **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 2, 2026, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors to Fill a Vacancy **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase One Kenworth T180 Cab and Chassis with a Dur-a-lift DPM2 Two-Person Bucket Body with Hoist from MHC Kenworth Abilene of Tye, Texas for the Signs, Signals and Lighting Division **(Don Green)**
7. **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)**
8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Change Order 1 to the Contract with Bontke Brothers for Bonzana Drive Extension **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Street Use License Agreement Extended Term with Energy Transfer Fuel, LP **(Max Johnson)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Street Use License Agreement Extended Term with West Texas Rehabilitation Center Foundation **(Max Johnson)**
11. **Ordinance (First Reading):** Receive a Report, Hold a Discussion, and Take Action on Amending Chapter 27, "Solid Waste," Article IV, "Prohibitions," Section 27-26, "Prohibited Acts" and 27-27, "Exceptions," of the Abilene Municipal Code. **(Max Johnson)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Commissioning of Christopher Robin (100 Acre Woods Series) Sculpture, the Acceptance of the Christopher Robin Sculpture on Winnie, and Reinstallation and Acceptance of the Green Bunny Sculpture as part of the City Sculpture Series **(Lesli Andrews)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2026 Revised Budget **(Marjorie Knight)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Assignment and Assumption of Development Agreement Between the City of Abilene, Texas and Red Dirt Holdings, LLC, Assignor, to Lantana Meadows, LLC, Assignee **(Michael Rice)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a Provider of

Network Services (*Troy Swanson*)

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a Provider of Project Services (*Troy Swanson*)
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Continued Growth LLC for the Construction of Two New Single-Family Residences (*Tim Littlejohn*)
18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with West Texas Custom Builders for 1241 Locust St. (*Tim Littlejohn*)
19. **Ordinance (First Reading) Z-2026-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.65 Acres from Planned Development District (PDD-116) to General Commercial (GC) Zoning. Located at 2002 Jameson Street. (*Tim Littlejohn*)
20. **Ordinance (First Reading) Z-2026-07:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.87 Acres from General Retail (GR) to Light Industrial (LI) Zoning. Located at 5601 Memorial Dr. (*Tim Littlejohn*)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Bid #CB-2622 for the Fire Station 6 Bathroom Repair and Remodel (*Cande Flores*)
22. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding RFP #CB-2620 for the Abilene Zoo- Africa (Phase 1 of Master Plan) to The Crowe Group, Inc. (*Lesli Andrews*)
23. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Resolution of Support and Confirming No Objection for a Senior Apartment Complex Located at 1333 N 6th St. (*Tim Littlejohn*)
24. **Ordinance (Final Reading) CUP-2026-01:** 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 Contractor Services. Located at 8050 Buffalo Gap Road. (*Tim Littlejohn*)
25. **Ordinance (Final Reading) Z-2026-01:** 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 Residential Single-Family (RS-6) to General Commercial (GC). Located at 1900 West Stamford Street. (*Tim Littlejohn*)
26. **Ordinance (Final Reading) Z-2026-03:** Receive a Report, Hold a Discussion and Public Hearing, 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*)
27. **Ordinance (Final 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*)
28. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Dowtech Specialty Contractors, Inc. for the Rental, Emergency Installation, and Operation of Temporary Blower and Variable Frequency Drive (VFD) Systems at the Hamby Wastewater Reclamation Facility (*Matthew Dane*)
29. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Emergency Contract with United Rentals, Inc. for Sewer Bypass Pumping Services

EXECUTIVE SESSION

30. **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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties,

discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

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 6th day of February, 2026 at 4:40 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 22, 2026, and the Special Retreat Meeting Held on February 5, 2026 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on January 22, 2026, and the Special Retreat Meeting Held on February 5, 2026

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 01-22-2026 Minutes - Regular - Morning
2. 02-05-2026 - Special - Retreat

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 2/10/2026

CITY COUNCIL MEETING
January 22, 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 22, 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 Deputy City Secretary Kaitlin Richardson.

Mayor Weldon Hurt led the invocation.

Blair Watson, 5th Grader at Alcorta Elementary, and Elijah Steed, 3rd Grader at Austin 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

- Dyess Airmen Exceptional Performance Recognition:
 - Councilmember Price presented the following airmen with awards:
 - Technical Sergeant Valerie Stabler
 - Staff Sergeant Kaige Stone
- Proclamations:
 - National Mentoring Month – accepted by Big Brothers Big Sisters

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-20.

Item(s) pulled for individual consideration:

- Item 10 – Councilmember Price
- Item 19 – Councilmember Price

Item(s) pulled from consideration prior to the meeting:

- Item 6

PUBLIC COMMENTS

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

- Erik Johnson
- Tammy Fogle
- Jerod Crockett

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

CONSENT AGENDA

Councilmember Craver moved to approve the consent agenda, consisting of items 4-5, 7-9, 11-18 and 20. Councilmember 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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 8, 2026
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
[ASSIGNED RESOLUTION NO. 06-2026]
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
[ASSIGNED RESOLUTION NO. 08-2026]
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
[ASSIGNED RESOLUTION NO. 09-2026]
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
[ASSIGNED RESOLUTION NO. 10-2026]
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
[ASSIGNED RESOLUTION NO. 12-2026]
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
[ASSIGNED RESOLUTION NO. 13-2026]
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.
[ASSIGNED RESOLUTION NO. 14-2026]
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
[ASSIGNED RESOLUTION NO. 15-2026]
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
[ASSIGNED RESOLUTION NO. 16-2026]

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
[ASSIGNED RESOLUTION NO. 17-2026]
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.
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.
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.

ITEMS PULLED FROM CONSIDERATION

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.
[NOT CONSIDERED]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 11-2026]

Having pulled the item, Councilmember Price wanted to point out why the amount for this purchase is not the same in the resolution as in the contract.

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

Councilmember Price moved to approve the item as presented. Councilmember 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

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.

Having pulled the item, Councilmember Price stated he doesn't agree that General Commercial is the best fit for this location. General Commercial is more intensive use than what the current zoning is, in the middle of a neighborhood. He would like to see a comparison with Neighborhood Retail in the second reading.

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

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 18-2026]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would direct staff to issue the publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation for Waterworks and Sewer Improvements. Matthew Dane, Director of Water Utilities, also spoke on the item and went over the needs for these certificates of obligation in relation to upcoming water projects.

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. Mayor Pro-tem Yates seconded the motion; motion carried.

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

22. 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
[DENIED]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would award the bid to Justice Construction for the Brush Center building project. Council discussed the scope of the project at length, stating concerns on the pricing of the project.

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

- Mike Thompson
- Jo Bengs
- Eric Bengs

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

Councilmember Beard moved to deny the item. Deputy Mayor Pro-tem Regan seconded the motion; motion carried.

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

23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on 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
[ASSIGNED RESOLUTION NO. 20-2026]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would authorize the initiation of condemnation proceedings to acquire public right-of-ways along Maple Street, Hollywood Drive and South 14h Streets.

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.

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

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

NAYS (0): None

EXECUTIVE SESSION

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

24.A.551.071 (Consultation with Attorney)

17. Brennon and Brittany Manske v. City of Abilene; Case No. 1;25-cv-000172-H

21. Peer Cities and Meet & Confer Agreements

24. B.551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

24. E.551.076 (Deliberations about Security Devices)

1. Cyber Security Update

The Executive Session ended at 10:34 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 21-2026]

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

Board	Term End Date
<i>Abilene-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

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

Councilmember Craver moved to approve the item as presented. Councilmember 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

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
[ASSIGNED RESOLUTION NO. 22-2026]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would authorize a facilities management and operation agreement with Lone Star Golf Course Management, LLC for Maxwell Golf Course.

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

- Kyle King, Lone Star Golf Course Management
- Tammy Fogle

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

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

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 10:52 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
February 5, 2026 at 9:00 a.m.

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

The City Council of the City of Abilene, Texas met in Special Session on February 5, 2026, at 9:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Miguel Espinoza and Travis Craver. Mayor Pro-tem Yates was absent. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Weldon Hurt led the invocation and led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

This special called meeting was held for the purpose of holding a City Council retreat for strategic visioning purposes.

PUBLIC COMMENTS

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

- Shawnte Flemming
- Tammy Fogle

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

AGENDA ITEMS

2. City Council Strategic Vision Planning Session & Discussion

a. Welcome, Overview Cycle of Strategic Visioning, and 4th Dimension Leadership

City Manager Emily Crawford introduced Mike Mowery with Strategic Government Resources (SGR) who will facilitate today's retreat. Mr. Mowery introduced himself and went over his background and shared some insight on his strategic visioning process. He went over the differences between strategic visioning and strategic planning - visioning is the Council's responsibility and planning is about procedures, budgeting, personnel, etc., that is more the responsibility of staff. He presented a graph of the cycle of strategic visioning, that includes community input, staff input and plans, Council envisioning and affirming, staff executing and adjustments. The three questions council needs to answer in this process is 1) what good are we going to do, 2) who is going to benefit from it, and 3) at what cost?

Mr. Mowery asked for Council's thoughts on this visioning process he presented. Mayor Hurt talked about community input and how important it is. Mr. Mowery presented a diagram of leadership classes, including strategic, systematic, operational and relational leadership. He went over the definitions and differences between each type of leadership in detail. Strategic leadership is all about culture, and at the top of the diagram he presented.

Mr. Mowery split the Council, the City Management team, and Department Directors all up into small groups and asked them to talk about which leadership system they are best at and which they

need improvement on. After the small group discussion, Council presented their strengths and weaknesses they came up with in the discussion.

b. Reputational Drivers (What Do We Want to be Known For?)

Mr. Mowery talked about what reputational drivers are and asked what the council wants to be known for as the council, organizationally, and community-wise. What is true about them? Small groups discussed these topics for a few minutes then presented their two best reputational drivers out loud to the group. The items presented included clear visioning, taking care of each other, diverse unification, being responsive, common sense economic development policies, magnet for professionals, exceptional service, adaptability, fiscal responsibility, departments being in sync, being an attractive employer, high quality of life, reliability, faith and trust in each other, and high integrity.

Mayor Hurt recessed the meeting for a break from 10:07 a.m. to 10:17 a.m.

c. Pressing Issues Strategic Plan Must Address

Mr. Mowery split the Council and staff up into different groups to talk about pressing needs and what really matters. After returning to the larger group, everyone presented the needs they discussed. The needs presented were housing, water, legislative mandates passed down from the state, streets, the Firemen's Relief & Retirement fund, sustainable succession planning, clear visioning, eagerness for change and innovation, communications, cost of/lack of childcare, funding to sustain needs, and a five year capital program.

Mr. Mowery took each of the needs individually to discuss in depth. For housing, incentives for housing, zoning ordinances, free market response, types of housing and what we want the city to look like down the road in that regard, RV park sustainability, rental shortages, Dyess and the B21 changes that will affect us, and student housing for the universities were discussed.

Water was discussed next, including funding requests from the TWDB, the Cedar Creek Reservoir and the challenges that project has presented along the way, and responding to the needs of breakages in older infrastructures, which includes responding to the breakages versus replacing things ahead of the breakages.

The discussion on streets included the Street Maintenance Fee and the issue with it being a set fee and what inflation does to that, the Street Maintenance Advisory Board process and the input they receive from residents, which is a good funnel for projects, the pavement index report that was done in the past, and trying to replace streets faster than the declination occurs on that index.

The Firemen's Relief & Retirement Fund was discussed only briefly, as there are committees currently working on solving that problem.

The discussion on succession planning centered around not losing institutional knowledge, retaining quality employees, CDL drivers, and competing with private organizations for employees.

Funding challenges related to mandates were discussed next. The potential of the elimination of property tax without another replacement for that revenue was a major concern discussed, and no one wants to see a 22% sales tax because of the property tax going away or being reduced. No solution that works comes to mind, but everyone would love to see other options to replace that revenue. Ms. Crawford expressed her concerns about being able to continue to offer our exceptional service and all the things we provide with a more limited budget, and how that would

affect the organization as a whole.

A five-year capital improvement plan is something Council would like to see done, as they would prefer to fix things ahead of any breakages and not have to use unbudgeted funds to cover that when we didn't take care of minor maintenance level needs ahead of time. Councilmember Price shared his thoughts on that process and the importance of not getting in a hole in regard to buildings and infrastructure, and wants to see that process come back.

d. SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)

Council and staff stayed in their small groups to talk about the strengths, weaknesses, opportunities and threats the City is facing, then returned to the large group and discussed each separately afterwards.

For strengths, growth, Council's healthy team dynamic and communication, local economy momentum, stable staff, community support, support of military, police and fire, and geographic location were listed.

For weaknesses, competitive wages for staff, aging infrastructure, long-term CIP plan needs, agility in the changing times, deferred maintenance, retention of younger staff, uninformed populace, and resistance to change were listed.

For opportunities, Lake Fort Phantom and capitalizing that area, leveraging AI for cost comparisons, the current fast-paced growth occurring, educational growth, more opportunities for younger professionals seeking jobs here, economic growth and retaining that long-term, I-20 and Loop 322 developments, crowning jewels in quality of life potentials/amenities, what we can accomplish with additional revenue coming in, and Dyess Air Force Base and the AI data centers bringing in new things were listed.

For threats, cyber security, staff retention, water, cost escalation, state legislature, need for proper planning for the growth coming our way, safety and having a potential target on our back with our name being out in the world were all listed.

Mayor Hurt recessed the meeting for a break for lunch from 11:27 a.m. to 12:00 p.m.

After the break, Mr. Mowery refreshed the top 10 drivers discussed so far:

1. Clear Vision
2. Care for one another
3. Diversified unification in Council
4. Responsive, reliable & adaptive
5. Common-sense economic development that allows infrastructure to keep pace
6. High quality of life with attractive amenities
7. Exceptional customer service
8. Operational Excellence & attractive employer
9. Fiscal responsibility
10. Impeccable integrity

e. Defining Success

Mr. Mowery broke the everyone up into groups again to discuss the question "What if we were more successful than we could possibly imagine – even in our wildest dreams?" and to come up with a headline news story about this would say. The groups discussed this together and wrote up

headlines they wanted to see. A spokesperson from each group presented their headlines. The takeaway from this exercise was that we genuinely have potential here in Abilene, and we need to collaborate to make big things happen. The threat is not dreaming too big but setting the bar too low and not trying to go above and beyond. Everyone wants Abilene to be a prosperous city and to thrive. Organizations become what you talk about, so it's important to talk about the things you want to see to then put things in motion to achieve them.

After discussion, Mr. Mowery asked everyone to pick the most strategic "headline" out of each group's answers. One group was obviously focused on Abilene but with energy being the top strategic item. The second group's top strategic item was quality of life, and secondary as tech partnerships. The third group's was a 15-year plan becoming a national model for mid-sized cities. And the last group's was relentless innovation and Dyess Air Force Base.

f. Strategic Priorities

Mr. Mowery gave each Councilmember five index cards and asked them to write one idea per card, listing their top five long-term, strategic priorities. He asked them to write them in a "verb + object" pattern, like "increase revenue". He then paired two Councilmembers together based on seniority to split up and narrow their combined ten cards down to five between them.

The three groups listed these as their top five priorities:

- 1) Strengthen Dyess, steward of resources, improved infrastructure, public safety, and diversify economy.
- 2) Community engagement, public safety, increase housing development, growth around Lake Fort Phantom, and address incentive.
- 3) Encourage development, increase amenities, competitive wages for City staff, increase housing, and improve the development around I20 and Business 80.

Improved infrastructure, public safety, housing, and economic development were all mentioned more than once and highlighted. These were all discussed at length, as well as which of the ones not highlighted that could fit under one of the highlighted categories, and which ones not highlighted should be. Some can be under economic development. Public safety and competitive wages for staff can be combined into one. Stewarding resources can go with economic development.

Mayor Hurt recessed the meeting for a break from 1:20 p.m. to 1:30 p.m.

g. Developing Objectives for Each of the Strategic Priorities

The group was split up again into three small groups to cover part of the strategic priorities above. One for community engagement, one for infrastructure, and one for resources for public safety and the organization. The objectives for each group were to identify milestones to ensure we are moving in the right direction on these priorities, as well as a "what do you mean by that?" for each one. Each group worked to come up with the answers individually and then came back together.

Group one was Infrastructure, and highlighted fund infrastructure development that exceeds asset deterioration, continue planning for Cedar Ridge Reservoir, prioritize proactive preventative maintenance over repair to extend life of assets, reestablish a rolling 5 year CIP informed by master plans, and ensure infrastructure does not impede economic development.

Group two was Public Safety and City Organization, and they highlighted a well-coordinated hiring plan across all departments, CIP for technology efficiency, proactive technology and

getting ahead of things, multi-year service level, and maintain a competitive workforce per national public safety standards.

Group three was Community Engagement, and they highlighted to need to be the preeminent source of municipal information, proactive public education initiatives, quality effective internal communications, and purposeful collaboration with voices from across the community.

After the first round, the remaining two priorities of Economic Development and Housing Stock were discussed in different groups with the same elements above.

Group one was Economic Development, and they highlighted incentivizing training and development of tradespeople, plan for infrastructure repairs after major construction initiatives (i.e. Dyess and AI Centers), increase investments in lifestyle amenities, and diversifying economic development funding sources.

Group two was Housing Stock, and they highlighted optimizing zoning and land development regulations, identify and promote infrastructure-ready areas for housing, create a neutral developer engagement process, and evaluate opportunities to modify floodplain and floodway constraints.

The group came back together after that discussion and Mr. Mowery spoke about what he will do next with the information gathered today. He will compile the data into a report that Council can then approve at a later meeting as their new strategic vision. After that is approved, staff can begin to develop a strategic work plan around that, and identify specific initiatives needed to support that plan.

Council spoke about the takeaways from this retreat, which included:

- highlighting staff and the interactions between them and Council for the day
- the communication between both groups
- the importance of taking a step back from the bigger picture so they can reevaluate things that they might not have considered previously
- how far the city has come in the last 10-15 years in a positive direction
- being deliberate about the applications of our resources
- the need for strategic visioning like this
- seeing each department's view of the City and what is important to them and their area of expertise
- the talent that each of the department directors displayed today.

Ms. Crawford thanked the Council for taking the risk and doing this type of retreat and being engaged through the whole process. Council and staff thanked Mr. Mowery for leading everyone through the process today and for a providing a successful visioning process.

ADJOURNMENT

There being no further business, the meeting adjourned at 3:14 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: **3. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 2, 2026, for the Purpose of Electing Members to City Council Place 3, Place 4, and Mayor (Shawna Atkinson)**

GENERAL INFORMATION

Article III (Elections), Section 24 (Annual elections), of the Abilene City Charter provides for the order of an election for those members whose terms are expiring and that the election shall be held on such date as prescribed by the election laws of the State of Texas. Further, Section 25 (Regulation of Elections), requires all elections be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

In May 2026, the terms expire for City Council Places 3, 4, and the Mayor. Therefore, an election must be held for City Council Places 3, 4, and the Mayor on May 2, 2026.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 2nd election, the deadline for ordering the election is Friday, February 13, 2026. Thursday, February 12, 2026, is the last City Council meeting day to order the election without having to schedule a special meeting. Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

FUNDING/FISCAL IMPACT

None.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

ATTACHMENTS:

1. ENGLISH Resolution Order 2026 General Election - Places 3, 4 & Mayor
2. SPANISH Resolution Order 2026 General Election - Places 3, 4 & Mayor
3. Presentation - Ordering 2026 General Election
4. Exhibit A - PROPOSED ED County Wide Vote Centers
5. Exhibit B - PROPOSED EV Schedule

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FROM PLACE 3 AND ONE COUNCILMEMBER FROM PLACE 4 AND MAYOR.

WHEREAS, Taylor County, pursuant to Texas Election Code 43.007 allows the Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in May; and,

WHEREAS, each countywide polling place must allow a voter to vote in the same election in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places; and

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <https://www.taylorcounty.texas.gov/212/Elections> or by contacting:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <https://www.taylorcounty.texas.gov/212/Elections> or by contacting:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Monday, April 20, 2026, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

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

An election is hereby ordered to be held on Saturday, May 2, 2026, for the purpose of:

Electing one Councilmember from Place 3 and one Councilmember from Place 4,
and Mayor for the City of Abilene.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 2 DE MAYO DEL 2026, CON EL PROPÓSITO DE ELEGIR UN MIEMBRO DEL CONSEJO PARA EL LUGAR 3 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 4 Y EL ALCALDE.

CONSIDERANDO que, el Condado de Taylor, conforme con el Código de Elección de Texas 43.007 que permite que la Corte de Comisionados del Condado a participar en el programa para eliminar en la elección del condado los casillas electorales por recinto y establecer casillas electorales a lo largo y ancho del condado por cada elección que tiene lugar en la fecha uniforme de elección en Mayo; y,

CONSIDERANDO que, cada casilla electoral a lo largo y ancho del condado debe permitir a un votante votar en la misma elección en la cual el votante tiene derecho a votar en el recinto de elección del condado en el cual reside el votante; y

CONSIDERANDO que, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar casillas electorales a lo largo y ancho del condado; y

CONSIDERANDO que, las ubicaciones de los centros de votación son las designadas en el Anexo A adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y cuales cambios, si corresponde, se incluyen en esta resolución por referencia y pueden encontrarse por visitando la página web del condado de Taylor: <https://www.taylorcounty.texas.gov/214/Current-Election> o contactando:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

CONSIDERANDO que, la votación anticipada se llevara a cabo en las ubicaciones y fechas establecidas por Taylor County, Texas, como se refleja en el Anexo B adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y, en su caso, los cambios, se hace parte de esta resolución por referencia y se puede encontrar visitando la página web del condado de Taylor: <https://www.taylorcounty.texas.gov/214/Current-Election> o contactando:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Lunes, 20 de Abril del 2026, y enviarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

AHORA POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS:

Una elección se pide por este medio para que se lleve acabo el Sabado, 2 de Mayo del 2026, para el propósito de:

Elegir un Miembro del Consejo para el Lugar 3, y un Miembro del Consejo para el Lugar el Alcade de la Ciudad de Abilene.

Que esta resolución tomará efecto inmediatamente y después de su paso, según lo indicado abajo.

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 12 de fevrio del 2026.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

Resolution: Ordering a General Election for May 2, 2026





General Election Order

- Election Day: Saturday, May 2, 2026
- Ballot: City Council Places 3, 4 & Mayor
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only for the contract with Taylor County to be approved in the next item
- Early Voting: Monday April 20 through Tuesday, April 28, 2026
- Election Day Voting: Saturday, May 2, 2026
- Canvass tentatively scheduled for Tuesday, May 12, 2026 - time TBD (Special Mtg.)
- Runoff Election, if needed: Saturday, June 13, 2026



PROPOSED

COUNTY WIDE VOTE CENTER LOCATIONS
UBICACIONES DE LOS CENTROS DE VOTACIÓN EN TODO EL CONDADO
Taylor County - Condado de Taylor

Joint City and School General & Special Elections – May 2, 2026
Elecciones Generales y Especiales Conjuntas de la Ciudad y el Distrito Escolar – 2 de mayo de 2026
7:00 a.m. – 7:00 p.m.

Taylor County voters may vote at **ANY ONE** of the following locations on Election Day
Los votantes del Condado de Taylor pueden votar en **CUALQUIERA** de los siguientes lugares
el día de las elecciones

Vote Center <i>Centro de votación</i>	Physical Address <i>Dirección física</i>	Location <i>Ubicación</i>
Abilene City Hall	555 Walnut Street, Abilene TX 79601	Main Foyer <i>Vestíbulo principal</i>
Buffalo Gap Church of Christ	741 Litel Street, Buffalo Gap TX 79508	Fellowship Hall <i>Salón de Reuniones</i>
Christian Service Center	922 Woodlawn Drive, Abilene, TX 79603	Multi-Purpose Room East Wing <i>Sala de Usos Múltiples Ala Este</i>
ECCA Volunteer Fire Department	6870 FM 89, Tuscola, TX 79562	Main Room <i>Sala Principal</i>
First Baptist Church – Merkel	307 Locust Street, Merkel, TX 79536	Family Life Center/ <i>Centro de Vida Familiar</i>
First Baptist Church – Tuscola	702 Kent Street, Tuscola, TX 79562	Sanctuary <i>Santuario</i>
First Church of the Nazarene	2849 Beltway South, Abilene, TX 79606	Gym <i>Gimnasia</i>
Grace & Mercy Community Church	1402 Grape Street, Abilene, TX 79601	Fellowship Hall <i>Salón de Reuniones</i>
Hillcrest Church of Christ	650 E. Ambler Ave., Abilene, TX 79601	Multi-Purpose Room - Gym <i>Sala de Usos Múltiples - Gimnasio</i>
Lawn Baptist Church	518 Avenue D, Lawn, TX 79530	Family Life Center <i>Centro de Vida Familiar</i>
Minda Street Church of Christ	701 Minda Street, Abilene, TX 79602	Multi-Purpose Room <i>Sala de usos múltiples</i>
New Beginnings United Pentecostal	5535 Buffalo Gap Road, Abilene, TX 79606	Sanctuary <i>Santuario</i>
River of Life Church	539 Hwy 83/84, Abilene, TX 79606	Main Foyer <i>Vestíbulo Principal</i>
Southern Hills Church of Christ	3666 Buffalo Gap Road, Abilene, TX 79605	Foyer at Main Sanctuary <i>Vestíbulo del Santuario Principal</i>
Taylor County Plaza	400 Oak Street, Abilene, TX 79602	Suite 101-A <i>Suite 101-A</i>
Tye Community Center	103 Scott Street, Tye, TX 79563	Main Room <i>Sala Principal</i>
Victory Free Methodist Church	3333 S. 11 th Street, Abilene, TX 79605	West Building Multi-Purpose Room <i>Sala de Usos Múltiples del Edificio Oeste</i>
View Baptist Church	250 Boynton Road, Abilene, TX 79606	Fellowship Hall <i>Salón de Reuniones</i>
Westminster Presbyterian Church	4515 South 14 th Street, Abilene, TX 79605	Gym <i>Gimnasia</i>

EARLY VOTING SCHEDULE
CALENDARIO DE VOTACIÓN ANTICIPADA
April 20, 2026 – April 28, 2026
20 de abril de 2026 – 28 de abril de 2026

MAIN EARLY VOTING LOCATION		
Taylor County Plaza 400 Oak Street, Suite 101-A Abilene, TX 79602 Extended Hours	April 20th	8:00 a.m. – 5:00 p.m.
	Monday (<i>lunes</i>)	
	TUESDAY, APRIL 21st – NO VOTING (San Jacinto Day – Legal Holiday) MARTES, 21 DE ABRIL – NO HAY VOTACIONES (Día de San Jacinto Día festivo oficial)	
	April 22nd – April 24th	8:00 a.m. – 5:00 p.m.
	Wednesday – Friday (<i>miércoles – viernes</i>)	
	April 27th & April 28th	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
TEMPORARY BRANCH LOCATIONS		
Mall of Abilene (<i>Movie Theatre Entrance</i>) 4310 Buffalo Gap Road Abilene, TX 79606	April 20th	10:00 a.m. – 6:00 p.m.
	Monday (<i>lunes</i>)	
	TUESDAY, APRIL 21st – NO VOTING (San Jacinto Day – Legal Holiday) MARTES, 21 DE ABRIL – NO HAY VOTACIONES (Día de San Jacinto Día festivo oficial)	
	April 22nd – April 24th	10:00 a.m. – 6:00 p.m.
	Wednesday – Friday (<i>miércoles – viernes</i>)	
	April 27th & April 28th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Abilene City Hall (<i>east entrance</i>) 555 Walnut Street Abilene, TX 79601	April 20th	8:00 a.m. – 5:00 p.m.
	Monday (<i>lunes</i>)	
	TUESDAY, APRIL 21st – NO VOTING (San Jacinto Day – Legal Holiday) MARTES, 21 DE ABRIL – NO HAY VOTACIONES (Día de San Jacinto Día festivo oficial)	
	April 22nd – April 24th	8:00 a.m. – 5:00 p.m.
	Wednesday – Friday (<i>miércoles – viernes</i>)	
	April 27th & April 28th	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
United N. 10th & Willis 920 N. Willis Street Abilene, TX 79603	April 20th	10:00 a.m. – 6:00 p.m.
	Monday (<i>lunes</i>)	
	TUESDAY, APRIL 21st – NO VOTING (San Jacinto Day – Legal Holiday) MARTES, 21 DE ABRIL – NO HAY VOTACIONES (Día de San Jacinto Día festivo oficial)	
	April 22nd – April 24th	10:00 a.m. – 6:00 p.m.
	Wednesday – Friday (<i>miércoles – viernes</i>)	
	April 27th & April 28th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	

April 20, 2026 – Last day to RECEIVE an application for a Ballot by Mail.
20 de abril de 2026 - Último día para RECIBIR una solicitud de Boleta por Correo.

Page 1 of 1



**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor and Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 2, 2026, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed (*Shawna Atkinson*)

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 2, 2026. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

City Council will be authorizing a General Election for Saturday, May 2, 2026, for the purpose of electing members to the City Council for Place 3 (at-large), Place 4 (at-large) and Mayor (at-large). This item provides for election services for this election.

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 2, 2026 General Election is \$73,770.28. After the filing period closes on February 13th, the list of participating jurisdictions will be available. At this time, there is only a cost estimate from Taylor County, who performs a post-election audit of the actual expenses incurred to conduct the election(s). The City will receive the invoice for payment after the audit is finalized.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the Resolution authorizing the joint election agreement and contract for election services with Taylor County Elections Department.

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Places 3, 4 & Mayor
2. Estimated Cost_CityAbilene
3. Cost_%Share
4. Joint Election Agreement_Contract_CITY ABILENE
5. Presentation - Elections Contract 2026

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD SATURDAY, MAY 2, 2026.

WHEREAS, the City Council has ordered a general election to be held Saturday, May 2, 2026; and

WHEREAS, the general election is for the purpose of electing members to City Council Places 3, 4 and Mayor; and

WHEREAS, it is the desire of the Abilene City Council to continue contractual services with Taylor County for the administration of its general elections as done in the past; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places, which serves as a further convenience to City of Abilene qualified voters to vote at any of the authorized locations for both election day and early voting; and

WHEREAS, Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

WHEREAS, Taylor County may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary pursuant to Section 83.052 of the Texas Election Code for the proper administration of the election; and

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 2, 2026, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

That the contract will provide that the Elections Administrator is to perform or supervise the performance of any or all of the corresponding duties and functions for the election as required under the terms of the Joint Election Agreement and Contract for Election Services.

That the City of Abilene shall have the option of extending the terms of this agreement through its runoff election, if applicable, and in the event of such a runoff election, the terms of this agreement shall automatically extend unless the City notifies the Elections Administrator in writing within 10 days of the original election.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 12th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ESTIMATED COST

City of Abilene General Election

Saturday, May 2, 2026

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	17,700.00		
Verity Scanners @ \$500.00 each	\$	7,000.00		
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	375.00		
EVID Electronic Poll Books		No Charge	\$	25,075.00

Election Day

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	49,500.00		
Verity Scanners @ \$500.00 each	\$	20,000.00		
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	625.00		
EVID Electronic Poll Books		No Charge	\$	70,125.00

Equipment Transport - Delivery & Pickup	\$	1,600.00	\$	1,600.00
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LEGAL

Internal L&A Testing		No Charge		
Notice of Public L&A Testing (post on website only)		No Charge		
Notice of Election	\$	2,000.00	\$	2,000.00

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	780.00		
Election Day	\$	1,200.00		

Internet Connectivity @ Polling Locations	\$	100.00		
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Security - EV Deputies & CCS Deputies		1500		
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Printing & Processing Mail Ballots

1,000 @ \$3.00 each (includes postage)	\$	3,000.00		
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DUO Ballot Paper - In Person Voting @ \$0.24/per sheet

Estimated voter turnout - 10,000.00	\$	2,400.00		
			\$	8,980.00

PERSONNEL

Early Voting Ballot Board	\$	300.00		
Central Counting Station	\$	700.00		
Early Voting	\$	25,000.00		
Election Day	\$	27,000.00		
County Employee Overtime	\$	7,000.00	\$	60,000.00

TOTAL ESTIMATED COST FOR ELECTION	\$	167,780.00
--	----	------------

Total Estimated Cost of Election	\$167,780.00
Less \$1,000 base cost for each entity that will potentially hold elections	\$14,000.00
Total to be used to allocate % Cost to each entity	\$153,780.00

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district as of 1/30/26

City of Abilene portion of cost - 42.96% of \$153,780.00	\$	66,063.89		
Base Cost	\$	1,000.00		
Sub Total	\$	67,063.89		

10% Administrative Fee (minimum \$75.00)	\$	6,706.39		
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TOTAL ESTIMATED COST	\$	73,770.28
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ESTIMATED

**Cost Share per Political Subdivision
Joint City and School General Elections
May 2, 2026**

District	# of Registered Voters as of 01/30/26	% Share
<i>City of Abilene</i>	69,462	42.96%
<i>City of Impact</i>	17	00.01%
<i>City of Tye</i>	788	00.49%
<i>City of Merkel</i>	1,571	00.97%
<i>City of Trent</i>	198	00.12%
<i>City of Tuscola</i>	677	00.42%
<i>Town of Buffalo Gap</i>	466	00.29%
<i>City of Lawn</i>	209	00.13%
<i>Abilene ISD</i>	56,417	34.89%
<i>Wylie ISD</i>	21,372	13.22%
<i>Merkel ISD</i>	3,912	02.42%
<i>Trent ISD</i>	370	00.23%
<i>Jim Ned CISD</i>	6,149	03.80%
<i>Blackwell CISD</i>	81	00.05%
TOTAL	161,689	100.00%

Total <i>Estimated</i> Cost of Election (<i>less 10% Admin Cost</i>)	\$167,780.00
Less \$1,000 Base Charge per Entity	\$14,000.00
Total to be used to allocate % Cost to each entity	\$153,780.00

District	%Share	Cost	Base Charge	10% Admin	<u>Total Estimated Cost</u>
<i>City of Abilene</i>	42.96%	\$66,063.89	\$1,000.00	\$6,706.39	\$73,770.28
<i>City of Impact</i>	00.01%	\$15.38	\$1,000.00	\$101.54	\$1,116.92
<i>City of Tye</i>	00.49%	\$753.52	\$1,000.00	\$175.35	\$1,928.87
<i>City of Merkel</i>	00.97%	\$1,491.67	\$1,000.00	\$249.17	\$2,740.84
<i>City of Trent</i>	00.12%	\$184.54	\$1,000.00	\$118.45	\$1,302.99
<i>City of Tuscola</i>	00.42%	\$645.88	\$1,000.00	\$164.59	\$1,810.47
<i>Town of Buffalo Gap</i>	00.29%	\$445.96	\$1,000.00	\$144.60	\$1,590.56
<i>City of Lawn</i>	00.13%	\$199.91	\$1,000.00	\$119.99	\$1,319.90
<i>Abilene ISD</i>	34.89%	\$53,653.84	\$1,000.00	\$5,465.38	\$60,119.22
<i>Wylie ISD</i>	13.22%	\$20,329.72	\$1,000.00	\$2,132.97	\$23,462.69
<i>Merkel ISD</i>	02.42%	\$3,721.48	\$1,000.00	\$472.15	\$5,193.63
<i>Trent ISD</i>	00.23%	\$353.69	\$1,000.00	\$135.37	\$1,489.06
<i>Jim Ned CISD</i>	03.80%	\$5,843.64	\$1,000.00	\$684.36	\$7,528.00
<i>Blackwell CISD</i>	00.05%	\$76.88	\$1,000.00	\$107.69	\$1,184.57
TOTAL	100.00%	\$153,780.00	\$14,000.00	\$16,778.00	\$184,558.00

NOTE: ***Final Actual Cost will be based upon number of registered voters
that registered by the deadline of April 2, 2026***

**THE STATE OF TEXAS
COUNTY OF TAYLOR**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator,” and the City of Abilene, hereinafter referred to as “Political Subdivision” or the “District” and individually a “Party” and together, the “Parties.”

This joint election agreement and contract for election services (“Agreement”) is made pursuant to Texas Election Code Sections 31.092 and 271.002, as amended, for a joint **May 2, 2026**, election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

WHEREAS, The City of Abilene will hold a General Election on the uniform election date of May 2, 2026 (the “Election”) to elect Mayor, City Council Place 3, and City Council Place 4.

WHEREAS, the City of Abilene, Texas is located in Taylor and Jones Counties, Texas. The City will contract with the elections administrator of Taylor County to conduct all aspects of the Election for the City’s registered voters in both Taylor and Jones Counties.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic Verity Duo Voting System, Version 2.7 which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code, as amended, and this Agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for the District’s proportionate share of equipment, supplies, services, and administrative costs as provided in this Agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of the Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision regarding the Election.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Agreement. The Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such cases all parties sharing common territory shall share a joint ballot on the County’s electronic voting system at the applicable polling locations.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required Election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or applicable Texas law.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling location program. Voters from political subdivisions participating in this Joint Election may cast a ballot at any polling location open for this Election. The Elections Administrator will coordinate and arrange for Early Voting and Election Day voting locations. The Elections Administrator shall notify each participating political subdivision of the voting locations and any necessary changes to such locations.

If polling places for the May 2, 2026 Joint Election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 22, 2026 at the entrance to any previous polling locations in the jurisdiction stating that the polling location has changed and stating the polling location names and addresses in effect for the May 2, 2026 election.

The Parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, including, but not limited to, complying with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code, as amended. The Elections Administrator shall recruit polling location officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of Election officials if necessary.

The Elections Administrator shall notify all Election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, as amended, and will take the necessary steps to ensure that all Election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all Election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding Election judges to pick up their Election supplies. Each presiding Election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of Election supplies, and the number of Election clerks that the presiding judge may appoint for the Election.

Each Election judge and clerk will receive compensation at an hourly rate established by the County pursuant to the Texas Election Code Section 32.091, as amended. Judges and Clerks will be compensated for actual time spent working at a polling location and time spent attending any training classes required to successfully conduct the Election.

The Election judge will receive an additional sum of \$25.00 for picking up the Election supplies prior to Election Day and for returning the supplies and equipment to the Central Counting Station after the polls have closed.

The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on Election night will be compensated at the rate set by the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all Election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the Election judges at the polling locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of all candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Ballot drawing shall be conducted by each political subdivision and the results of such drawing shall be reported to the Elections Administrator. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code, as amended. The participating authorities agree to appoint the Elections Administrator's permanent County employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code, as amended.

The Elections Administrator will coordinate and arrange for the use of early polling locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early polling locations will be determined. The Elections Administrator shall notify each participating political subdivision of the early polling locations and any necessary changes to such locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early polling locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code, as amended. Any requests for early voting ballots to be voted by mail for the Election received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The Election Administrator shall appoint the Presiding Judge and Alternate Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code, as amended, and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, as amended, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Dan Murray, Assistant Elections Administrator
Presiding Judge	To be determined
Alternate Judge	To be determined

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the Election results as polling locations report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the Election to the joint participants, candidates, press, and public by distribution of hard copies or electronic transmittals by facsimile (when requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-Election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such a runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by the Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions so participating.

Any expenses incurred in the rental of polling location facilities shall be pro-rated among the participants in the Joint Election.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this Joint Election.

Each participating political subdivision shall share the cost and reimburse the County for the wages of Early Voting Election Clerks that are appointed and employed to work at the early polling locations.

Each participating political subdivision agrees to reimburse the County for the wages for Election Day Judges and Clerks.

Each participating political subdivision shall share the cost and reimburse the County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of the County in accordance with Section 31.100(e) of the Texas Election Code, as amended.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of the district's total proportionate share of the Election cost in accordance with Section 31.100(d) of the Texas Election Code, as amended.

Estimated cost of services is stated in Attachment "A" hereto.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its Election in accordance with applicable law. In the event of cancellation under this section, the Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of any cancellation notice.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the Election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act, as amended. The Election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code, as amended. If records of the Election are involved in any pending Election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the Political Subdivision to bring to the attention of the Elections Administrator any notice of pending Election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code, as amended. The Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's Election equipment and polling locations, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there shall be an adjustment of the share to be paid to the County by the participating authorities, as appropriate.

2. The Elections Administrator shall file copies of this Agreement with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code, as amended.
3. In the event that legal action is filed challenging Political Subdivision's Election, each Party hereto shall defend its own actions, officials and employees.
4. Nothing in this Agreement prevents any Party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Agreement or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

The Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's proportionate share of the Joint Election charges, fees, expenses, and costs as set forth under the terms of this Agreement, with the exact amount of the Political Subdivision's financial obligation under the terms of this Agreement to be timely calculated after the Joint Election.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been made on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2026 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing.
- (2) It has on the ____ day of _____, 2026 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing.

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

By: _____
Weldon Hurt, Mayor

ATTESTED:

City Secretary

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

By: _____
Freda Ragan
Taylor County Elections Administrator

Resolution: Elections Contract with Taylor County

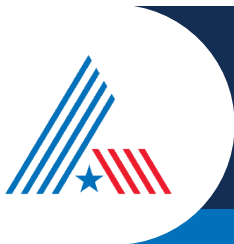




Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (City Council Places 3, 4 & Mayor)
- Locations: Countywide Polling Locations
- Cost: Estimated at \$73,770.28 (total number of participants unknown)





Cost Estimate

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	17,700.00	
Verity Scanners @ \$500.00 each	\$	7,000.00	
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	375.00	
EVID Electronic Poll Books	No Charge	\$	25,075.00

Election Day

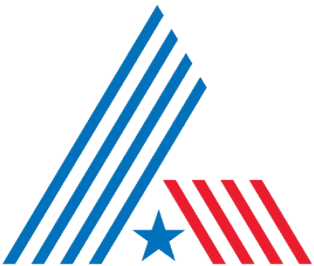
Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	49,500.00	
Verity Scanners @ \$500.00 each	\$	20,000.00	
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	625.00	
EVID Electronic Poll Books	No Charge	\$	70,125.00

Equipment Transport - Delivery & Pickup

	\$	1,600.00	\$ 1,600.00
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LEGAL

Internal L&A Testing	No Charge		
Notice of Public L&A Testing (<i>post on website only</i>)	No Charge		
Notice of Election	\$	2,000.00	\$ 2,000.00



CITY OF
ABILENE
TEXAS



Cost Estimate - Continued

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	780.00
Election Day	\$	1,200.00

Internet Connectivity @ Polling Locations \$ 100.00

Security - EV Deputies & CCS Deputies 1500

Printing & Processing Mail Ballots

1,000 @ \$3.00 each (includes postage)	\$	3,000.00
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DUO Ballot Paper - In Person Voting @ \$0.24/per sheet

Estimated voter turnout - 10,000.00	\$	2,400.00	
			\$ 8,980.00





Cost Estimate - Continued

PERSONNEL

Early Voting Ballot Board	\$	300.00	
Central Counting Station	\$	700.00	
Early Voting	\$	25,000.00	
Election Day	\$	27,000.00	
County Employee Overtime	\$	7,000.00	\$ 60,000.00

TOTAL ESTIMATED COST FOR ELECTION **\$ 167,780.00**

Total Estimated Cost of Election	\$167,780.00
Less \$1,000 base cost for each entity that will potentially hold elections	\$14,000.00
Total to be used to allocate % Cost to each entity	\$153,780.00

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district as of 1/30/26

City of Abilene portion of cost - 42.96% of \$153,780.00	\$	66,063.89
Base Cost	\$	1,000.00
Sub Total	\$	67,063.89

10% Administrative Fee (minimum \$75.00) \$ 6,706.39

TOTAL ESTIMATED COST \$ 73,770.28





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor and Members of the City Council
FROM: Shawna Atkinson, City Secretary
ITEM: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors to Fill a Vacancy (*Shawna Atkinson*)**

GENERAL INFORMATION

The City of Abilene is a taxing unit in Taylor County and participates in the selection of members of the Taylor County Appraisal District Board of Directors, composed of 6 members who serve two-year terms, all of which expire on December 31, 2027. The City was notified by the Appraisal District that a member has resigned and there is a vacancy to fill. The City of Abilene may nominate, by resolution, one or more candidates for the directorship of the board.

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the nomination of Mr. Mark Hoover for the Taylor County Appraisal District Board of Directors

ATTACHMENTS:

1. Resolution Taylor County
2. Notice of Board BOD Vacancy Nomination 01.21.2026
3. Taylor County CAD Vacancy - Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
NOMINATING A CANDIDATE FOR A VACANT POSITION ON THE BOARD OF DIRECTORS
OF TAYLOR COUNTY APPRAISAL DISTRICT**

WHEREAS, the governing body within the Taylor County Appraisal District has the right and responsibility to nominate a person for a vacancy on the board of directors of the Taylor County Appraisal District;

AND WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors;

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

SECTION 1: The facts and recitations outlined in the preamble of this resolution be, and they are hereby adopted, ratified and confirmed.

SECTION 2: Mark Hoover is hereby nominated as a candidate for a position on the Taylor County Central Appraisal District board to fill the remainder of an unexpired term ending on December 31, 2027.

SECTION 3: the presiding officer of the governing body of this taxing unit is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Taylor County Appraisal District.

PASSED AND APPROVED THIS THE 12th DAY OF FEBRUARY, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY

BOARD OF DIRECTORS

CECIL DAVIS, Chair
KENT LEFEVRE, Vice-Chair
JOHN STEARNS, Secretary
JESSICA CANTU
BOB BENHAM
LARRY BELL
DOWNING BOLLS, JR.
BO DUNAGIN
KAY MIDDLETON, Assessor-Collector



ADMINISTRATION

GARY EARNEST, CEO
ALLISON PERKINS, CFO
PATRICK CARROLL, COO
BROOKE HOWARD, CAO
GEORGE KING, CIO

January 21, 2026

Re: Notice of Board Vacancy and Request for Nominations

Dear Presiding Officer and Members of the Governing Body:

This letter serves as formal notice that a vacancy has occurred on the Board of Directors of the Taylor County Appraisal District following the resignation of Ms. Jessica Cantu, the representative appointed by the City of Abilene. Ms. Cantu's resignation creates a vacancy for the remainder of an unexpired term ending December 31, 2027.

Pursuant to Section 6.03(l) of the Texas Property Tax Code, the governing bodies entitled to vote on this position are hereby notified and asked to submit nominations to fill this vacancy. In accordance with the statute, nominations must be submitted within forty-five (45) days of receiving this notice. The Board will select a nominee from the submitted nominations to fill the vacancy.

To assist the governing bodies in their consideration, the Board of Directors respectfully offers **Attorney Mark Hoover** as a nominee to fill the unexpired term. Mr. Hoover is retired from the City of Abilene, where he served with distinction as Assistant Director for Administrative Services. In addition, Mr. Hoover served as Chairman of the Taylor County Appraisal Review Board for three years, during which time he presided over hearings and certified appraisal rolls exceeding \$20 billion in property value annually. His combined experience in municipal administration, appraisal oversight, and quasi-judicial proceedings provides a strong foundation for service on the Appraisal District Board of Directors. His résumé is enclosed for your review.

If you have any questions regarding this nomination process or require additional information, please contact Gary Earnest, Chief Appraiser, at (325) 676-9381, extension 124.

Thank you for your prompt attention to this matter and for your continued support of the Taylor County Appraisal District.

Respectfully,

John Stearns

John Stearns, Secretary

Board of Directors

Central Appraisal District of Taylor County

Enclosure: Résumé of Mark Hoover

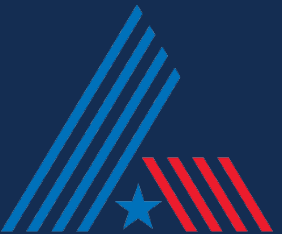
Resolution:

**Casting a Vote to Nominate a Member to the
Taylor County Appraisal District Board of
Directors to fill a vacancy:**

Mark Hoover



QUESTIONS?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

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

ITEM: 6. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One Kenworth T180 Cab and Chassis with a Dur-a-lift DPM2 Two-Person Bucket Body with Hoist from MHC Kenworth Abilene of Tye, Texas for the Signs, Signals and Lighting Division (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase One Kenworth T180 cab and chassis with a Dur-a-lift DPM2 Two Person Bucket Body with Hoist and a 45-foot working height, from MHC Kenworth Abilene of Tye, Texas through Sourcewell Cooperative contract # 032824-KTC for Signs, Signals and Lighting. This is to replace units 4466 and 3758 as the division's needs have changed; unit 4466, a cargo van, has been re-assigned to another division that had need, and unit 3758, a sedan which no longer meets division needs. This unit will be auctioned or repurposed. 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 \$254,461.99. This purchase was planned for and included in the FY26 Budget Process. This is \$89,461.99 over budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services staff recommends the purchase of One Kenworth T180 cab and chassis with a Dur-a-lift DPM2 Two Person Bucket Body with Hoist from MHC Kenworth Abilene of Tye, Texas through Sourcewell Cooperative contract # 032824-KTC for Signs, Signals and Lighting.

ATTACHMENTS:

1. CO-OP FY26 Two Person Bucket Truck Resolution
2. CO-OP FY26 Two Person Bucket Truck Sourcewell Quote
3. CO-OP FY26 Two Person Bucket Truck Budget vs Actual
4. CO-OP FY26 Two Person Bucket Truck Additional Information1
5. CO-OP FY26 Two Person Bucket Truck Presentation 1

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE ONE KENWORTH T180, CONVENTIONAL CAB AND CHASSIS WITH A DUR-A-LIFT DPM2 TWO PERSON BUCKET BODY AND HOIST FROM MHC KENWORTH ABILENE, TYE TX THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #032824-KTC

WHEREAS, City of Abilene has a need for One Two-Person Bucket Truck; and

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

WHEREAS, This unit will be a Kenworth T180 cab and chassis with Dur-a-lift DPM2 Two-Person Bucket body and hoist; and

WHEREAS, City of Abilene received pricing for one Kenworth T180 cab and chassis with Dur-a-lift DPM2 Two-Person Bucket body and hoist through Sourcewell Co-Operative Contract #032824-KTC, and

WHEREAS, MHC Kenworth Abilene is the Sourcewell approved vendor for the Two-Person Bucket 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 MHC Kenworth Abilene of Tye Texas in the amount of Two Hundred Fifty-Four Thousand Four Hundred Sixty-One Dollars and Ninety-Nine Cents. (\$254,461.99) for one Kenworth T180 cab and chassis with Dur-a-lift DPM2 Two-Person Bucket body and hoist Sourcewell Co-Operative Contract #032824-KTC.

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

ADOPTED this 12th day February 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



SOURCEWELL QUOTE SHEET

01/14/2026

City of Abilene
555 Walnut
Abilene, Tx 79601

Member Account #

Kenworth Contract # 032824-KTC

2027 Kenworth T180

Chassis List Price: \$120,389.00

Sourcewell Discount: 13.7% \$ 16,493.29

Additional Dealer discount: \$ 1,507.74

Discounted Price to Sourcewell Member \$102,387.97

Total Chassis Price: **\$102,387.97**

Dur-A-Lift Body Quote (2-man) \$151,226.75

DOC Fee: \$ 425.00

Dealer MVIT: \$ 422.27



Total Sale Price: **\$254,461.99**

**MHC Kenworth
Abilene**

518 South Access Road
Tye, Texas 79563
A Division of Texas Kenworth Company, LLC

325.692.8000
325.793.0244 fax

mhc.com

Quote is valid for 30 days

BUDGET vs ACTUAL COSTS**Two-Person Bucket Truck**

				Budgeted	Actual	Budgeted vs Actual	
Repl For Unit #	Division #	Division Name	Type Equipment	Cost	Cost	Variance	
4466	4102	Signs, signals and lighting	Cargo Van	\$165,000.00	\$254,461.99	\$89,461.99	
3758	4102	Signs, signals and lighting	Sedan	\$0.00	\$0.00	\$0.00	

\$165,000.00	\$254,461.99	\$89,461.99	Over Budget
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ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Two-Person Bucket Truck

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4466	Signs, Signals and Lighting	2014	Ford	E-150	43,097	-	\$10,749.23	Retain and Repurpose	1 of 4	Division's needs have changed
3758	Signs, Signals and Lighting	2007	Chevrolet	Impala	74,757	-	\$19,293.39	Auction	2 of 4	Division's needs have changed

** In order to right size the fleet, and utilize equipment fully, two units will be replaced by one unit that better suits the divisions evolving needs.

FY26 Budget Overage

- Fleet Services initially budgeted the cost of a bucket based on a purchase of like equipment 3 years ago.
- While developing the specifications for the truck, Public Works asked for a larger truck than what Fleet Services had anticipated.
- The additional requirements of the user division drove the cost significantly higher than anticipated, as the 2-person aerial w/jib and winch must be mounted on a larger chassis instead of an F450 or equivalent.
- Fleet Services initiated CB-2607 to procure the 2-person bucket truck.
- All bids returned did not meet the specifications.
- Specifications were re-worked to meet user needs and outfit a truck that could be built.
- Fleet Services sought a cooperative purchasing contract and provided the specification to multiple potential vendors.
- MHC Kenworth was the lowest cost of all units available on co-op.

FY26 Two-Person Bucket Truck





FY26 Two-Person Bucket Truck

- Unit is to replace units 4466 and 3758 for Signs, Signals and Lighting
- Unit is to be a Kenworth T180 cab and chassis with a Dur-a-lift DPM2 Two Person Bucket Body with Hoist.
- The division needs have changed, unit 4466, a cargo van has been re-assigned to another division who had need and unit 3758, a sedan has been turned in for repurpose or auction.
- Unit is to be purchased from MHC Kenworth Abilene of Tye, Texas through Sourcwell Co-operative Contract #032824-KTC





FY26 Two-Person Bucket Truck



CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 7. 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 grant supporting this project has an unobligated balance of \$6,400,395.00. The bid amount falls within the remaining grant funds and there is no city match required. However, we have been informed that installing an electrical run for the light posts and installing the light posts by AEP will cost an additional \$120,000. This cost will not be part of the Bontke contract. Therefore, we will present Change Order 1, as a separate agenda item, to reduce the Bontke contract quantities to ensure there is enough grant funding to cover all costs.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation for award at its January 14, 2026 meeting in an amount not to exceed \$6,381,045.15. Airport staff also recommends award.

ATTACHMENTS:

1. Bontke Brothers Airport Road Contract Resolution (2-12-26)
2. EHT Bontke Award Recommendation
3. Bontke Contract (CB-2618) Award Presentation (2-12-26)

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 12th day of February 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



January 12, 2026

Abilene Regional Airport
2933 Airport Blvd., Suite 200
Abilene, TX 79602
Attn: Mr. Don Green, A.A.E. – Director of Transportation Services

**Re: Recommendation of Award
Bonanza Drive Extension Project
Abilene, Texas**

Dear Mr. Green:

Bids for the referenced project were opened on Thursday, January 8, 2026. Five (5) bids were received that are summarized in the attached Bid Tabulation. The apparent low bid for the base bid is \$6,381,045.15 submitted by Bontke Brothers Construction Company, Inc., from Abilene, Texas.

The responsiveness and responsibility of the bidder have been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the bidder have been evaluated in accordance with the Contract Documents.

Based on the criteria set forth in the City of Abilene's Invitation for Bids, Bontke Brothers Construction Company, Inc., is the lowest responsive and responsible bidder, in the amount of \$6,381,045.15.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in blue ink, appearing to read 'Jonathan Baum'.

Jonathan Baum, P.E.
Project Manager

JB/jd

Attachment: Bid Tabulation

c: Max Johnson, P.E. – Director of Public Works
Project File: 8989

P:\Projects\Abilene, City of\8989 - Bonanza Drive Extension\5. Bidding Phase\Bidder Evaluation\Recommendation of Award.docx

PE Firm Registration No. 1151				BASE BID									
Item No.	Quantity	Unit	Item	Bontke Brothers Construction		Epic Construction Company		Ti-Zack Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.	
General				Unit Cost	\$	Unit Cost	\$	Unit Cost	\$	Unit Cost	\$	Unit Cost	\$
1	1	LS	Mobilization, bonds & insurance	\$ 180,000.00	\$ 466,700.00	\$ 325,000.00	\$ 693,800.00			\$ 689,950.00	\$ 1,167,260.00		
2	1	LS	Storm water pollution plan	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 870,800.00	\$ 870,800.00	\$ 275,000.00	\$ 735,880.00	\$ 15,000.00	\$ 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	\$ 24,960.00	\$ 24,960.00	\$ 4,500.00	\$ 29,250.00	\$ 4,000.00	\$ 26,000.00
1	1	LS	Allowances for Fiberflex, LLC relocating existing 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				\$	\$ 4,453,884.35		\$ 4,656,389.00		\$ 6,093,427.11		\$ 8,707,141.75		\$ 11,137,568.00
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	\$ 80.00	\$ 127,600.00
15	30,430	SY	Lime stabilized subgrade (6" (27 lbs/sy)	\$ 7.00	\$ 213,010.00	\$ 5.00	\$ 152,150.00	\$ 15.00	\$ 466,450.00	\$ 10.00	\$ 304,300.00	\$ 20.00	\$ 2,434,000.00
16	411	TON	Lime (hydrated lime) (dry)	\$ 275.00	\$ 113,075.00	\$ 400.00	\$ 164,400.00	\$ 0.01	\$ 4.11	\$ 400.00	\$ 164,400.00	\$ 20.00	\$ 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 (bore, 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	\$ 10,700.00	\$ 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	\$ 338,855.00	\$ 80.00	\$ 317,040.00	\$ 780.00	\$ 3,091,140.00	\$ 55.00	\$ 217,865.00	\$ 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	\$ 6,515.00	\$ 1.00	\$ 4,900.00
36	9,800	LF	Pavement markings (single solid line) (4") (white) (thermo)	\$ 0.70	\$ 6,860.00	\$ 1.00	\$ 9,800.00	\$ 3.00	\$ 29,400.00	\$ 2.25	\$ 9,800.00	\$ 1.00	\$ 9,800.00
37	375	LF	Pavement markings (single solid line) (8") (white) (thermo)	\$ 2.20	\$ 8,250.00	\$ 2.00	\$ 7,500.00	\$ 3.00	\$ 11,250.00	\$ 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 "x" 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 (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 I-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				\$	\$ 155,949.30		\$ 241,742.00		\$ 214,715.00		\$ 190,807.00		\$ 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	\$ 12,750.00	\$ 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 lbs/sy/in)	\$ 150.00	\$ 41,100.00	\$ 200.00	\$ 54,800.00	\$ 180.00	\$ 49,320.00	\$ 135.00	\$ 36,960.00	\$ 200.00	\$ 54,800.00
49	2,495	GAL	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 lbs/sy)	\$ 7.00	\$ 19,054.00	\$ 4.00	\$ 21,776.00	\$ 12.00	\$ 32,664.00	\$ 10.00	\$ 27,220.00	\$ 80.00	\$ 217,760.00
52	41	TON	Lime (hydrated lime) (wet)	\$ 275.00	\$ 11,275.00	\$ 400.00	\$ 16,400.00	\$ 0.01	\$ 425.00	\$ 400.00	\$ 16,400.00	\$ 20.00	\$ 8,200.00

Traffic Signal and Turn Lanes										\$ 562,828.80		\$ 613,128.00		\$ 615,339.00		\$ 554,553.55		\$ 681,541.00					
Item No.	Quantity	Unit	Item	Bontle Brothers Construction		Epic Construction Company		Tr-Zack Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.											
				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	SV	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	1,836	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	CV	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	SV	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	\$	1,956.25	\$	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	\$	400.00	\$	1,600.00	\$	560.00	\$	2,240.00	\$	500.00	\$	2,000.00
67	24	LF	ReflectORIZED pavement markings (Type 1) (white) (24") (solid) (000mil)	\$	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") (bare)	\$	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") (bare)	\$	66.00	\$	12,770.00	\$	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	73	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	\$	3.00	\$	150.00	\$	3.00	\$	150.00	\$	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) (122922) 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 DI) (120/240) (70) (NS) (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	\$	500.00	\$	5,500.00	\$	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	\$	500.00	\$	5,500.00	\$	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 plate 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 plate 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 plate 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 cond.)	\$	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 cond.)	\$	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 cond.)	\$	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 (S12) (ARMI) (44-36") (ULM)	\$	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	WVDS 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		\$ 232,830.00		\$ 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" diameter manhole	\$	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																		

ALTERNATE BID TO REPLACE BASE BID													
Item No.	Quantity	Unit	Item	Bontke Brothers Construction		Epic Construction Company		TJ-Zeck Concrete, LLC		JH Strain and Son		MH Civil Constructors, Inc.	
				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	SV	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	SV	Lime stabilized subgrade (6" (27 lbs/cy)	\$ 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	SV	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) (back 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) (back coat subsidiary)	\$ 150.00	\$ 444,300.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 370,250.00	\$ -	\$ -
A15	1,370	SV	Concrete pavement (7" (Class P) (Roadway)	\$ 100.00	\$ 137,000.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 171,250.00	\$ -	\$ -
A16	100	SV	Concrete pavement (7" (Class P) (Driveway Aprons)	\$ 105.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 12,500.00	\$ -	\$ -
A17	290	SV	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	SV	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	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
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 I/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 (Items A1 thru A43)													
WHAT WAS READ ALOUD AT BID OPENING				**	\$ 4,356,693.35		NO BID		NO BID				NO BID
TOTAL ALTERNATE PROJECT BID PRICE					\$ 6,283,850.15						\$ 5,288,325.75		\$ 7,454,366.30

** Due to calculation error, Bontke Brothers Construction's Base Bid and Alternate 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 Constructors, 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 A. Baum
 JONATHAN AARON BAUM, P.E., #100982

1/12/2026

City Council Meeting





CB-2618 Award to Bontke Brothers Construction

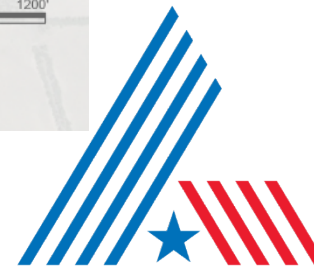
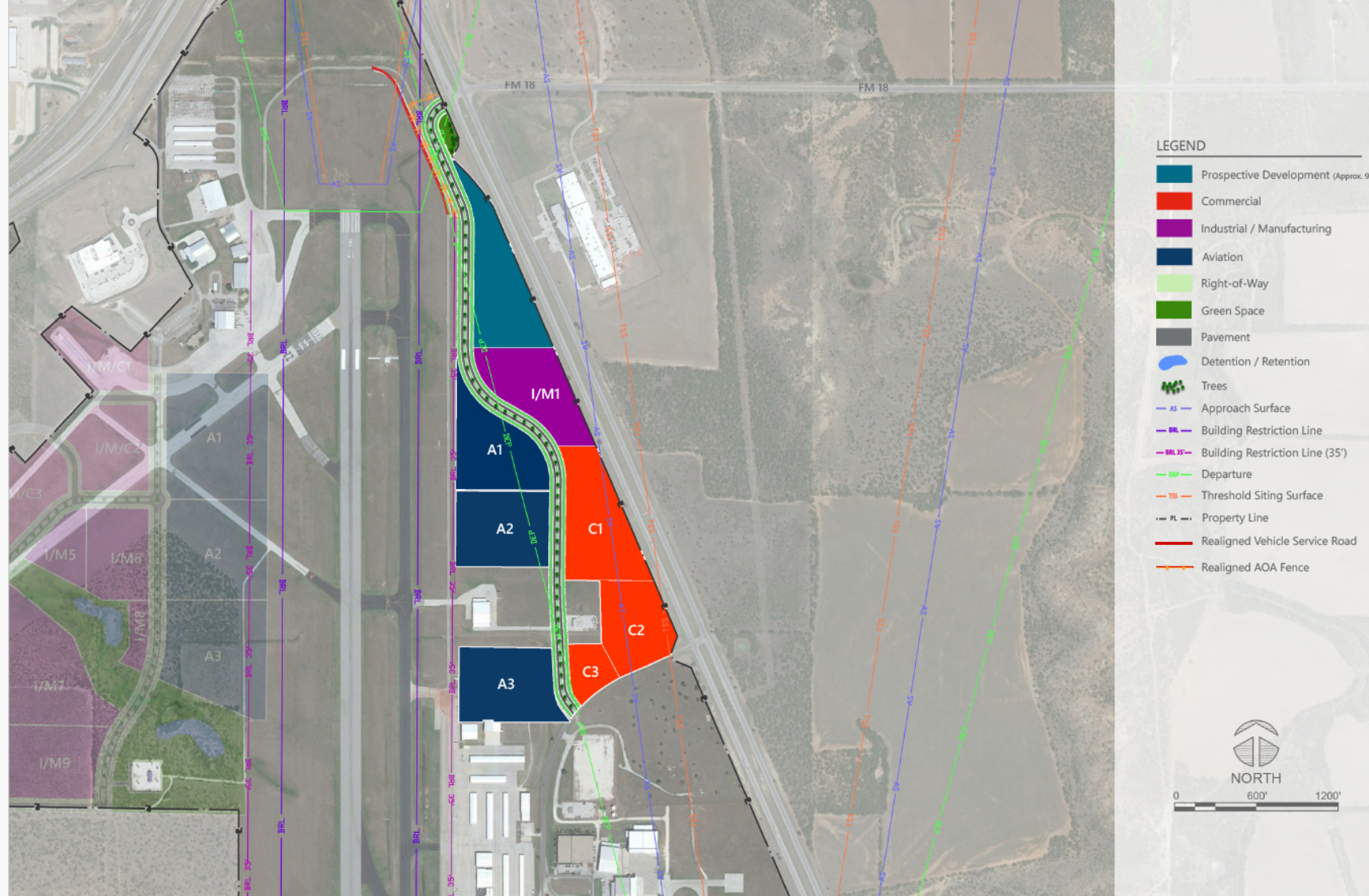
- The Airport's Land Use Plan, adopted by Council through Resolution 085-2021, identified four areas of land that could be commercially developed.
- One of the areas, Area B, was conceptualized with a new Airport Access Road going through it to open up parcels for better development potential.
- City Administration and Airport Staff worked with U.S. Representative Jodey Arrington (TX-19) 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
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 8. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Change Order 1 to the Contract with Bontke Brothers for Bonanza Drive Extension (*Don Green*)

GENERAL INFORMATION

In a previous agenda item of this City Council meeting, City Council approved a contract award to Bontke Brothers to construct the Bonanza Drive Extension (new Airport Access Road Project) in the amount of \$6,381,045.15. This contract amount is \$19,349.85 below the available HUD grant funding. However, the engineer discovered after bids were received that there will be an additional cost of approximately \$120,000 for AEP to run electricity to the street light poles and install those street light poles along the new road. This would put the total construction cost above the available grant funds. Therefore, to keep the project within the grant funding and not seek City funds to cover the shortfall, Bontke Brothers has agreed to a deductive change order to the contract of \$106,250.00 by reducing 1,250 SY of sidewalk installed on the west side of the road. This results in a construction contract with Bontke Brothers cost of \$6,274,795.15.

FUNDING/FISCAL IMPACT

This keeps the project within the available HUD Grant funds.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation of the Bontke Brothers contract as a not-to-exceed amount of \$6,381,045.15 at its January 14, 2026 meeting. This deductive change order results in a lower contract amount than what was recommended by the ADB. This change order will be discussed by the board at its February 11, 2026 meeting, but no action will be needed. Staff recommends this change order as a way to preserve the highest and best design elements of this project.

ATTACHMENTS:

1. Change Order 1 to the Bontke Brothers Airport Road Contract Resolution (2-12-26)
2. Bonanza Dr. Extension CO #1
3. Change Order 1 to Bontke Contract Presentation (2-12-26)

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 CHANGE ORDER 1 TO 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 awarded Bontke Brothers Construction the contract to construct the Bonanza Drive Extension; and

WHEREAS, additional savings in the contract price are needed to keep the overall project within the available grant funding; and

WHEREAS, a deductive change order was negotiated to reduce the sidewalk quantity on the west side of the road by 1,250 square yards, which reduces the contract price by \$106,250.00; and

WHEREAS, the removed sidewalk quantity can be built when development occurs on that west side; and

WHEREAS, this change order results in a new contract price of \$6,274,795.15.

**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 Change Order 1 to the construction contract with Bontke Brothers Construction, Inc. in the amount of \$106,250.00.
2. That the resulting contract price will be \$6,274,795.15.
3. That this Resolution shall be effective immediately.

ADOPTED this 12th day of February 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CHANGE ORDER



CITY OF ABILENE

CHANGE ORDER NUMBER: 01

1. CONTRACTOR: Bontke Brothers Construction

2. Change Order Work Limits: Sta. 20+63 to Sta. 43+21

Minor

3. Type of Change: _____ (Major/Minor)

4. Reasons: Cost savings/Contingency. If the project is completed and sufficient funds remain, the sidewalk may be added back.

5. Describe the work being revised: Remove 1,250 SY of 5' sidewalk on west side of the road. Relocate crosswalk to endpoint of sidewalk

6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due. THE CONTRACTOR _____ Date _____ (Signature) _____ Typed/Printed Name _____ Typed/Printed Title _____	<i>The following information must be provided:</i> <table><tr><td>Change in contract time:</td><td><u>0</u></td></tr><tr><td>Original contract price:</td><td><u>\$6,381,045.15</u></td></tr><tr><td>Existing contract price: *</td><td><u>\$6,381,045.15</u></td></tr><tr><td>Amount added or subtracted by this CO:</td><td><u>(\$106,250.00)</u></td></tr><tr><td>Revised contract price:</td><td><u>\$6,274,795.15</u></td></tr></table> * Includes previous CO's	Change in contract time:	<u>0</u>	Original contract price:	<u>\$6,381,045.15</u>	Existing contract price: *	<u>\$6,381,045.15</u>	Amount added or subtracted by this CO:	<u>(\$106,250.00)</u>	Revised contract price:	<u>\$6,274,795.15</u>
Change in contract time:	<u>0</u>										
Original contract price:	<u>\$6,381,045.15</u>										
Existing contract price: *	<u>\$6,381,045.15</u>										
Amount added or subtracted by this CO:	<u>(\$106,250.00)</u>										
Revised contract price:	<u>\$6,274,795.15</u>										

RECOMMENDED FOR EXECUTION:

City Manager Date

City Attorney Date

City Secretary Date

City Council Meeting





Change Order 1 to the Bontke Brothers Construction Contract

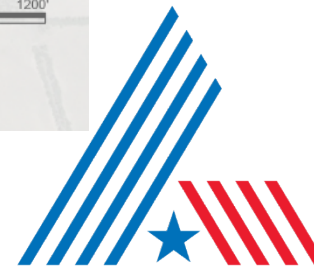
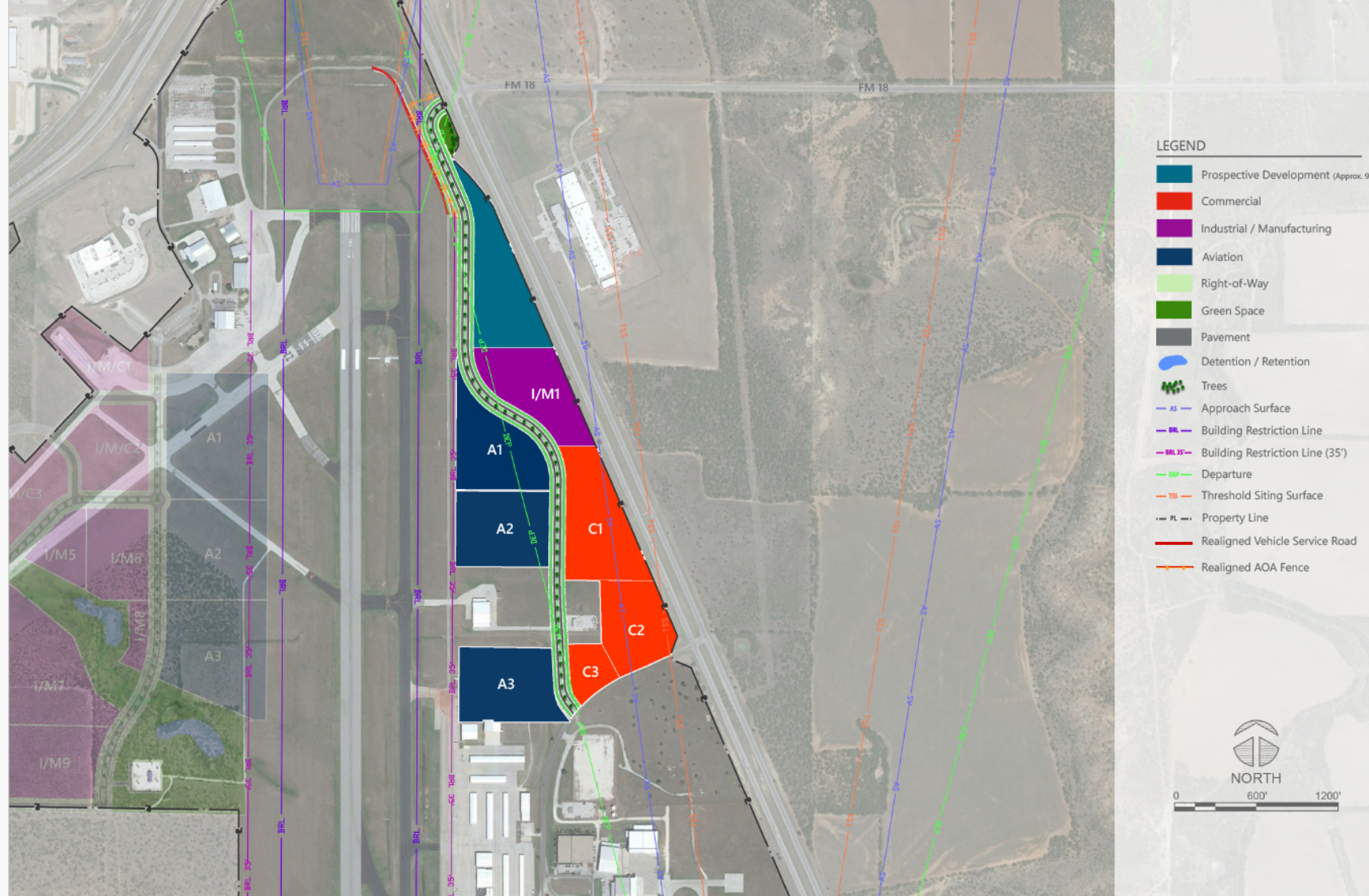
- In a previous agenda item of this City Council meeting, City Council approved a contract award to Bontke Brothers to construct the Bonanza Drive Extension (new Airport Access Road Project) in the amount of \$6,381,045.15.
- This contract amount is \$19,349.85 below the available HUD grant funding.





- However, the engineer discovered after bids were received that there will be an additional cost of approximately \$120,000 for AEP to run electricity to the light poles and install those light poles along the new road, which exceeds the available grant funding.
- Therefore, to keep the project within the grant funding and not seek City funds to cover the shortfall, Bontke Brothers has agreed to a deductive change order to the contract of \$106,250.00 by reducing 1,250 SY of sidewalk installed on the west side of the road.





CITY OF
ABILENE
TEXAS





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Street Use License Agreement Extended Term with Energy Transfer Fuel, LP (*Max Johnson*)

GENERAL INFORMATION

Energy Transfer Fuel, LP has submitted an application for a Street Use License Agreement Extended Term (40 year term). The applicant's desire is to install, operate and maintain a new 24" natural gas pipeline, bored at a minimum of 5 feet in depth, west to east across Nugent Road right-of-way, approximately 1,955 feet south of the Nugent Road and Beltway North Road intersection, in accordance with Department of Transportation federal regulations.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff have reviewed this request and recommend that the City Council authorize the City Manager to execute the attached Street Use License Agreement Extended Term with Energy Transfer Fuel, LP to install, operate and maintain a new 24" natural gas pipeline, bored at a minimum 5 feet in depth, under Nugent Road right-of-way.

ATTACHMENTS:

1. RESOLUTION - 1-30-2026
2. STREET USE LICENSE APPLICATION EXTENDED TERM
3. STREET USE LICENSE AGREEMENT EXTENDED TERM
4. FLOODPLAIN AUTHORIZATION
5. SLIDE PRESENTATION - 1-30-2026

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 2/10/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE
LICENSE WITH ENERGY TRANSFER FUEL, LP**

WHEREAS the applicant has submitted an Extended Term Street Use License application to install, operate and maintain a new 24” natural gas pipeline, bored at a minimum of 5 feet in depth, west to east across Nugent Road right-of-way in accordance with Department of Transportation federal regulations; and

WHEREAS, this application and Extended Term Street Use License (40 year term) has been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with Energy Transfer Fuel, LP.

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

ADOPTED this 12th day of February 2026.

ATTEST:

Shawna Atkinson, City Secretary

ATTEST:

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: Energy Transfer Fuel, LP Phone: 281-658-2628
Address: 1300 Main Street, Houston, TX 77002 Email: kcpurgason@energytransfer.com
Agent: Cole Wren Phone: 469-714-5459

Description of Public Right-of-Way to be used: West side of the right-of-way line of Nugent Road to the east right-of-way line of Nugent Road located approximately 1995 feet south of the Nugent Road and Beltway North Road intersection.

Owner of adjacent property: Nancy Ann Rhodes (West), Jeremy Myers and Marla Myers (East)

Proposed use of public right-of-way: Install, operate and maintain a new 24" Natural Gas Pipeline bored at a minimum of 5 feet in depth under Nugent Road in accordance with Department of Transportation Federal Regulations.

Reasons for the request: Install, operate and maintain a new 24" Natural Gas Pipeline bored at a minimum of 5 feet in depth under Nugent Road in accordance with Department of Transportation Federal Regulations.

Application is not complete unless all of the following are included:

- Application fee- ~~\$300~~ Per Rod
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)



Signature of Applicant or Agent

12/9/2025
Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604



THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this _____ day of _____, 2026, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and ENERGY TRANSFER FUEL, LP, hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

West side of the right-of-way line of Nugent Road to the east right-of-way line of Nugent Road, approximately 1,955 feet south of the Nugent Road and Beltway North Road intersection

for and in consideration of ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND 51/100 (\$1,666.51) negotiated as per City of Abilene Ordinance Amendment NO. 44-2019 for natural gas, oil or other hydrocarbon product pipeline (3.03 # rods X \$550.00 price per rod) plus THREE HUNDRED DOLLARS AND NO/100 (\$300.00) application fee, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Install, operate and maintain a new 24" natural gas pipeline, bored at a minimum of 5 feet in depth under the above-mentioned street in accordance with Department of Transportation Federal Regulations (see attached map)

II. 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.

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

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

"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:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

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 part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

Licensee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Licensee'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 Licensee or Licensee's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE 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

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 ----- Per Person
a) Premises/Operations Coverage	\$500,000 ----- Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 ----- Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 40 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

City Manager

ENERGY TRANSFER FUEL LP

ATTEST:

By: _____

Signature

City Secretary

Mark Vidral Sr. Director

Printed Name and Title

APPROVED:

Business Address: 1300 Main Street

City Attorney

Houston, Texas 77002

EXHIBIT "A"
STREET USE LICENSE AGREEMENT
WITH
ENERGY TRANSFER FUEL, LP

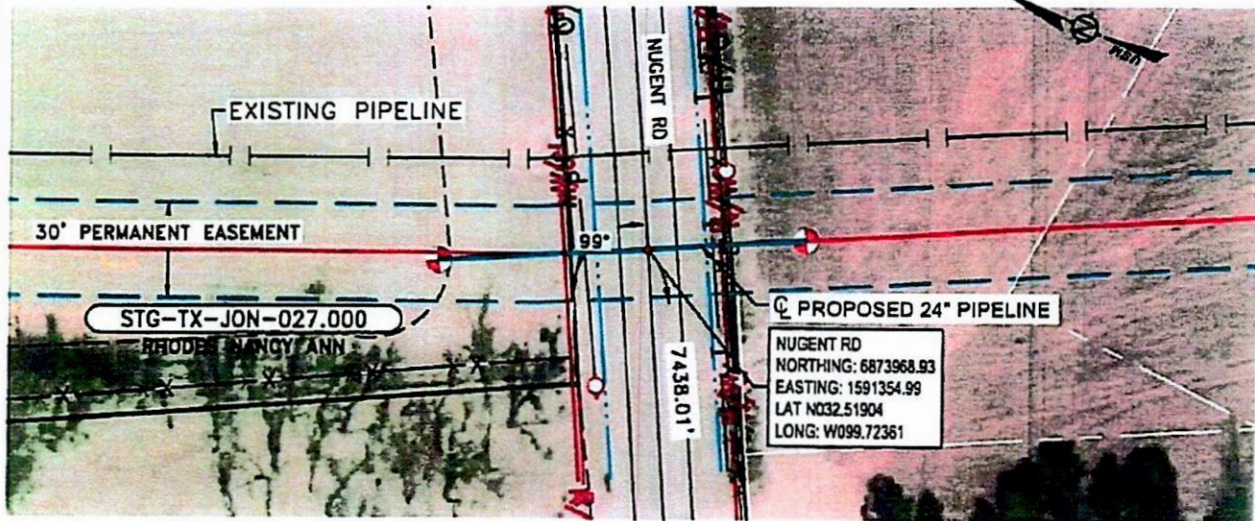
CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee shall contact the city's Engineering Division (325-676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the City Engineer's office (325-676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the City Engineer's office (325-676-6281) for location of traffic signal facilities and shall call 8-1-1 "Call Before You Dig" for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
5. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
6. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.

COUNTY ROAD CROSSING PERMIT

TAYLOR COUNTY, TEXAS
T&P RR CO SURVEY ABSTRACT# A-1143



US HIGHWAY 277

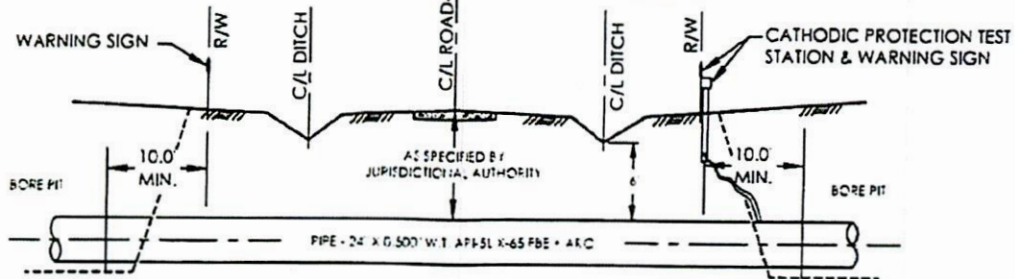
PLAN VIEW
SCALE: 1"=50'

GENERAL NOTES:

1. PIPELINE WARNING SIGNS SHALL BE INSTALLED AT EACH RIGHT-OF-WAY LINE.
2. ALL EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH STATE DOT REQUIREMENTS.
3. ALL TRENCH EXCAVATIONS DEEPER THAN 5' SHALL FOLLOW APPLICABLE STATE AND OSHA SAFETY REGULATIONS.
4. COORDINATES SHOWN HEREON ARE BASED ON: NAD83 TEXAS STATE PLANE, NORTH CENTRAL ZONE, U.S. SURVEY FOOT.

LEGEND

- | | |
|-----------------------------|----------------------|
| PROPOSED PIPELINE | FOREIGN PIPELINE |
| PROPOSED PERMANENT EASEMENT | WATER LINE |
| PROPOSED RIGHT-OF-WAY | UNDERGROUND ELECTRIC |
| PROPOSED BORE / | OVERHEAD ELECTRIC |
| PROPOSED P.I. | STORM DRAIN |
| PROPOSED ENTRY/EXIT | SANITARY SEWER |
| SECTION LINE | RIBBON PIPE |
| PROPERTY LINE | CENTERLINE OF DITCH |
| R/W | CENTERLINE OF ROAD |
| | POWER POLE |
| | FENCE |



ISSUED FOR PERMIT
9/12/2025

PROFILE (TYP.)
NOT TO SCALE

JOB NO. 302481

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680 Andersen Drive, Pittsburgh, PA 15220 ■ P: 412-278-2100 ■ F: 412-278-2126 ■ www.keystoneconsultants.net

January 8, 2026

Mr. Stephen Ross
Energy Transfer LP
1300 Main Street
Houston, Texas 77002

**RE: No Rise Certification
Nugent Road Crossing
Abilene 2.0 Pipeline
City of Abilene, Taylor County, Texas**

Mr. Ross:

At the request of Energy Transfer LP (ET), Keystone Consultants, LLC is submitting this Floodplain Development Permit for ET's proposed Abilene 2.0 pipeline crossing at Nugent Road located in the City of Abilene, Taylor County, Texas. Please refer to **Appendix A** for the survey plat.

Based on the Flood Insurance Rate Map (FIRM), the eastern side of Nugent Road is located within Federal Emergency Management Agency (FEMA) Flood Zone A, which means the boundaries of the 1% annual chance flood limits have been defined but no Base Flood Elevation (BFE) of flood depths have been calculated.

ET proposes to bore under Nugent Road and there will be no above ground structures placed within the floodplain. The area on either side of Nugent Road, including the regulated floodplain, will remain at preconstruction contours; therefore, no floodplain modeling is required.

BFEs were not calculated or included in this permit application due to the Project's proposed pipeline installation methods. The proposed pipeline does not have risers or other above-ground appurtenant structures that need to be flood proofed, thus making the BFEs irrelevant.

This letter is to certify that the proposed pipeline project will result in No Rise to the existing 100-year flood event water surface elevation and the extents of the floodplain will not be affected.

Mr. Ross
Abilene 2.0 Pipeline
No Rise Certification for Nugent Road Crossing
City of Abilene, Taylor County, Texas
January 8, 2026
Page 2 of 2

Please refer to the attached Floodplain Determination Application included as **Appendix B**.

Thank you for allowing Keystone to assist with this Project. If there are questions or comments, please contact me at 412-278-2100 or at eball@keystoneconsultants.net.

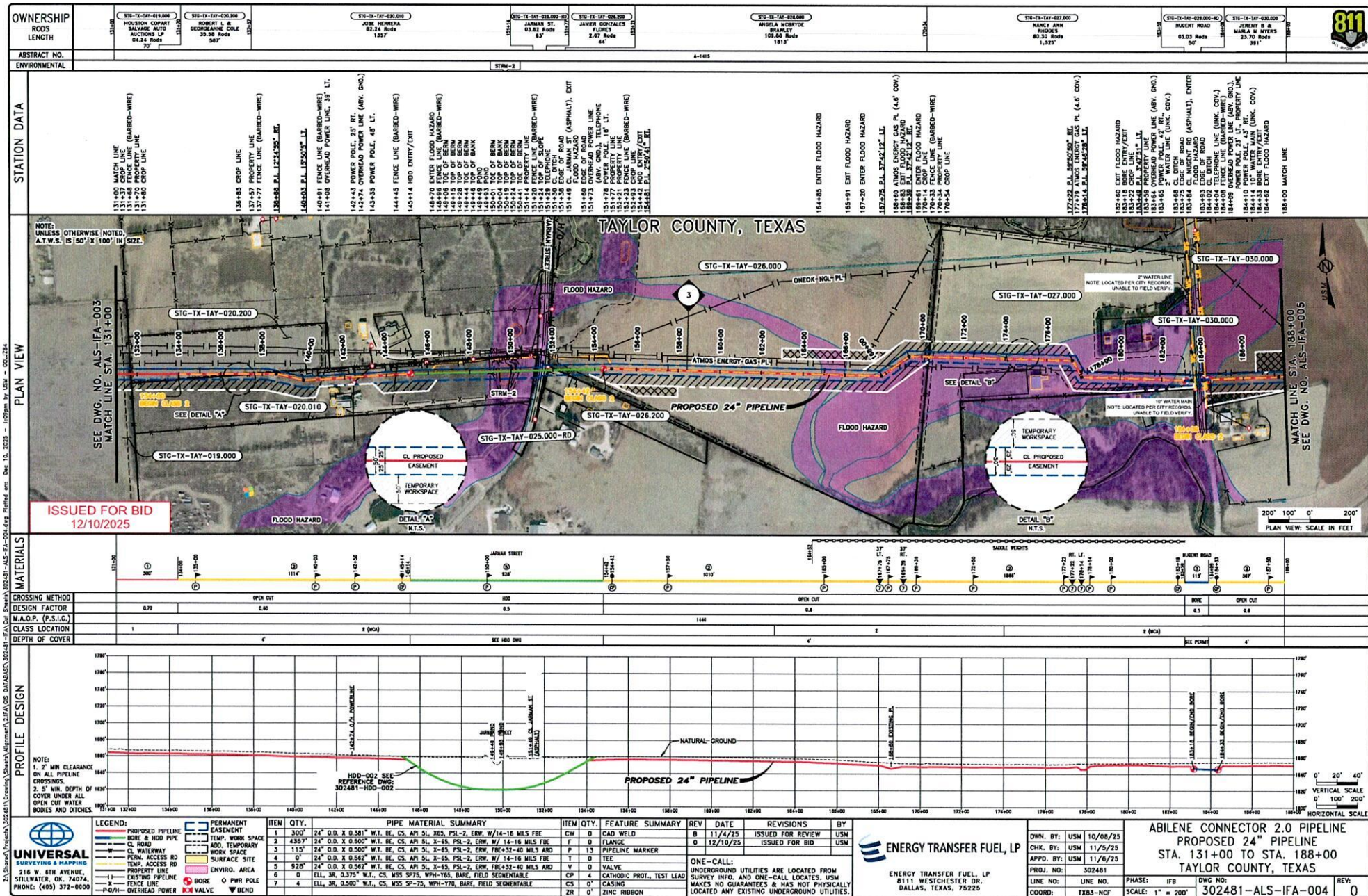
Sincerely,

Elizabeth M Ball

Elizabeth M. Ball, PE SI
Senior Engineer Lead



Appendix A
Survey Plat



**Approval of Extended Term Street Use
License – install, operate and maintain
a new 24” natural gas pipeline, bored at a
minimum of 5 feet in depth, west to east
across Nugent Road right-of-way**

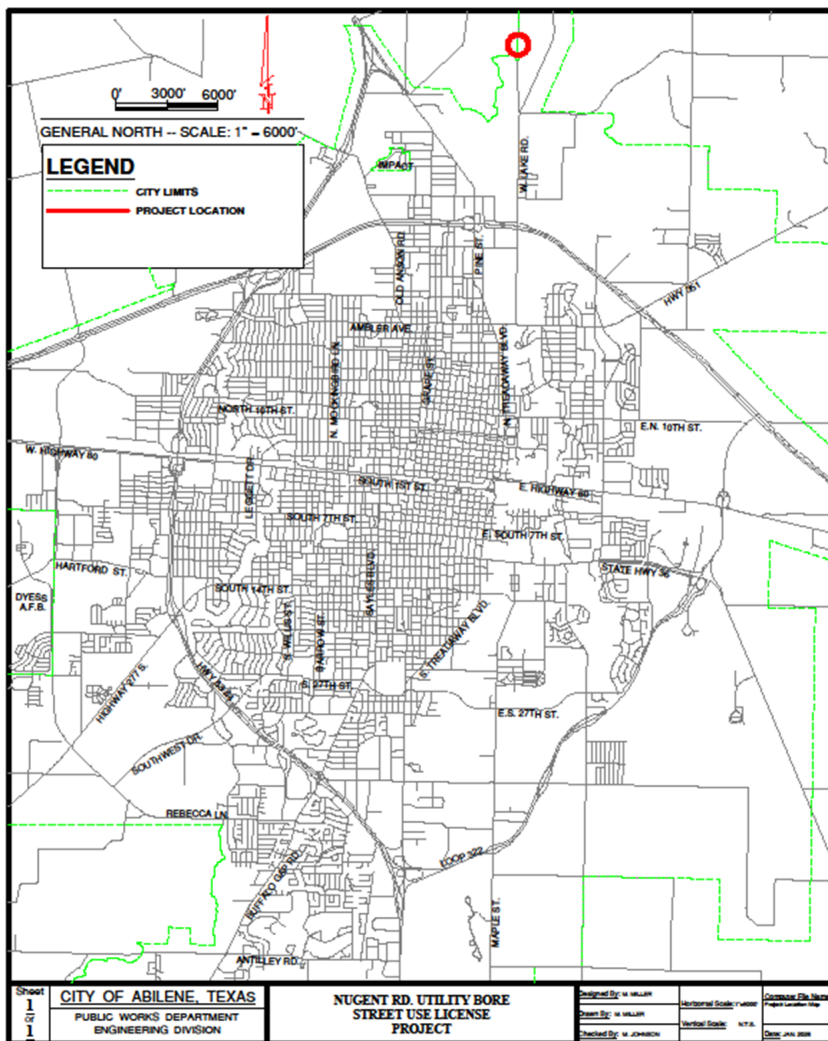
(Max Johnson)





Extended Street Use License – west to east across Nugent Road right-of-way

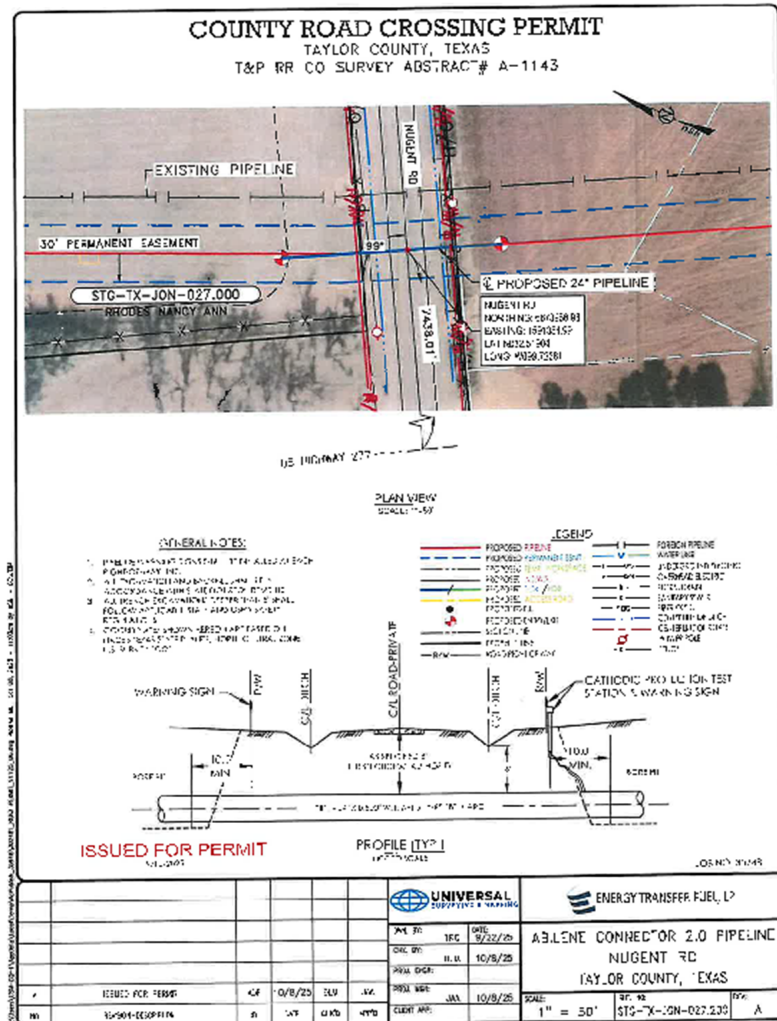
Location



Extended Street Use License –

west to east across Nugent Road right-of-way

Site Map 1



**CITY OF
ABILENE
TEXAS**



Extended Street Use License – west to east across Nugent Road right-of-way



Site Map 2





Extended Street Use License — Across Nugent Road right-of-way

- Energy Transfer Fuels, LP submitted an application for an Extended Term Street Use License to install, operate and maintain a new 24” natural gas pipeline, bored at a minimum of 5 feet in depth, under Nugent Road right-of-way in accordance with Department of Transportation federal regulations.
- Staff reviewed and found application to be complete.
- Staff recommends approval of the Extended Term Street Use License (40 year license).





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Street Use License Agreement Extended Term with West Texas Rehabilitation Center Foundation (Max Johnson)

GENERAL INFORMATION

The West Texas Rehabilitation Center Foundation has submitted an application for a Street Use License Agreement Extended Term (40 year term). The applicant's desire is to install additional streetlights beyond the City of Abilene requirements, flagpole, landscaping, monument and wayfinding signs in the median, and irrigation in the roundabout median (1986 Covenant Drive).

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff have reviewed this request and recommend that the City Council authorize the City Manager to execute the attached Street Use License Agreement Extended Term (40 year term) with West Texas Rehabilitation Center Foundation to install additional streetlights, flagpole, landscaping, monument and wayfinding signs in the median and irrigation in the roundabout median.

ATTACHMENTS:

1. RESOLUTION - 2-2-2026
2. STREET USE LICENSE APPLICATION EXTENDED TERM
3. STREET USE LICENSE AGREEMENT EXTENDED TERM
4. SLIDE PRESENTATION - 2-2-2026

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 EXTENDED TERM STREET USE
LICENSE WITH WEST TEXAS REHABILITATION CENTER FOUNDATION**

WHEREAS the applicant has submitted an Extended Term Street Use License application (40 year term) to install additional streetlights, beyond the City of Abilene requirements, install a flagpole, landscaping, monument and wayfinding signs in median, and irrigation in the roundabout median; and

WHEREAS, this application and Extended Term Street Use License has been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with West Texas Rehabilitation Center Foundation.

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

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

ATTEST:

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: West Texas Rehab Center Foundation Phone: (325) 793-3400
Address: 4601 Heartford St. Abilene, TX 79605 Email: jonathan.baum@e-ht.com
Agent: Enprotec/Hibbs & Todd, Inc. - Jonathan Baum Phone: (325) 698-5560

Description of Public Right-of-Way to be used: Median and parkway of new Schumacher Drive, parkway of new Lynbrook Drive extension, median of new roundabout at the intersection of Lynbrook Drive and Schumacher Drive.

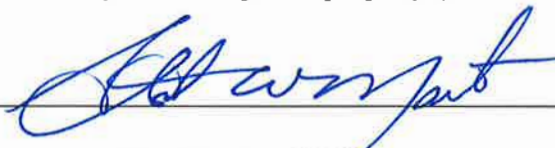
Owner of adjacent property: West Texas Rehab Center Foundation

Proposed use of public right-of-way: Installation of additional street lights beyond the City of Abilene requirements. Installation of monument and wayfinding signs. Installation of flag pole, landscaping, and irrigation in the roundabout median. See attached exhibit for detailed location information.

Reasons for the request: The West Texas Rehab Center would like to increase the appeal of the development. Wayfinding signs will indicate direction to future retail sites on other lots. Landscaping will increase the visual appeal in the median of the roundabout at the main entrance to the facility.

Application is not complete unless all of the following are included:

- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)


Signature of Applicant or Agent

January 6, 2026
Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this _____ day of _____, _____, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and WEST TEXAS REHABILITATION CENTER FOUNDATION, hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

Median and parkway of new Schumacher Drive, parkway of new Lynbrook Drive extension, median of new roundabout at the intersection of Lynbrook Drive and Schumacher Drive

for and in consideration of a THREE HUNDRED AND NO/100 (\$300.00) DOLLARS application fee, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Install additional streetlights, beyond the City of Abilene requirements, flagpole, landscaping, monument and wayfinding signs in median, and irrigation in the roundabout median.

II. 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.

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

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

"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:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

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 part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

Licensee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Licensee'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 Licensee or Licensee's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE 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

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 ----- Per Person
a) Premises/Operations Coverage	\$500,000 ----- Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 ----- Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 40 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

City Manager

WEST TEXAS REHABILITATION CENTER FOUNDATION

ATTEST:

By: 

Signature

City Secretary

STEPHEN W. MARTIN, PRESIDENT/CEO

Printed Name and Title

APPROVED:

Business Address: HARTFORD
4601 Hartford Street

City Attorney

Abilene, Texas 79605

EXHIBIT "A"
STREET USE LICENSE AGREEMENT
WITH
WEST TEXAS REHABILITATION CENTER FOUNDATION

CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee shall contact the city's Engineering Division (325-676-6281) prior to commencing any work in the right-of-way.
2. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.
3. The Licensee shall contact the Traffic Signal Shop (325-676-6066) or the City Engineer's office (325-676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (325-676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the City of Abilene Building Inspections (325-676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.
9. The Licensee is responsible for all installation, maintenance, and repair to the landscaping and improvements installed in the right-of-way per this license agreement.

Approval of Extended Term Street Use License

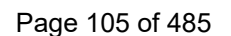
Installation of Streetlights, Flagpole, Landscaping, Monument, and
Wayfinding Signs in Median as well as Irrigation in Roundabout
Median

(Max Johnson)





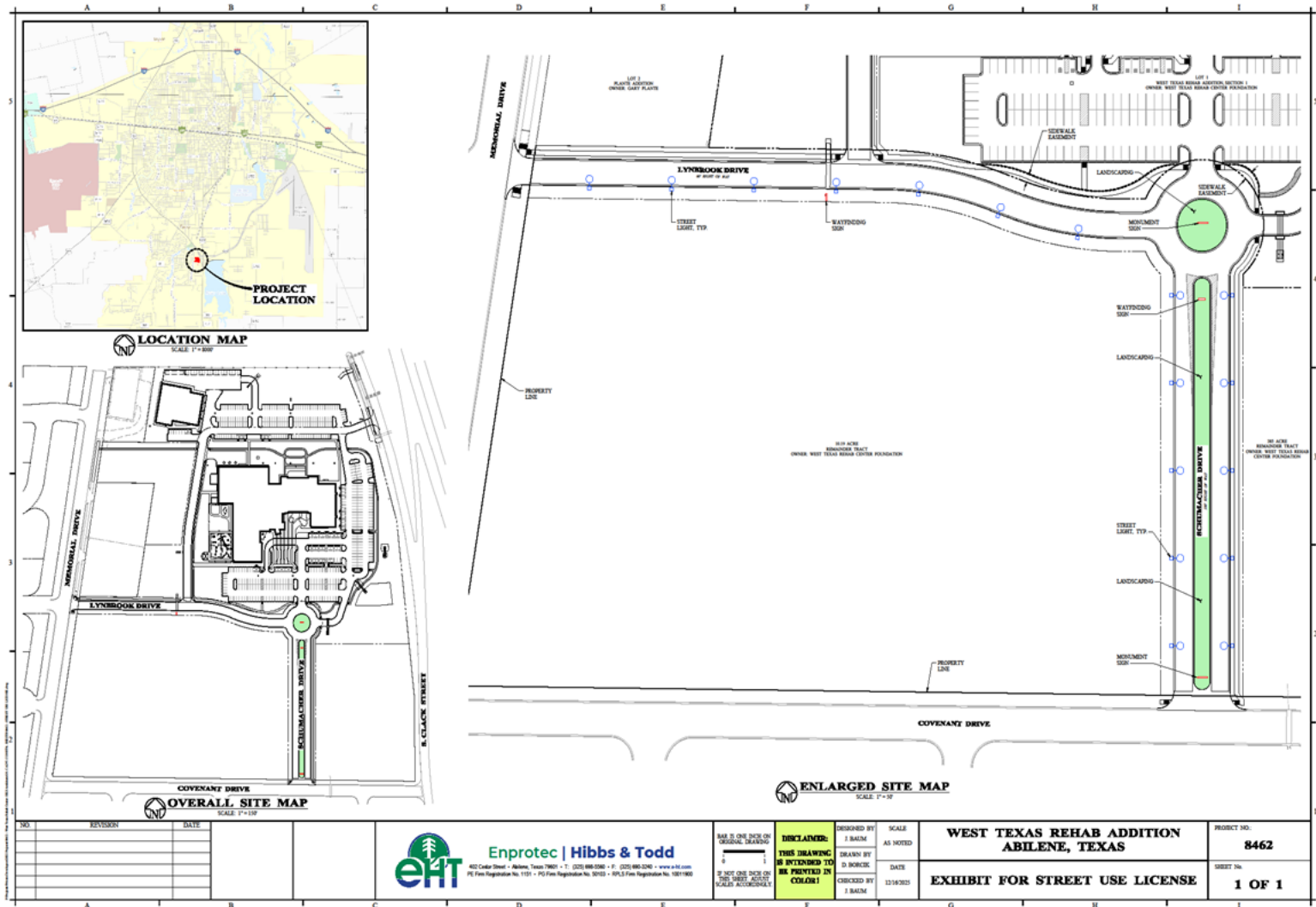
CITY OF
ABILENE
TEXAS





Extended Street Use License – 1986 Covenant Drive

Site Map





Extended Street Use License – 1986 Covenant Drive

- Approve West Texas Rehabilitation Center Foundation's application for an Extended Term Street Use License (40 year term) to install additional streetlights (beyond the City of Abilene requirements), flagpole, landscaping, monument and wayfinding signs in median, and irrigation in roundabout median.
- Staff reviewed and found application to be complete.
- Staff recommends approval of the Extended Term Street Use License (40 year term).





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: **11. Ordinance (First Reading):** Receive a Report, Hold a Discussion, and Take Action on Amending Chapter 27, "Solid Waste," Article IV, "Prohibitions," Section 27-26, "Prohibited Acts" and 27-27, "Exceptions," of the Abilene Municipal Code. (Max Johnson)

GENERAL INFORMATION

This proposed ordinance is to amend the language in the current Municipal Code, Chapter 27, "Solid Waste", Article IV, "Prohibitions", Sections 27-26, "Prohibited Acts", and 27-27, "Exceptions." This modified verbiage clarifies refuse collection for City employees and other civilian companies. All municipal solid waste, even when mixed with construction or demolition debris, must be collected by the City of Abilene for proper disposal.

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Staff Recommends updating the language as depicted in the attachment.

ATTACHMENTS:

1. Resolution to Modify Section 27-26 & 27-27 - 2-2-2026
2. Sec. 27-26, -27. Prohibited acts redline
3. PP_Ordinance Chapter 27 Article IV Modification - 2-2-2026

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
MODIFYING CHAPTER 27, ARTICLE IV, SECTIONS 27-26 AND 27-27 AS SET OUT
BELOW;**

WHEREAS, there is a need to amend the City Code of Ordinance to implement changes to Chapter 27, Article IV, Sections 27-26 and 27-27.

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

PART 1: That Chapter 27, Article IV, “Prohibitions,” Sections 27-26 and 27-27 of the Abilene Code of Ordinance be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. 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 FIRST READING this 12th day of February 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 22nd day of February, 2026, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 26th day of February, 2026, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 26th day of February 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Sec. 27-26. Prohibited acts.

The following items, condition, or actions are hereby declared to be prohibited under this chapter and are therefore unlawful. Waste prohibited for collection shall be disposed of directly, promptly and properly in an approved and legal location by the occupant of the premises where such material is accumulated. Removal of bulky/uncontained items prohibited from placement in collection containers may be provided at rates listed in the "schedule of rates and charges" for the Solid Waste Services Division. This list shall not be deemed or construed to be conclusive, limiting or restrictive:

- (1) ~~No person, business, or entity, except a duly authorized employee or agent of the City, shall collect municipal solid waste from a third-party, individual, or business. No person other than a duly authorized employee of the City or law enforcement official acting within the official scope of duties shall collect or remove any solid waste or recyclable material from a solid waste collection container used for municipal solid waste or recycling collection.~~
- (2) No person other than a duly authorized employee or agent of the City shall empty City-owned solid waste or recycling collection containers.
- (3) The following items shall NOT be placed in any collection container:
 - a. Tires, oil, oil filters, lead acid batteries, commercial pesticides for residential use, liquid mercury as contained in thermometers and mercury switches and any waste that is not permitted to be landfilled by the US Environmental Protection Agency or the Texas Commission on Environmental Quality. These regulated items shall be disposed of at the household hazardous waste unit in the environmental recycling center or as allowed by related programs.
 - b. Hazardous waste, special waste and industrial waste.
 - c. Medical waste not properly treated or contained.
 - d. Needles/sharps improperly contained that constitute a sticking hazard.
- (4) The following items shall NOT be placed in residential collection containers:
 - a. Dead animals.
 - b. Major construction and demolition waste.
 - c. Any solid waste items likely to damage City collection equipment including, but not limited to, rocks, engine blocks, steel, and lead pipes.
 - d. Unbagged leaves, grass clippings, shrubbery trimmings, and tree prunings.
 - e. Large tree stumps with root balls.
 - f. Tree trunks greater than six (6) inches in diameter and eighteen (18) inches in length or of a bulk weight of more than fifty (50) pounds.
 - g. Any items defined as bulky waste in section 27-5.
- (5) No person shall place, or permit another to place, any municipal solid waste in any solid waste collection container unless the solid waste is from the premises served by the collection container.
- (6) No person shall off-load municipal solid waste at an unauthorized location or at a facility not authorized to accept such waste.
- (7) No person shall park in such a manner that would interfere with the collection of municipal solid waste from any collection container serviced by the Solid Waste Services Division. Blocked collection containers will not be emptied.

-
- (8) On the day of normally scheduled municipal solid waste collection, the parking of a vehicle or trailer perpendicular or diagonal to a curb within a cul-de-sac with roll-out collection service, shall be considered an obstruction to the removal of solid waste from a solid waste collection container, and the collection container will not be emptied.

(Ord. No. 10-2007, pt. 1(Exh. A), 2-22-07)

Sec. 27-27. Exceptions.

- (1) This ~~Article~~section shall not prohibit any occupant from removing solid waste from the premises under their control to an approved landfill or recycling site.
- (2) This Article shall not apply to a permitted hauler of recyclable material collecting recyclable material in accordance with Article VI. This exception shall not apply if a permitted hauler of recyclable material is also collecting municipal solid waste.
- (3) This Article shall not apply to a person, business, or entity collecting construction or demolition debris from a third-party. This exception shall not apply if a person, business, or entity is also collecting municipal solid waste.

(Ord. No. 10-2007, pt. 1(Exh. A), 2-22-07)

Ordinance: Amending Abilene Code of Ordinance Chapter 27, Article IV, Sections 27-26 and 27-27

Max Johnson





Ordinance: Amending Abilene Code of Ordinance Chapter 27, Article IV, Sections 27-26 and 27-27

- Modifies existing Code of Ordinance Chapter 27, Article IV, Sections 27-26 and 27-27 as shown in the proposed language.
- Provides clarification for collection of Municipal Solid Waste
 - City services has sole responsibility for collection and proper disposal for Municipal Solid Waste
 - Exceptions include recycling material and construction/demolition debris if not mixed with municipal solid waste.





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

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

ITEM: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Commissioning of Christopher Robin (100 Acre Woods Series) Sculpture, the Acceptance of the Christopher Robin Sculpture on Winnie, and Reinstallation and Acceptance of the Green Bunny Sculpture as part of the City Sculpture Series (Lesli Andrews)**

GENERAL INFORMATION

The Abilene Cultural Affairs Council (ACAC) works to add one or more sculptures in conjunction with the Children's Art and Literacy (CALF) Festival each year. This year ACAC is requesting to commission Steve Neves to create another sculpture related to the Winnie-the-Pooh character, Christopher Robin. The Hundred Acre Wood series is scheduled to open as part of the 2026 CALF Festival.

City Council approved the commissioning of the Christopher Robin on the back of Winnie on November 20, 2025. The sculpture has been completed and is now installed in the Adamson-Spalding Storybook Garden. Staff is requesting City Council accept the sculpture as part of the storybook City sculpture series.

The Center for Contemporary Arts is requesting the reinstallation of a sculpture that was removed during the Cypress Street renovation. The character is that of a green bunny to be reinstalled just outside the entrance to their building on Cypress Street. The City could not find a record of this sculpture being approved in the past. Therefore, ACAC is requesting it be accepted and approved as part of the reinstallation.

FUNDING/FISCAL IMPACT

Abilene Culture Affairs Council is funding 100% of both the Christopher Robin sculptures. The Green Bunny reinstallation is a part of the Cypress Street project.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

Visual Arts Jury approved the commissioning of Christopher Robin and the reinstallation of Green Bunny at the January 23, 2026 board meeting.

ATTACHMENTS:

1. 26_2_12 Resolution Approval of Commissioning Christopher Robin (100 Acres Woods Series) Accepting Christopher Robin Winnie and Reinstallation Acceptin
2. Christopher Robin (100 Acre Wood Series)
3. Green Bunny 1
4. Green Bunny 2

5. Christopher Robbin Winnie 1
6. Christopher Robbin Winnie 2
7. Christopher Robbin Winnie 3
8. 26_2_12 Presentation Commission Accepting and Reinstallation of Sculptures

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING: THE COMMISSIONING OF THE CHRISTOPHER ROBIN (100 ACRE WOODS SERIES) SCULPTURE, ACCEPTING THE CHRISTOPHER ROBIN ON THE BACK OF WINNIE SCULPTURE, AND REINSTALLATION AND ACCEPTING OF THE GREEN BUNNY SCULPTURE AS PART OF THE CITY SCULPTURE SERIES.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned Steve Neves to create the Christopher Robin (100 Acre Wood Series) sculpture; and

WHEREAS, ACAC works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival; and

WHEREAS, City Council approved the commissioning of Christopher Robin on the back of Winnie on November 20, 2025; and

WHEREAS, the Center for Contemporary Arts is requesting the acceptance and reinstallation of the Green Bunny sculpture due to construction on Cypress Street being completed outside of their location; and

WHEREAS, the Visual Arts Jury approved the Christopher Robin and Green Bunny sculptures at their January 23, 2026 meeting.

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

Part 1: That the City Council approves: commissioning of the Christopher Robin (100 Acre Wood Series) sculpture, accepting Christopher Robin on the back of Winnie sculpture, and reinstallation and accepting of the Green Bunny sculpture as part of the City Sculpture Series.

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

ADOPTED this 12th day of February 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney









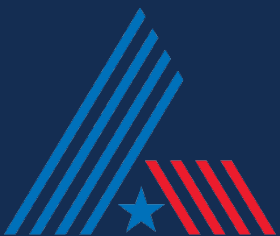




Resolution: Commissioning, Accepting and Reinstallation of Sculptures

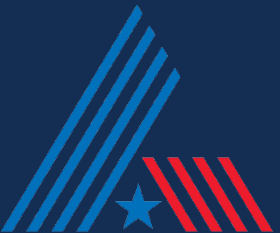


- Sculpture by:
Steve Neeves
- Material: Bronze
- Location: Clearfork
Bank Storybook
Garden

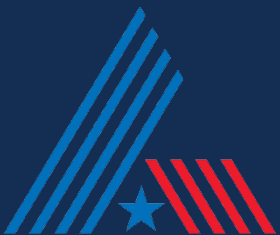


Sculpture Information Christopher Robin Adamson-Spalding Storybook Garden

- Sculpture by: Steve Neeves
- Material: Bronze
- Location: Adamson Spalding Storybook Garden



Sculpture Location Green Bunny - The Contemporary Arts Center





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Marjorie Knight, Director of Finance
ITEM: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2026 Revised Budget (*Marjorie Knight*)

GENERAL INFORMATION

On January 28, 2026, the Abilene Convention Center Hotel Development Corporation (ACCHDC) Board revised their FY 2026 budget. Per the ACCHDC's bylaws, the budget is not effective until it has also been approved by the City Council. The ACCHDC, a component unit of the City, was established to develop and finance a downtown hotel within 1,000 feet of the Abilene Convention Center to promote tourism and economic development. The downtown hotel is operated as the DoubleTree by Hilton Abilene Downtown Convention Center under a management agreement with Hilton, through its subsidiary Doubletree Management LLC.

The budget is presented on a GAAP basis and combines Hilton's hotel operating budget with an administrative budget that includes debt service, depreciation, and other non-operating costs. Due to timing of receipt of Hilton's 2026 calendar year budget, which is not due to the ACCHDC until after November, a preliminary budget was developed and approved by the ACCHDC Board and City Council to ensure a budget was in place at the beginning of the fiscal year. The City Council approved the preliminary budget on October 9, 2025. After receipt of Hilton's 2026 calendar year budget, the ACCHDC budget was updated and revised.

The revised budget projects \$16.7 million in operating revenues, \$13.4 million in operating expenses, and \$3.3 million in net operating income. Non-operating expenses total \$2 million, primarily bond interest, and the projected net change in net position is \$1.2 million.

After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2026 debt service, with a surplus of \$1.8 million above requirements.

FUNDING/FISCAL IMPACT

The City's FY 2026 budget provides for a \$1 million contingency loan within the Downtown Hotel Operating Fund to be utilized if ACCHDC's hotel revenues are insufficient to meet debt service obligations. Based on ACCHDC's revised budget, operating revenues are projected to be adequate to cover debt service in FY 2026, and City assistance is not anticipated. Additionally, ACCHDC met its October 2025 debt service payment without support from the City.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends the City Council approve the Abilene Convention Center Hotel Development Corporation's revised budget.

ATTACHMENTS:

1. Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2026 Revised Budget
2. Exhibit A - ACCHDC FY 2026 Revised Budget 01-28-2026
3. Presentation - ACCHDC FY 2026 Revised Budget

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT
CORPORATION FY 2026 REVISED BUDGET.**

WHEREAS, the Abilene Convention Center Hotel Development Corporation board of directors approved their FY 2026 Revised Budget at their January 28, 2026, board meeting; and

WHEREAS, the bylaws of the Abilene Convention Center Hotel Development Corporation require the budget to be approved by the City Council of the City of Abilene, Texas; and

WHEREAS, attached as Exhibit A is the FY 2026 Revised Budget of the Abilene Convention Center Hotel Development Corporation.

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, Texas has approved the revised budget of the Abilene Convention Center Hotel Development Corporation for FY 2026.

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Convention Center Hotel Development Corporation
Revised Corporate Budget
Fiscal Year ended September 30, 2026
with comparative totals for Fiscal Year ended September 30, 2025

	2025		2026	
	Actual	Budget	Adopted Budget	Revised Budget
REVENUES				
Operating:				
Rooms	\$ 10,036,037	\$ 8,151,809	\$ 9,718,796	\$ 11,960,906
Food and beverage	3,290,579	4,319,657	5,578,835	4,012,056
Other departments and services	671,914	541,128	692,113	718,555
Total Operating Revenues	13,998,530	13,012,594	15,989,744	16,691,517
EXPENSES				
Operating:				
Rooms	2,242,170	2,147,565	2,135,164	2,461,523
Food and beverage	2,568,717	3,374,134	4,002,831	2,673,315
Other departments and services	486,036	370,971	404,731	332,505
General and administrative	1,415,701	1,565,425	1,790,800	1,392,490
Information and telecommunications	288,490	264,319	267,026	397,407
Sales and marketing	2,129,544	1,917,083	2,218,853	2,361,821
Property operations and maintenance	674,114	633,178	614,532	755,227
Management fees	334,733	308,226	479,692	479,332
Utilities	453,119	468,948	504,704	496,517
Depreciation	2,089,477	2,080,047	2,090,336	2,090,336
Total Operating Expenses	12,682,101	13,129,896	14,508,668	13,440,473
OPERATING INCOME (LOSS)	1,316,429	(117,302)	1,481,076	3,251,044
NON-OPERATING REVENUES AND (EXPENSES):				
Investment earnings	239,369	216,000	216,000	216,000
Contributions and donations	950,000	-	-	-
Miscellaneous revenue	44,700	-	-	-
Other non-operating expense	(458,151)	(439,476)	(445,564)	(487,860)
Interest and fee expense	(1,779,736)	(1,774,784)	(1,760,783)	(1,760,783)
Total Non-Operating Revenue and (Expenses)	(1,003,818)	(1,998,260)	(1,990,347)	(2,032,644)
CHANGE IN NET POSITION	312,611	(2,115,563)	(509,271)	1,218,400
NET POSITION, BEGINNING OF YEAR	(4,695,295)	(4,695,295)	(4,426,391)	(4,382,684)
NET POSITION, END OF YEAR	<u>\$ (4,382,684)</u>	<u>\$ (6,810,858)</u>	<u>\$ (4,935,662)</u>	<u>\$ (3,164,284)</u>
AVAILABLE FOR DEBT SERVICE				
Operating income (loss)	1,316,429		\$ 1,481,076	\$ 3,251,044
Add back depreciation	2,089,477		2,090,336	2,090,336
Less Transfers to Main Operating ¹	(220,644)		(208,990)	(250,428)
Less Senior FF&E Fund ²	(372,958)		(440,741)	(457,916)
Less Administrative Expense Fund ²	(145,561)		(127,500)	(130,050)
Less Senior Asset Management Fee Fund ²	(136,085)		(79,949)	(83,458)
Net Available for Debt Service	<u>\$ 2,530,658</u>		<u>\$ 2,714,232</u>	<u>\$ 4,419,528</u>
UPCOMING DEBT SERVICE REQUIREMENTS ³				
Debt service due 04-01-2025/2026	933,825		\$ 922,388	\$ 922,388
Debt service due 10-01-2025/2026	1,663,825		1,672,388	1,672,388
Net Debt Service Requirements	<u>\$ 2,597,650</u>		<u>\$ 2,594,775</u>	<u>\$ 2,594,775</u>
Surplus (Deficit) in funding debt service requirements	\$ (66,992) ³		\$ 119,457	\$ 1,824,753 ⁴

¹Transfers to Main Operating are to maintain working capital requirements and non-operating expenses paid directly by Hilton which include insurance, taxes, and leases.

²Per Trust Indenture, monthly flow of funds from Hotel is distributed in this order: (1) fund Senior FF&E Fund at 2% (2025) /3% (2026) of operating revenues, (2) Administrative Expense Fund adjusted annually for inflation, and (3) fund Senior Asset Management Fund at .5% of operating revenues before flowing to Debt Service Funds. Distributions must also cover any accrued unpaid deposits from prior months.

³The Corporation's fiscal year runs October - September. Due to the timing of the October debt service payment falling on the first day of the fiscal year, funds for the October payment must be planned for and set aside in the prior fiscal year. The City provided a loan to the Corporation in FY 2025 to assist with funding the April 2025 debt service payment, while the October 2025 debt service payment was made without assistance.

⁴The City of Abilene's 2026 budget includes \$1 million as a contingency loan for the Corporation if further assistance is required for debt service. However, no assistance is anticipated for FY 2026.

Note: Actuals are unaudited and still subject to change.

Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2026 Revised Budget





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Revised Budget

- In accordance with the ACCHDC's bylaws, their budget must be approved by City Council
- The ACCHDC operates as the DoubleTree by Hilton Abilene Downtown Convention Center.
- After Hilton submitted its final calendar year 2026 budget in November, the ACCHDC budget was revised and approved by the ACCHDC board on January 28, 2026.





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Revised Budget

- The budget includes \$16.7 million in operating revenues, \$13.4 million in operating expenses, and \$3.3 million in net operating income.
- Non-operating expenses total \$2 million, primarily bond interest.
- After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2026 debt service, with a surplus of \$1.8 million above requirements.





Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2026 Budget

Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor and City Council Members
FROM: Emily Crawford, City Manager
ITEM: 14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Assignment and Assumption of Development Agreement Between the City of Abilene, Texas and Red Dirt Holdings, LLC, Assignor, to Lantana Meadows, LLC, Assignee (Michael Rice)

GENERAL INFORMATION

On June 9, 2016, the City of Abilene entered into a Development Agreement with Red Dirt Holdings, LLC regarding development of a subdivision on Antilley Road. The development was to be built in four phases. Red Dirt Holdings, LLC has built out phase one and phase two of the subdivision, and has paid the City of Abilene the sum of \$118,262.33. Red Dirt Holdings, LLC is selling the remaining subdivision property to Lantana Meadows, LLC. Lantana Meadows, LLC will assume the obligations of Red Dirt Holdings, LLC, will build-out phases three and four of the subdivision, and will pay the City of Abilene the remaining sum due under the Development Agreement.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the City Council approve the Assignment and Assumption of Development Agreement to Lantana Meadows, LLC.

ATTACHMENTS:

1. 2026 Resolution Assignment and Assumption Red Dirt to Lantana Meadows
2. Assignment & Assumption of Red Dirt Development Agreement
3. Survey (prior)
4. 0598_001
5. Assignment and Assumption Red Dirt to Lantana Meadows

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 02/10/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
ABILENE, TEXAS AND RED DIRT HOLDINGS, LLC TO LANTANA MEADOWS, LLC**

WHEREAS, the City of Abilene, Texas entered into a Development Agreement between the City of Abilene, Texas and Red Dirt Holdings, LLC dated June 9, 2016; and

WHEREAS, Red Dirt Holdings, LLC may not assign its interest in the Development Agreement without the written consent of the City of Abilene; and

WHEREAS, Red Dirt Holdings, LLC seeks to enter into an Assignment and Assumption of the Development Agreement to Lantana Meadows, LLC as part of a transfer of ownership of the remaining real property being developed as contemplated in the Development Agreement; and

WHEREAS, Lantana Meadow, LLC will assume all obligations as the developer under the Development Agreement; and

WHEREAS, Red Dirt Holdings, LLC will pay the sum of \$118,262.33 to the City of Abilene upon execution of the Assignment and Assumption of the Development Agreement to Lantana Meadows, LLC, and the City of Abilene will release Red Dirt Holdings, LLC from any further obligation under the terms of the Development Agreement.

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

Part 1: That the City Council consents to and authorizes the City Manager to execute the Assignment and Assumption of Development Agreement between the City of Abilene, Texas and Red Dirt Holdings, LLC, Assignor, to Lantana Meadows, LLC, Assignee.

Part 2: That upon Red Dirt Holdings, LLC's payment to the City of Abilene the sum of \$118,262.33, and execution of the Assignment and Assumption of the Development Agreement from Red Dirt Holdings, LLC to Lantana Meadow, LLC, the City of Abilene agrees to release Red Dirt Holdings, LLC from any further obligation under the terms of the Development Agreement.

Part 3: That this Resolution is effective immediately.

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

Assignment and Assumption of Development Agreement Between the City of Abilene, Texas and Red Dirt Holdings, LLC

Date: _____, 2026

Assignor: Red Dirt Holdings, LLC (hereinafter referred to as “Assignor”)

Assignor’s
Mailing Address: 189 Olivias Ct, Tuscola, Texas 79562, Taylor County, Texas

Assignee: Lantana Meadows, LLC (hereinafter referred to as “Assignee”)

Assignee’s
Mailing Address: 1049 County Road 127, Tuscola, Texas 79562, Taylor County, Texas

Property
(including any
improvements): See Exhibit “A”

Agreement: Development Agreement Between the City of Abilene, Texas, and Red Dirt Holdings, Inc., recorded at Document Number 201908601, Official Records, Taylor County, Texas, as amended by First Amendment to Development Agreement Between the City of Abilene, Texas and Red Dirt Holdings, Inc, recorded at Document 201910517, Official Records, Taylor County, Texas (hereinafter referred to as “Agreement”)

Consideration:

Assignor, upon conveyance of the Property to Assignee, shall pay to the City of Abilene, Texas the sum of One Hundred Eighteen Thousand, Two Hundred Sixty-Two Dollars and 33/100 (\$118,262.33).

By its approval of this Assignment and Assumption, and upon its receipt of the \$118,262.33 payment referenced above, the City of Abilene, Texas hereby releases Assignor from any and all obligations, duties or liabilities arising out of or related to any obligations called for under the Agreement after this date.

Assignor is conveying the Property to Assignee by warranty deed dated this date.

Assignor assigns to Assignee all of Assignor's right, title, obligations, duties, and interest in and to the Agreement. Assignor will indemnify, defend, and hold Assignee harmless from any loss, attorney's fees, expenses, or claims arising out or related to Assignor's failure to perform any of the obligations of the Agreement before this date.

Assignee assumes and agrees to perform the Assignor's obligations under the Agreement arising after this date. Assignee will indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignee's failure to perform any of the obligations of the Agreement after this date.

When the context requires, singular nouns and pronouns include the plural.

ASSIGNOR:

RED DIRT HOLDINGS, LLC

By: _____
Lynn Beal, President

Date: _____

ASSIGNEE:

LANTANA MEADOWS, LLC

By: _____
(signature)

(printed name and title)

Date: _____

APPROVED:

CITY OF ABILENE, TEXAS

By: _____
Emily Crawford, City Manager

Date: _____

[Remainder of this Page left Blank]

STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Beal, President, Red Dirt Holdings, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2026.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day personally appeared Jess Evans, Manager, Lantana Meadows, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2026.

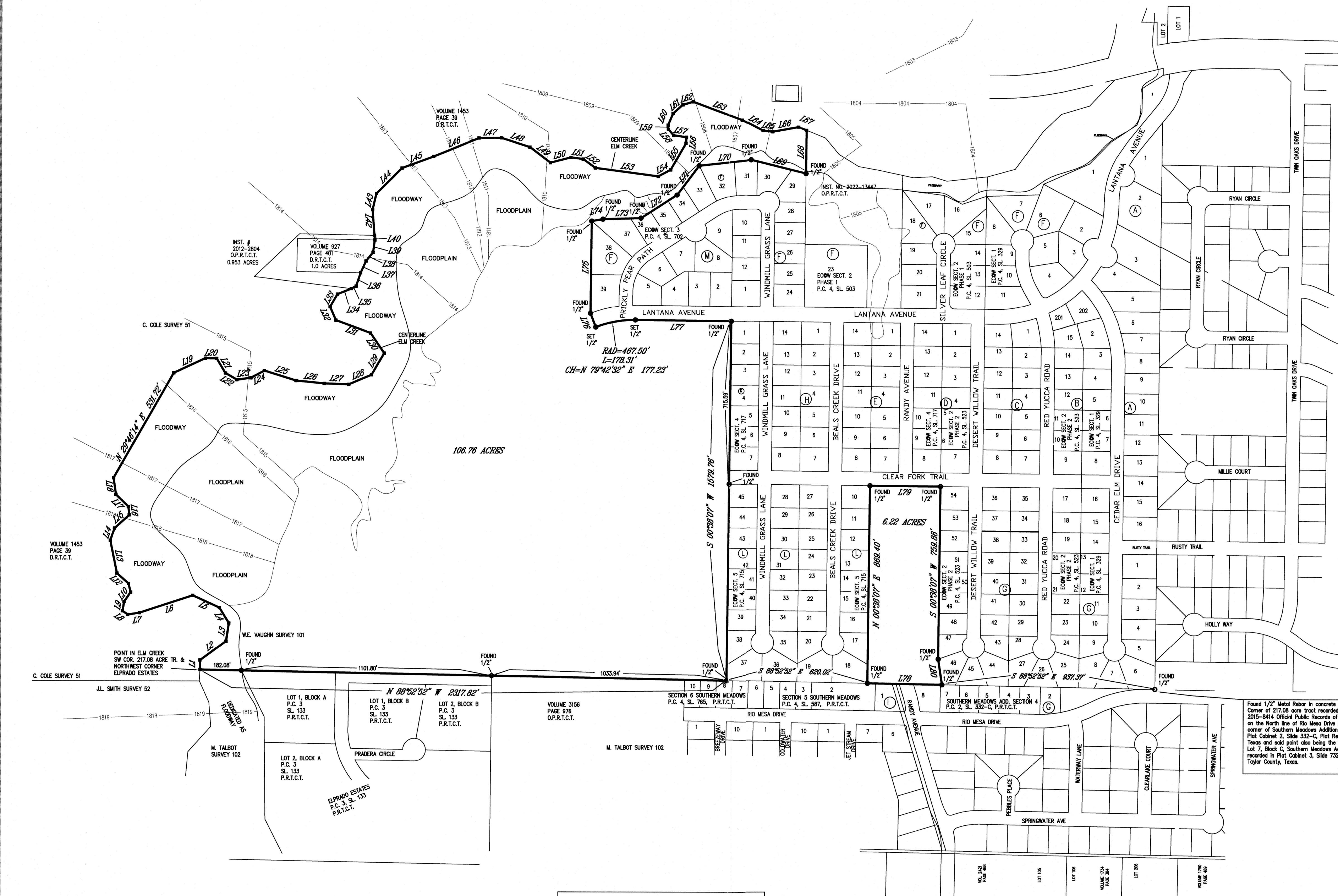
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day personally appeared Emily Crawford, City Manager, City of Abilene, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2026.

Notary Public, State of Texas



- L1=N 00°25'31" W 41.61'
- L2=N 53°59'25" E 141.51'
- L3=N 08°24'44" E 81.23'
- L4=N 31°07'54" W 79.12'
- L5=N 65°22'57" W 129.78'
- L6=S 71°54'47" W 246.74'
- L7=S 80°50'19" W 62.20'
- L8=N 54°16'28" W 28.20'
- L9=N 09°38'05" E 40.86'
- L10=N 34°28'49" E 51.02'
- L11=N 14°17'45" W 38.82'
- L12=N 48°36'10" W 68.20'
- L13=N 11°27'53" W 148.97'
- L14=N 18°19'10" E 57.44'
- L15=N 48°20'32" E 87.20'
- L16=N 06°17'41" W 36.19'
- L17=N 45°59'47" W 76.35'
- L18=N 08°00'58" W 73.94'
- L19=N 65°15'17" E 152.54'
- L20=S 89°19'28" E 50.10'
- L21=S 31°07'41" E 74.96'
- L22=S 80°02'22" E 58.07'
- L23=N 82°22'50" E 62.39'
- L24=N 61°47'06" E 67.11'
- L25=S 72°44'29" E 145.24'
- L26=S 84°11'15" E 124.76'
- L27=S 87°56'43" E 108.59'
- L28=N 67°12'13" E 108.80'
- L29=N 30°16'32" E 109.49'
- L30=N 34°20'30" W 108.23'
- L31=N 69°42'40" W 162.94'
- L32=N 23°28'50" W 84.94'
- L33=N 30°03'17" E 84.65'
- L34=N 69°10'23" E 85.65'
- L35=N 62°37'26" E 24.11'
- L36=N 18°38'10" E 61.49'
- L37=N 24°41'49" E 56.95'
- L38=N 38°43'24" E 49.16'
- L39=N 08°14'37" E 54.91'
- L40=N 04°32'40" W 20.10'
- L42=N 04°15'00" W 113.56'
- L43=N 13°06'30" E 72.78'
- L44=N 44°48'15" E 159.27'
- L45=N 69°46'21" E 148.53'
- L46=N 67°59'53" E 214.71'
- L47=N 89°32'01" E 98.31'
- L48=S 72°11'34" E 130.87'
- L49=S 63°03'35" E 113.50'
- L50=N 75°20'29" E 93.61'
- L51=S 62°29'36" E 54.39'
- L52=S 54°04'37" E 68.00'
- L53=S 82°26'45" E 279.10'
- L54=N 62°12'13" E 61.80'
- L55=N 29°59'15" E 134.34'
- L56=N 04°53'02" E 26.92'
- L57=N 81°55'33" W 57.63'
- L58=N 40°47'41" W 34.99'
- L59=N 03°15'42" W 18.07'
- L60=N 23°09'01" E 55.21'
- L61=N 48°44'40" E 57.57'
- L62=N 73°38'16" E 47.54'
- L63=S 69°40'18" E 228.84'
- L64=S 62°52'07" E 102.74'
- L65=S 83°34'32" E 42.70'
- L66=N 79°56'53" E 116.02'
- L67=S 67°56'59" E 37.75'
- L68=S 00°59'06" W 189.03'
- L69=N 75°59'30" W 248.25'
- L70=S 83°37'42" W 228.62'
- L71=S 86°52'51" W 182.03'
- L72=S 67°07'28" W 188.43'
- L73=S 80°10'38" W 188.06'
- L74=S 00°50'22" W 48.86'
- L75=S 00°50'02" W 48.83'
- L76=S 21°13'04" E 65.00'
- L77=S 89°21'53" E 421.79'
- L78=N 88°52'52" W 327.81'
- L79=S 89°21'53" E 310.00'
- L80=S 08°22'23" E 113.69'

ACREAGE BREAK DOWN
106.76 ACRES
6.22 ACRES
112.98 ACRES TOTAL
21.08 ACRES IN FLOODWAY
17.78 ACRES IN FLOODPLAIN
74.11 ACRES NOT IN FLOODWAY OR FLOOD PLAIN

EASEMENTS TO WEST TEXAS UTILITIES COMPANY RECORDED IN VOLUME 195, PAGE 350, D.R.T.C.T., VOLUME 1153, PAGE 426, D.R.T.C.T., AND VOLUME 2218, PAGE 513, O.P.R.T.C.T. DOES NOT AFFECT THESE 2 TRACTS.

EASEMENTS AND RIGHT-OF-WAYS TO THE CITY OF ABILENE, RECORDED IN VOLUME 129, PAGE 141, D.R.T.C.T., VOLUME 1243, PAGE 261, D.R.T.C.T., VOLUME 1286, PAGE 736, D.R.T.C.T., VOLUME 2163, PAGE 717, O.P.R.T.C.T., AND INSTRUMENT NO. 2021-12883 O.P.R.T.C.T. DOES NOT AFFECT THESE TWO TRACTS OF LAND.

EASEMENT TO LONE STAR GAS RECORDED IN VOLUME 224, PAGE 7, D.R.T.C.T. DOES NOT AFFECT THESE TWO TRACTS OF LAND.

EASEMENTS TO AEP TEXAS NORTH COMPANY RECORDED IN VOLUME 2843, PAGE 124, O.P.R.T.C.T. AND INSTRUMENT NO. 2021-28648 DOES NOT AFFECT THESE TWO TRACTS OF LAND.

G.F. NO. 240312T
WEST TEXAS LAND GUYS ABILENE, LLC

I hereby certify to FIRST TEXAS TITLE COMPANY AND WEST TEXAS LAND GUYS ABILENE, LLC this plat shows the correct location of the improvements situated upon the following two tracts of land, Tract One Being 106.76 acres and Tract Two being 6.22 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT A 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 106.76 acres and 6.22 acres of land being more particularly described as follows; See attached "EXHIBIT A", Page 2 and 3 of 3.

Surveyed on the ground November 7, 2023

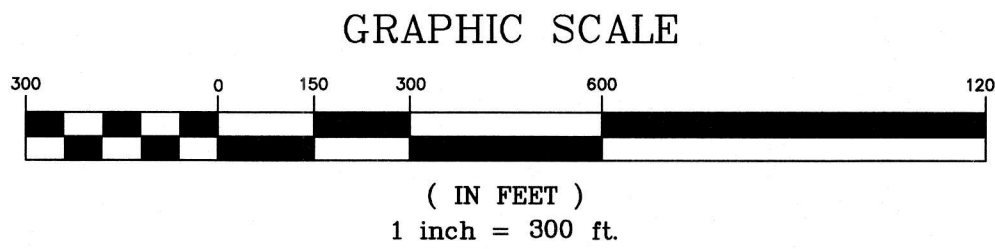
Alvin J. Adams
Alvin J. Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.L.S. No. 4130
ADAMS ENGINEERING AND SURVEYING INC.
ALL RIGHTS RESERVED

AS
ADAMS ENGINEERING AND SURVEYING INC.
4333 SAYLES BOULEVARD
ABILENE, TEXAS 79605
OFF- (325) 695-2285
FAX- (325) 695-4183
FIRM NO. F-598
SURVEY REGISTRATION # 10008300

LEGEND
○ METAL REBAR AS NOTED
■ POINT IN CENTER ELM CREEK

BEARING BASIS
TEXAS STATE PLANE ZONE 2 COORDINATES
NAD 83, TEXAS NORTH CENTRAL ZONE
(ZONE 5351, FIPS 4202)
DETERMINED FROM GPS SURVEY DATA

NORTH
SCALE
1" = 300'



NOTICE
THIS PLAT IS INVALID WITHOUT AN ORIGINAL SIGNATURE ACROSS THE SEAL

EXHIBIT "A"
TRACT ONE

Being 106.76 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 106.76 acres of land being more particularly described as follows;

Beginning at a found 1/2" Metal Rebar at the Southeast corner of this tract at the Southwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of said 217.08 acre tract whence a found 1/2" Metal Rebar in concrete bears S 88°52'52" E 1,885.21' being the Southeast corner of said 217.08 acre tract on the North line of Rio Mesa Drive at the Northeast corner of Southern Meadows Addition, Section 4, recorded in Plat Cabinet 2, Slide 332-C, Plat Records of Taylor County, Texas and said rebar in concrete also being the Southwest corner of Lot 7, Block C, Southern Meadows Addition, Section 3, recorded in Plat Cabinet 3, Slide 732, Plat Records of Taylor County, Texas;

THENCE N 88°52'52" W at 1,033.94' pass a found 1/2" Metal Rebar at the Northwest corner of a tract of land recorded in Volume 3156, Page 976, Official Public Records of Taylor County, Texas, and continue on at 2,135.74' pass a found 1/2" Metal Rebar at the Northwest corner of Lot 1, Block A, Elprado Estates Addition to the City of Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 133, Plat Records of Taylor County, Texas, and continue on a distance in all of 2,317.82' to the Northwest corner of said Elprado Estates in Elm Creek and the Southwest corner of said 217.08 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L1=N 00°25'31" W 41.61'; L2=N 53°59'25" E 141.51'; L3=N 08°24'44" E 81.23'; L4=N 31°07'34" W 79.12'; L5=N 65°22'57" W 129.78'; L6=S 71°54'47" W 246.74'
L7=S 80°50'19" W 52.20'; L8=N 54°16'28" W 28.20'; L9=N 09°39'05" E 40.86'
L10=N 34°28'48" E 51.02'; L11=N 14°17'45" W 38.82'; L12=N 48°36'10" W 68.20'
L13=N 11°27'53" W 146.97'; L14=N 18°19'10" E 57.44'; L15=N 48°20'32" E 87.20'
L16=N 06°17'41" W 36.19'; L17=N 45°59'47" W 76.35'; L18=N 08°00'58" W 73.94'; N 29°46'14" E 531.72';
L19=N 65°15'17" E 152.54'; L20=S 89°19'28" E 50.10'; L21=S 31°07'41" E 74.96'
L22=S 60°02'22" E 58.07'; L23=N 82°22'50" E 62.39'; L24=N 61°47'06" E 67.11'
L25=S 72°44'29" E 145.24'; L26=S 84°11'15" E 124.76'; L27=S 87°56'43" E 108.59'
L28=N 67°12'13" E 108.80'; L29=N 30°16'32" E 109.49'; L30=N 34°20'30" W 106.23'
L31=N 69°42'40" W 162.94'; L32=N 23°28'50" W 64.94'; L33=N 30°03'17" E 64.33';
L34=N 68°09'23" E 65.65' to the Southeast corner of a 0.953 acre tract recorded in Instrument No. 2012-00002804;

THENCE L35=N 62°37'38" E 24.11' to a corner of said 0.953 acre tract;

THENCE L36=N 18°39'10" E 61.49' to the Southeast corner of a 1.0 acre tract recorded in Volume 927, Page 401, Deed Records of Taylor County, Texas;

THENCE along the East line of said 1.0 acre tract and the center of Elm Creek as follows;;
L37=N 24°41'49" E 56.95'; L38=N 38°43'24" E 49.16'; L39=N 08°14'37" E 54.31' to the Northeast corner of said 1.0 acre tract;

THENCE L40=N 04°32'40" W 20.10' to the Northeast corner of said 0.953 acre tract;

THENCE generally down the center of the meanders of Elm Creek as follows:

L42=N 04°15'00" W 113.56'; L43=N 13°06'30" E 72.79'; L44=N 44°48'15" E 159.27'; L45=N 69°46'21" E 148.53'; L46=N 67°59'33" E 214.71'; L47=N 89°32'01" E 99.31'; L48=S 72°11'34" E 130.87'; L49=S 53°03'35" E 113.50'; L50=N 75°20'29" E 93.61'; L51=S 82°29'36" E 54.37'; L52=S 54°04'37" E 66.00'; L53=S 82°26'45" E 279.10'; L54=N 62°12'13" E 61.80'; L55=N 29°59'15" E 134.34'; L56=N 04°53'02" E 26.92'; L57=N 81°55'33" W 57.63'; L58=N 40°47'41" W 34.99'; L59=N 03°15'42" W 18.07'; L60=N 23°09'01" E 55.21'; L61=N 48°44'40" E 57.57'; L62=N 73°38'16" E 47.54'; L63=S 69°40'18" E 229.84'; L64=S 62°52'07" E 102.74'; L65=S 83°34'32" E 42.70'; L66=N 79°56'33" E 116.02'; L67=S 67°56'59" E 37.75' to a point in Elm creek on the North line of said 217.08 acre tract;

THENCE S 00°38'06" W 189.03' to a Found 1/2" Metal Rebar at the Northeast corner of Elm Creek at Wylie Section 3 (recorded in Plat Cabinet 4, Slide 702, Plat Records of Taylor County, Texas;

THENCE N75°59'38"W 249.25' to a found 1/2" Metal Rebar at a point of intersection on the North line of Lot 31, Block F of said Section 3;

THENCE S83°37'42"W 229.52' to a found 1/2" Metal Rebar at the common corner of Lots 32 and 33 Block F of said Section 3;

THENCE S36°52'51"W 162.03' to a found 1/2" Metal Rebar at a point of intersection on the Northwest line of Lot 34, Block F, of said Section 3;

THENCE S57°07'28"W 188.43' to a found 1/2" Metal Rebar at a point of intersection on the Northwest line of Lot 36, Block F, of said Section 3;;

Page 2 of 3;

THENCE S88°18'36"W 168.06' to a found ½" Metal Rebar at a point of intersection on the North line of Lot 37, Block F, of said Section 3;
 THENCE S80°23'23"W 49.66' to a found ½" Metal Rebar at the Northwest corner of said Section 3 and the common corners of lots 37 and 38, Block F, of said Section 3;
 THENCE S00°38'07"W 404.93' to a found 1/2" Metal Rebar at the Southwest corner of Lot 39, Block F of said Section 3 on the North line of Lantana Avenue;
 THENCE S21°13'04"E 65.00' to a set ½" Metal Rebar on the South line of Lantana Avenue at the Southwest corner of said Section 3 on a curve to the right;
 THENCE with the arc of a curve to the right on the South line of Lantana Avenue, having a radius of 467.50' and a chord bearing N79°42'32"E 177.23', a distance of 178.31' to a set 1/2" Metal Rebar at the end of said curve;
 THENCE S89°21'53"E 421.79' to a found ½" Metal Rebar at the Northwest Corner of Elm Creek at Wylie, Section 4 (recorded in Plat Cabinet 4, Slide 717, Plat Records of Taylor County, Texas) also being the Northwest corner of Lot 1, Block K, of said Section 4;
 THENCE S00°38'07"W at 715.59' pass a found ½" Metal Rebar at the Southwest Corner of said Section 4 and the Northwest Corner of Elm Creek at Wylie Section 5 (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas) on the South line of Clear Fork Trail and continue on a distance in all of 1,579.76' to the place of beginning and containing 106.76 acres of land.

TRACT TWO

Being 6.22 acres of land out of a 217.08 acre tract of land (recorded in Instrument No. 2015-8414 Official Public Records of Taylor County, Texas) out of the W.E. Vaughn Survey No. 101, Taylor County, Texas and said 217.08 acres of land being the same land described as 216 acres of land recorded in Volume 25, Page 358, Deed Records, Taylor County, Texas, SAVE AND EXCEPT a 0.50 acre tract recorded in Volume 1286, Page 736, Deed Records of Taylor County, Texas and said 6.22 acres of land being more particularly described as follows;
 Beginning at a found 1/2" Metal Rebar at the Southeast corner of this tract at the Southwest Corner of Elm Creek at Wylie Section 2, Phase 2 (recorded in Plat Cabinet 4, Slide 523, Plat Records of Taylor County, Texas) on the South line of said 217.08 acre tract whence a found ½" Metal Rebar in concrete bears S 88°52'52" E 937.37' being the Southeast corner of said 217.08 acre tract on the North line of Rio Mesa Drive at the Northeast corner of Southern Meadows Addition, Section 4, recorded in Plat Cabinet 2, Slide 332-C, Plat Records of Taylor County, Texas and said rebar in concrete also being the Southwest corner of Lot 7, Block C, Southern Meadows Addition, Section 3, recorded in Plat Cabinet 3, Slide 732, Plat Records of Taylor County, Texas;
 THENCE N 88°52'52" W 327.81' along the South line of said 217.08 acre tract to a found ½" Metal Rebar at the Southeast corner of Elm Creek at Wylie, Section 5, (recorded in Plat Cabinet 4, Slide 715, Plat Records of Taylor County, Texas);
 THENCE N 00°38'07" E 869.40' along the East line of said Section 5 to a found ½" Metal Rebar at its Northeast corner on the South line of Clear Fork Trail on the South line of Elm Creek at Wylie Section 4, (recorded in Plat Cabinet 4, Slide 717, Plat Records of Taylor County, Texas);
 THENCE S 89°21'53" E 310.00' along the South line of Clear Fork Trail to a found ½" Metal Rebar at the Southeast corner of said Section 4 on the West line of Elm Creek at Wylie Section 2, Phase 2, (recorded in Plat Cabinet 4, Slide 523, Plat Records of Taylor County, Texas);
 THENCE S 00°38'07" W 759.88' along the West line of said Section 2, Phase 2, to a found ½" Metal Rebar at the common corners of Lots 46 and 47, Block G, Elm Creek at Wylie, Section 2, Phase 2;
 THENCE S 08°22'23" E 113.69' along the West line of said Lot 46 and the West line of said Section 2, Phase 2 to the place of beginning and containing 6.22 acres of land.

Surveyed on the ground November 7, 2023

Alvin Joe Adams, P.E., R.P.L.S.
 P.E. No. 49263, R.P.S.L. No. 4130

PAGE 3 OF 3
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RESOLUTION NO. 76-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN CITY OF ABILENE
AND RED DIRT HOLDINGS INC FOR THE ELM CREEK AT WYLIE DEVELOPMENT**

WHEREAS, the City of Abilene (City) has a policy governing the use of its pro-rata program to promote and encourage the development of residential subdivisions; and

WHEREAS, Red Dirt Holdings, Inc. (Developer) plans to develop the Elm Creek at Wylie residential subdivision (Subdivision) located near Antilley Road and Twin Oaks Boulevard which is anticipated to contain approximately 400 residential lots at complete build-out; and

WHEREAS, the Developer plans to build-out the subdivision in four phases, with the first phase containing 53 lots; and

WHEREAS, the Developer is required to construct approximately 3,900 linear feet of offsite sewer extension of sufficient depth to serve the entire subdivision with gravity flow sanitary sewer and is responsible for all costs associated with such extension; and

WHEREAS, the construction of the sewer extension to the specifications required to create a gravity flow system rather than the use of a lift station will be beneficial to the City because it will reduce long term maintenance costs to the City which would be required to maintain a lift station; and

WHEREAS, the City maintains a pro rata sewer account to receive all money received for pro rata payments of sewer extensions; and

WHEREAS, the City and its Director of Water Utilities have determined that it is in the best interest of the City to initially contribute costs associated with the extension of the sewer main line to the subdivision, with reimbursement of total costs of such extension to be made by Developer to City; and

WHEREAS, the Developer has agreed to pay upfront, as described in the Development Agreement, the cost equaling one-fourth of the total estimated cost of the sewer extension, and thereafter pay on a pro rata basis the remaining three-fourths of the actual costs of the sewer extension in three equal payments as phases 2, 3 and 4 of the subdivision are each substantially built-out; and

WHEREAS, the Development Agreement requires that the Developer provide a security bond or other similar means which shall secure payment for a minimum of sixty-nine (69) months to assure the repayment of the City's initial investment in the sewer main extension; and

WHEREAS, the Development Agreement shall be filed in the official public records of Taylor County, Texas whereby those obligations shall run with the subdivision property, and any

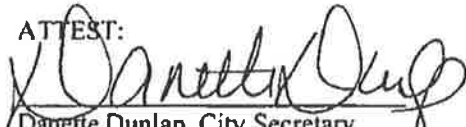
subsequent owner, successor or assignee of the subdivision property, excluding the individual lot owners, shall be responsible for any unpaid reimbursement payments at the time of transfer of ownership; and

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

The Abilene City Manager, or his designee, is authorized to execute the Development Agreement between the City of Abilene and Red Dirt Holdings Inc. for the Elm Creek at Wylie residential development offsite sewer main extension, which establishes the terms and conditions for the City of Abilene to construct the offsite sewer main extension utilizing Pro Rata funds, and for Red Dirt Holdings, Inc. to reimburse the City of Abilene for the full cost of installing the offsite sanitary sewer facilities by making an initial upfront payment and three additional equal payments as each of phases 2, 3, and 4 are substantially built-out.

ADOPTED this 9th day of June, 2016.

ATTEST:


Danette Dunlap, City Secretary


Norman Archibald, Mayor

APPROVED:


Stanley Smith, Interim City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS
AND RED DIRT HOLDINGS, INC.**

This Agreement is entered this 9th day of June, 2016 between the City of Abilene, Texas (City), 555 Walnut, Abilene, Texas 79601, and Red Dirt Holdings, Inc. (Developer), _____, pursuant to City of Abilene Code of Ordinances, its Land Development Code, its Pro-rata development policy, and the City's Chapter 380 Economic Development program.

WHEREAS, the City has a policy governing the use of its pro-rata program to promote and encourage the development of residential subdivisions; and

WHEREAS, the Developer has acquired property located at the west end of Antilley Road, Abilene, TX 79606 (TCAD Property ID 13759, and formally identified as A0417 SUR 101 WM E VAUGHN, ACRES 216.58) as further described on the plat, Attachment A; and

WHEREAS, the Developer plans to develop a residential subdivision at the subject property, which is anticipated to contain approximately 400 residential lots at complete build-out; and

WHEREAS, the Developer plans to build-out the subdivision in four phases, the first phase containing 53 lots; and

WHEREAS, the subdivision of the above described property triggers a sewer extension to connect the property to existing sanitary sewer manhole #068-171 located near and north of 5050 Live Oak Trail; and

WHEREAS, the developer is required to construct the sewer extension and is responsible for all costs associated with such extension; and

WHEREAS, the current sewer manhole #068-171 is not of adequate depth to allow for a gravity flow extension to be constructed; and

WHEREAS, the City maintains a pro rata sewer account to receive all money received for pro rata payments of sewer extensions; and

WHEREAS, the City and its Director of Water Utilities have determined that it is in the best interest of the City to initially contribute costs associated with the extension of the sewer main line to the property, with reimbursement of total costs of such extension to be made by Developer as each phase of the subdivision is built-out; and

WHEREAS, the Developer has agreed to pay upfront, as described herein, the cost equaling one-fourth of the total estimated cost of the sewer extension, and thereafter pay on a pro rata basis the remaining three-fourths of the actual costs of the sewer extension in three equal payments as phases 2, 3 and 4 of the subdivision are each substantially built-out; and

WHEREAS, the construction of the sewer extension to the specifications required to create a gravity flow system rather than the use of a lift station will be beneficial because it will reduce long term maintenance costs to the City which would be required to maintain a lift station.

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

1. The "Project" shall consist of the construction of all offsite sanitary sewer facilities beginning at a new manhole connection to the existing 18 inch diameter sewer main located near the crossing of Antilley Road over Catclaw Creek, and extending a PVC gravity sanitary sewer main west along the south side of Antilley Road for a distance of approximately 3,900 feet, and terminating at a new manhole located adjacent to the planned Elm Creek at Wylie Development, and includes all manholes, connections, appurtenances, parts, materials, equipment, and labor necessary to complete the installation.
2. The Developer shall directly pay the total cost to hire a Texas Licensed Professional Engineer (Project Engineer) to provide all of the surveying, design, preparation of plans, specifications and contract documents, development of Engineers estimated cost of construction, bidding assistance to the City, and general project supervision necessary for the successful completion of the project. The plans and specifications of said sewer main shall be prepared by the Project Engineer and reviewed and approved by the City.
3. The Project Engineer shall assist the City's Purchasing Department with the solicitation for bids, evaluation of the bid submittals, and provide a recommendation of the lowest qualified bidder, which shall establish the total cost of the project that the Developer promises to pay the City for the City's construction of the Project.

The Project Engineer estimates the cost of the project to be \$ 550,600.00 (Estimated Cost).

4. Developer shall pay upfront one-fourth of the total estimated cost of the project into the City's pro rata sewer account. The Developer's upfront one-fourth payment shall be paid to and received by the City no later than ten (10) days prior to the City Council's bid award of the construction contract to the construction contractor. Upon receipt of the Developer's upfront one-fourth payment and execution of the construction contract with the construction contractor, the City shall pay all costs for constructing the project from the pro rata fund. The Developer's failure to make the upfront one-fourth payment as required by this agreement will automatically void this agreement, wherein the City will subsequently reject any and all bids for the construction project. Upon this agreement becoming void as provided herein, Developer waives and shall not be entitled to any damages incurred as a result of this agreement.

5. The Developer shall pay the City the actual three-fourths cost of the sewer extension in three equal payments, with such payments being made into the City's pro rata sewer account at such time that phases 2, 3 and 4 of the subdivision are each substantially built-out. Total payment shall be paid in full no later than twenty (20) years from the date of this agreement. The combined total value of the three equal payments shall be the actual total cost of the project minus the actual value of the Developer's upfront one-fourth payment to City.

6. The Developer shall provide a sufficient surety bond, trust agreement, performance bond, or an irrevocable letter of credit approved by the Director of Water Utilities and City Attorney guaranteeing payment of the developer's pro-rata share of construction costs of the sewer main extension. Such security guarantee shall initially secure payment for a minimum of sixty-nine (69) months. The security guarantee required of the Developer shall correspondingly be reduced in the amount of each payment made by the Developer and deposited into the City's Pro Rata account. Prior to the expiration of term of the initial Security Document, Developer may submit an amended or a new security document to extend the security for additional periods for a combined term not to exceed 20 years. City will act in good faith to not unreasonably withhold acceptance of an amended or new security document. To allow adequate time for approval by the City, the initial pre-approved preferred guarantee of performance document shall be provided to the Director of Water Utilities at the time Developer pays its upfront one-fourth payment of the total estimated cost of the project pursuant to paragraph 4 above.

7. City shall have the right and authority to make a full or partial draws on the performance guarantee security document according to the terms of the document. In the event that the City makes a partial draw on the security, the amount of the security amount requirement shall correspondingly be reduced in the amount of that partial draw. In the event that the City makes a full draw on the security, the security provision of this Agreement shall no longer be required. If Developer has not paid his full pro-rata obligation under the terms of this Agreement within initial term of the security document, or within any amended, extended or new term of the security document as referenced in paragraph 6 above, City shall have the right and authority to make a

full or partial draw on the security according to the terms of the security document. In the event that the draw is in an amount that fully satisfies Developer's pro-rata payment obligations under the terms of this Agreement, then and in that event Developer's obligations under this Agreement shall be considered fully satisfied.

8. The Developer shall complete build-out of phases 1, 2, 3 and 4 of its subdivision as soon as reasonably possible, but in no event shall complete build-out of phases 1, 2, 3 and 4 occur more than twenty (20) years from the date of this agreement.

9. The Developer shall pay to the City the sum of \$137,650.00 or one fourth (1/4) of the recommended bid award value if the bid award value varies from the Engineer's estimate, to satisfy the Developer's upfront one-fourth contribution requirement under the terms of this development agreement.

10. The City shall deposit the above upfront one-fourth payment into its sewer pro rata account.

11. The parties agree, and include as part of the consideration herein, that this agreement, and the obligations hereto, shall run with the subdivision property, and any subsequent owner, successor or assignee of the subdivision property, excluding the individual lot owners, shall be responsible for any unpaid reimbursement payments at the time of transfer of ownership. The parties agree that this agreement shall be filed in the official public records of Taylor County, Texas.

12. Developer agrees to indemnify and hold harmless the City against loss or threatened loss or expense by reason of the liability or potential liability of the City for or arising out of any claims for damages including but not limited to bodily injuries, death, or damage to property due to any act or omission of the City, its employees, or agents arising out of this agreement.

13. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. This agreement shall be interpreted under the laws of the State of Texas. Any litigation under this agreement shall be resolved in the trial courts of Taylor County, Texas. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE

RED DIRT HOLDING, INC.

By: Robert Hanna
Robert Hanna
City Manager

By: Lynn Beal
Lynn Beal, President

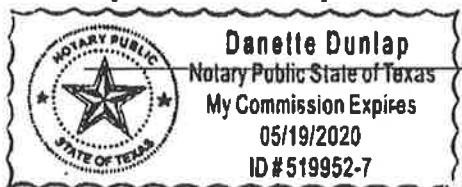
STATE OF TEXAS _____)

COUNTY OF TAYLOR _____)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Hanna, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 14, 2016.

My Commission Expires:



5-19-2020

Danette Dunlap
Notary Public, State of Texas
Notary's name (printed): Danette Dunlap

STATE OF TEXAS _____)

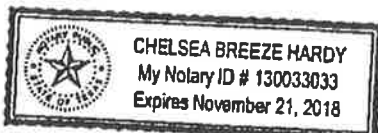
COUNTY OF TAYLOR _____)

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Beal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 14th, 2016.

My Commission Expires:

November 21, 2018

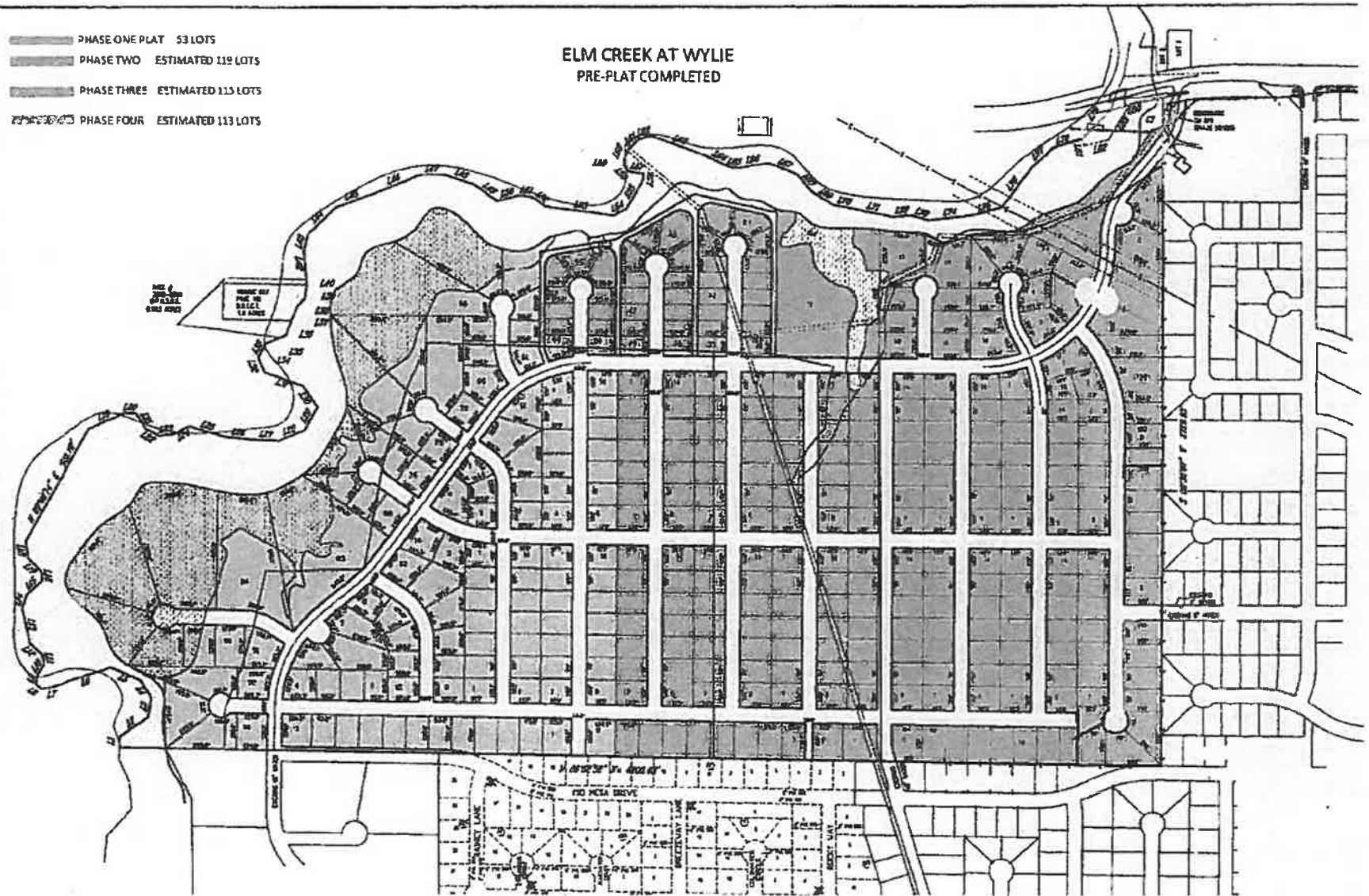


Chelsea Breeze Hardy
Notary Public, State of Texas
Notary's name (printed): Chelsea Breeze Hardy

Attachment A
Plat of Development Property

- PHASE ONE PLAT 53 LOTS
- PHASE TWO ESTIMATED 119 LOTS
- PHASE THREE ESTIMATED 115 LOTS
- PHASE FOUR ESTIMATED 113 LOTS

ELM CREEK AT WYLIE PRE-PLAT COMPLETED



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS
AND RED DIRT HOLDINGS, INC.**

On June 19th, 2016, the City of Abilene, Texas, and Red Dirt Holdings, Inc., entered into a Development Agreement ("Agreement") regarding development of property located at the west end of Antilley Road, Abilene, TX 79606 (TCAD Property ID 13759, and formally identified as A0417 SUR 101 WM E VAUGHN, ACRES 216.58); and

WHEREAS, the Agreement is recorded as Instrument Number 201908601 in the Official Public Records of Taylor County, Texas; and

WHEREAS, the parties intend to correct the name of the Developer, which is and has always been Red Dirt Holdings, LLC; and

WHEREAS, this amendment is being executed in conjunction with the issuance of a new letter of credit; and

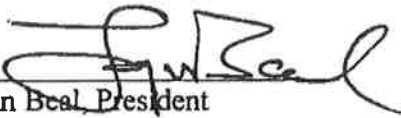
WHEREAS, all terms and conditions of the Agreement remain in full force and effect; and

WHEREAS, this First Amendment may be filed in the Official Public Records of Taylor County, Texas.

NOW THEREFORE, the City of Abilene, Texas, and Red Dirt Holdings, LLC, hereby agreed to amend and correct the name of the Developer from Red Dirt Holdings, Inc., to RED DIRT HOLDINGS, LLC. All terms and conditions of the Agreement remain in full force and effect.

AGREED this 17th day of June, 2019.

RED DIRT HOLDINGS, LLC

By: 
Lynn Beal, President

CITY OF ABILENE, TEXAS

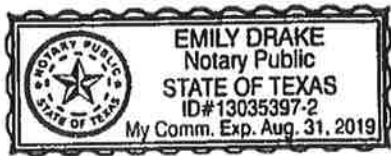
By: 
Robert Hanna, City Manager

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STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Beal, President, Red Dirt Holdings, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 17, 2019.

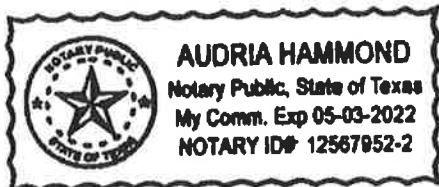


Emily Drake
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Hanna, City Manager, City of Abilene, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 25, 2019.



Audria Hammond
Notary Public, State of Texas

**AUTHORIZING ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT
AGREEMENT FROM RED DIRT
HOLDINGS, LLC
TO LANTANA MEADOWS, LLC**





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director
ITEM: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a Provider of Network Services *(Troy Swanson)*

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire additional professional services to support network and project implementation from Computer Task Group (CTG), Inc. The IT Department has funding allocated for these services. The IT Department is requesting an Amendment 01 of the amount \$47,900 to a contract for professional network implementation services from CTG, Inc. in the total not-to-exceed amount of \$126,600.

FUNDING/FISCAL IMPACT

These services 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 - CTG - Network
2. CTG Change Order 01 for Network Stabilization
3. 101-2025 - Acquire Professional Svs from Computer Task Group
4. CoA Purchase Order - 252890_B - Network Svs
5. 20260212 - City Council - Presentation - CTG

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. 2026-XX

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

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

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

WHEREAS, the Information Technology Department has executed an original contract for network implementation services in the amount of \$78,700; and

WHEREAS, the Information Technology Department has proposed Amendment 01 negotiated with CTG, Inc. for these network implementation services for an additional Scope of Work of \$47,900 and a total not-to-exceed amount of \$126,600; and

WHEREAS, these funds will be provided via the Technology Plan Fund; and

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

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

Part 1: That the City Council approves the acquisition of network implementation services for a total not to exceed amount of \$126,600.

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

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Change Order

Client Legal Name:	City of Abilene		
Change Order Name:	Change Order – Network Stabilization, Cloudflare DNS, and Thousand Eyes		
Authorizing Document Description:	Statement of Work – Network Stabilization		
CTG Project Number:	11902260	Authorizing Document Date:	June 17, 2025
Client PO Number or Agreement Number: (if applicable)	PO #00252890	Initiated By:	Curtis Kogelman
Effective Change Date:	January 5, 2026	Change Order Number:	01

Reason for Change
The City of Abilene has requested additional scope to include: • Migration of DNS services from Google Cloud DNS to Cloudflare. • Implementation of ThousandEyes for network performance monitoring and visibility. This change is required to enhance network reliability, improve security posture, and provide advanced monitoring capabilities.
Impact on Scope
The Scope of work will Have the following Scope for Network implementation of DNS Migration and ThousandEyes Implementation • See Appendix A: Cloudflare Migration Scope • See Appendix B: Thousand Eyes Scope
Impact on Schedule
The overall schedule will now extend into February 2026 to support the implementation of these activities and additional time for Network equipment to be received and installed.
Impact on Fees
The Professional Services Contract dated May 28, 025, along with Purchase Order 00252890 and the Statement of Work – Network Stabilization, outlines an approximate total Professional Fees and Expenses of \$78,700. This change order increases the approximate total of Professional Fees and Expenses to \$126,600 (a \$47,900 increase). A revised table of hours and associated costs is provided below. Of the Total Professional Fees an estimated \$70,977.50 has been utilized since July 4, 2025. The information below will replace Section 7 - Professional Fees in the Statement of Work – Network Stabilization Statement of Work. This revised table calls for a shift in resources for the new Scope and identifies resources no longer needed with the scope changes. Professional Fees All services will be performed on a time and materials basis. CTG will invoice the City of Abilene for actual hours expended monthly at the rate listed in the table below. These estimates are for budgetary purposes only and should not be construed as a fixed-fee. Hours estimates are for planning and budgetary purposes. Hours may adjust within the estimated cost.

CTG Resources	Hourly Rate	Estimated Hours	Estimated Fees
Network Architect	\$190	280	\$53,200
Network Engineer Special Level	\$145	480	\$69,600
Estimated Travel			\$7,600
Estimated Total			\$130,400

Expenses

Onsite Visit: CTG anticipates the potential for up to four (4) onsite trips with an estimated travel cost of \$1,900 for each trip for a total estimate of \$7,600. Meal Per diem to be based on the GSA rates for Abilene, Texas.

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025&state=TX&city=abilene&zip=

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

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

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

City of Abilene

Computer Task Group, Incorporated, a
Cegeka Company

By: _____

Name: _____

Title: _____

Date: _____

Graham “Scooter” Beachum

Senior Client Partner

January 7, 2026

Appendix A: Cloudflare Migration

Planning & Discovery Identify all DNS zones, records, TTLs, and dependencies.

- Export DNS inventory from Google Cloud DNS.
- Validate all record types (A, CNAME, MX, TXT, SPF, DKIM, etc.).
- Identify special configs (load balancers, SaaS, APIs).

Deliverables: DNS Inventory List, Migration Plan

Level of Effort: Medium

Cloudflare Environment Setup

- Provision Cloudflare account/tenant.
- Create DNS zones.
- Configure DNSSEC (if required), proxy settings, and baseline security.

Deliverables: Cloudflare Tenant Ready, Zones Created

Level of Effort: Low/Medium

DNS Record Migration

- Import/export DNS zone files or manual migration.
- Cross-validate accuracy with source records designed automated scripts.
- Configure advanced records
- Map caching/proxy settings per application.

Deliverables: All DNS Records Replicated in Cloudflare

Level of Effort: High

Pre-Cutover Validation (4 hours)

- Validate DNS resolution through multiple resolvers.
- Test mailflow (MX + SPF/DKIM/DMARC).
- Test Cloudflare proxy mode & web routing.
- Perform propagation checks.

Deliverables: Validation Checklist, Go/No-Go Approval

Level of Effort: Medium

Cutover Execution

- Update registrar name servers to Cloudflare.
- Validate global propagation start.

- Monitor routing, errors, and service behavior.

Deliverables: Name Server Cutover Complete

Level of Effort: Low

Post-Migration Monitoring & Optimization

- Monitor DNS analytics and error rates.
- Tune Cloudflare caching, WAF, proxy, and routing behavior.
- Validate DNSSEC.
- Complete final documentation and handoff.

Deliverables: Final DNS Configuration, Runbook, Optimization Summary

Level of Effort: Medium

Appendix B: Thousand Eyes Implementation

Project Overview

Purpose: Implement Cisco ThousandEyes for network visibility across Abilene's WAN, Internet, SaaS, and internal applications.

Team:

Includes **one onsite visit** to Abilene for knowledge transfer, dashboard review, and collaboration with the network team.

Initiation & Requirements

- Stakeholder alignment
 - Define KPIs, critical apps, monitoring scope
 - Network/application inventory review
 - Existing tools analysis
-

High-Level Design (HLD)

- Agent deployment strategy (Enterprise, Endpoint, Cloud)
 - Path visibility, SD-WAN, Internet monitoring architecture
 - Network mapping & interface points
 - Draft HLD diagrams
-

Low-Level Design (LLD)

- Final LLD, naming conventions, thresholds
 - SIEM/ITSM integration model
 - Enterprise agent build templates
 - Test configuration matrix
-

Build & Configuration

- Review installation
 - Validate architecture integrity
 - Install Enterprise & Endpoint Agents
 - Configure HTTP/DNS/BGP/VoIP tests
 - Firewall and proxy validation
 - Build dashboards + alerts
-

Pilot & Validation

- Test/alert validation
 - KPI baseline review
 - Fix test failures
 - Validate collector and cloud connections
-

Production Rollout

- Final design approval
 - Handoff validation
 - Agent deployment to all sites
 - Confirm SIEM/ITSM alerts
-

Training & Knowledge Transfer

- Training sessions (NOC, Network team, IT Ops)
 - Interpretation of path visualizations & BGP analysis
 - Dashboard walkthrough
 - Alerting runbook demonstration
-

Onsite Visit (Abilene) Knowledge Transfer + Dashboard Review

- Executive/NOC overview session
- Final architecture acceptance
- Hands-on training
- Review of test results, tuning, dashboards

RESOLUTION NO. 101-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE PROFESSIONAL SERVICES FROM COMPUTER TASK GROUP (CTG), INC.
THROUGH TEXAS DIR-CPO-5587 CONTRACT**

WHEREAS, the City Council of the City of Abilene recognizes the need for professional and implementation services to support the stabilization of the City's technology network infrastructure; and

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

WHEREAS, those services will provide for the design, configuration and implementation of network services; and

WHEREAS, this will be accomplished in the not-to-exceed amount of \$78,700.00; and

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

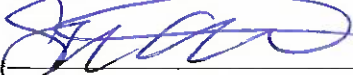
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ABILENE, TEXAS:**

Part 1: That the City Council approves the acquisition of professional services from Tyler Technologies, Inc. for a not-to-exceed amount of \$78,700.00 in fiscal year 2025

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

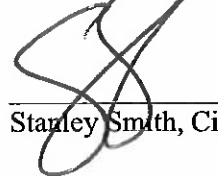
ADOPTED this 12th day of June, 2025.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney





CITY OF ABILENE
555 WALNUT ST
ABILENE, TX 79601

Bill To BILLTO
CITY OF ABILENE
ATTN: ACCOUNTING
PO BOX 60
ABILENE, TX 79604-0060
accounts payable@abilenetx.gov

Vendor 10746
COMPUTER TASK GROUP INC
300 CORPORATE PARKWAY
SUITE 214N
AMHERST, NY 14226

Ship To
INFORMATION TECHNOLOGY
555 WALNUT ST
ROOM B7
ABILENE, TX 79601-5254

Purchase Order

Fiscal Year 2025 Page 1 of 1

THIS PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number 00252890

Purchase Order Date 06/17/2025

Department INFORMATION TECHNOLOGY ADMIN

Exempt from Texas Sales & Use Tax EIN # 75-6000440

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	DELIVERY REFERENCE
	PURCHASING@ABILENETX.GOV	10746	1253345	Joan.Duran	

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	OPERATION TEXAS STAR - NETWORK STABILIZATION Resolution No. 101-2025 DIR-CPO-5587 Network Architect: \$30,400 Network Engineer Special Level: \$46,400 Estimated Travel: \$1,900	1.0000	EA	\$78,700.0000	\$78,700.00

1. UNIT PRICE STATED IS THE PRICE QUOTED BY THE VENDOR. THE INVOICE MUST AGREE WITH THE PURCHASE ORDER. ANY CHANGE IN UNIT PRICE OR TOTAL AMOUNT WILL VOID THIS ORDER.
2. DO NOT OVERSHIP OR SUBSTITUTE. IF A SUBSTITUTE IS QUOTED, VENDOR MUST NOTIFY PURCHASING AGENT ON THE QUOTATION. PLEASE FOLLOW INSTRUCTIONS. WE RESERVE THE RIGHT TO CANCEL ORDER IF DELIVERY IS NOT MADE AS CONTRACTED.

Melissa Gorman
Purchasing Administrator

Total Ext. Price \$78,700.00

Purchase Order Total \$78,700.00

TERMS and CONDITIONS for CITY OF ABILENE

Offer/Acceptance - If this purchase order refers to your quote, bid, or proposal, then this purchase order is an acceptance of your offer to sell in accordance with the IFQ/IFB/RFP, as stated in your bid. If no quote, bid, or proposal is referenced, this purchase offer is an offer to buy, subject to your acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. In the event Seller form(s) or part(s) of forms are included in, or as an attachment to any quote, bid, proposal, offer, acknowledgement, or otherwise, Seller agrees that, in the event of inconsistencies or contradiction, the terms and conditions of the solicitation document and this purchase order shall supersede and control over those contained the Seller's form(s) regardless of any statement to the contrary in a Seller form(s). Unless the Buyer specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Seller form(s) regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.

Price/Delivery - Unless otherwise specified the price stated includes all charges and expenses (including shipment) of Seller. Any discount terms provided herein shall date from the date of delivery or the date of receipt of invoices, whichever is later. Time is of the essence. Deliveries are to be made both in quantities and at the terms specified herein, or on release schedules furnished under this purchase order. Except as otherwise provided in this purchase order; (1) The Seller shall be responsible for the goods covered by this purchase order until they are delivered at the designated delivery point, regardless of the point of inspection, (2) after delivery to the Buyer at the designated delivery point and prior to acceptance by the Buyer or rejection and giving notice thereof by the Buyer, the Buyer shall be responsible for the loss or destruct or of damages to the goods only if such loss, destruction or damage results from the negligence of the Buyer, its officers, employees or agents and (3) The Seller shall bear all risks as to rejected goods after notice of rejection, except that the Buyer shall be responsible for the loss, destruction or damage to the goods only if such loss, destruction or damage results from the gross negligence of the Buyer, its officers, employees or agents.

Cancellation - Buyer reserves the right either to suspend shipment of goods or to cancel this purchase order, in whole or in part, any time where each suspension or cancellation is caused by government order, regulation, or other requirements, embargos, acts of civil or military authority, acts of the public enemy, inability to secure transportation facilities, strikes, differences with workmen, accident at Buyer's plant, fire, acts of God, earthquakes, floods, or any cause beyond the control of Buyer or Seller.

Term or Equal - The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the product names in the specifications in function, performance, reliability, quality, and general configuration. Approval of "or equal" products shall be solely by judgment of the Buyer, and Seller warrants such substitutes to be equal.

Warranty - Seller warrants that, in addition to all warrants that are imposed or implied by law or equity, all goods furnished hereunder shall (a) conform to the specifications, drawings, samples or other descriptions furnished or adopted by the Buyer, and (b) be merchantable, of good quality and workmanship, and free from defects. Unless otherwise specified in this purchase order, all goods shall be newly made and of the manufacturer's current model.

Rejection - All goods or materials purchased herein are subject to inspection and approval by Buyer. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of the purchase order, whether held by the Buyer or returned will be at Seller's risk and expense.

Changes - The Buyer may at any time, by a written order, make changes within the general scope of this purchase order and the purchase order price or time shall be modified to reflect the change. All changes must be in writing.

Payments - The Seller shall be paid upon submission of proper invoices, the prices stipulated therein for goods delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided.

Law/Regulations - Seller represents and warrants that the performance of this order and the furnishing of goods called for shall be in accordance with applicable standards, provisions, and stipulations of all pertinent Federal, State or local laws, rules, regulations, and ordinances including but not limited to the Fair Labor Standards Act of 1938 (29 U.S.C. 201-209) as amended.

Indemnity - Seller shall be deemed as Independent Contractor for all purposes while performing under the Purchase Order, and shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all liability arising out of the Seller's performance under this Purchase Order. Seller warrants that the sale or use of any article described herein will not infringe on any patent, copyright, or trademark.

Terminating The Agreement - With reasonable cause, either Seller or Buyer may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes: a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

Termination For Convenience - The Buyer may terminate this purchase order, in whole or in part, whenever the Buyer shall determine that such termination is in the best interest of the Buyer. In the event of such termination, they Buyer shall only be responsible for the payment of services rendered or costs incurred by the Buyer up to the date of termination. Any such termination shall be effected by delivery to the Seller of Notice of Termination specifying the performance to be terminated and the effective date of the Termination. The Seller shall promptly stop work to the extend specified in the Notice.

Utilization Of Minority Business Enterprise - (a) it is the policy of the Buyer that the Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Buyer procurement. The Seller agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extend consistent with efficient performance.

Assignments and Subpurchase Orders - This purchase order shall not be assigned or transferred without written consent of the Buyer. Seller agrees that it will not subpurchase order the furnishings of any of the completed or substantially completed articles required by this purchase order without written approval of Buyer. No assignment of monies due hereunder shall be binding upon Buyer until its written consent thereto is obtained.

MSDS - Seller agrees to provide the City a current Material Safety Data Sheet (MSDS) for all hazardous or potentially hazardous chemical products. Said MSDS shall accompany the product or be provided prior to the time of delivery. Seller further agrees to provide the City copies of MSDS revisions when available.

Advertising - Seller agrees not to use the name of the City of Abilene or to quote the opinion of any City employee in any advertising without first obtaining the City's written consent.

Payments - Contractors 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.

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

City Charter - 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 and interest.

Applicable Law - This purchase order shall be construed in accord with the laws of the State of Texas including the Uniform Commercial Code as adopted in Texas.

Computer Task Group, Inc.

Network Implementation Services

February 12, 2025





Computer Task Group (CTG), Inc.

Professional Services Requirement:

- Support the implementation of network technologies
 - Providing services and collaboration
 - Implementing new network infrastructure

IT Department Recommendation

- Proposes the amendment of this contract in the amount of \$47,900 for a total not-to-exceed amount of \$126,600

The IT Department Endorses this request for professional services with CTG, Inc. in the total amount of \$126,600.



Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director
ITEM: 16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services with Computer Task Group (CTG), Inc. as a Provider of Project Services *(Troy Swanson)*

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire additional professional services to support network and project implementation from Computer Task Group (CTG), Inc. The IT Department has funding allocated for these services. The IT Department is requesting an Amendment 02 of the amount \$133,000 to a contract for professional project implementation services from CTG, Inc. in the total not-to-exceed amount of \$390,000.

FUNDING/FISCAL IMPACT

These services 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 - CTG - Project Services
2. CTG Change Order 02 ABI-IT Prof Svcs Jan2026
3. CTG Change Order 01 ABI-IT Prof Svcs Jan2026
4. 20260212 - City Council - Presentation - CTG

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. 2026-XX

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

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

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

WHEREAS, the Information Technology Department has executed an original contract for professional project implementation services in the amount of \$220,000, and through Amendment 01 increased that to \$257,000; and

WHEREAS, the Information Technology Department has proposed Amendment 02 negotiated with CTG, Inc. for these professional project services for an additional Scope of Work of \$133,000 and a total not-to-exceed amount of \$390,000; and

WHEREAS, these funds will be provided via the Technology Plan Fund; and

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

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

Part 1: That the City Council approves the acquisition professional project services for a total not to exceed amount of \$390,000 from CTG, Inc.

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

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Change Order #02

Client Legal Name:	City of Abilene		
Change Order Name:	Extension of end date / Increase Value		
Authorizing Document Description:	CTG – IT Professional Services - SOW		
CTG Project Number:	#11902266	Authorizing Document Date:	7/25/25
Client PO Number or Agreement Number: (if applicable)	PO 00253249	Initiated By:	Angela Koehler
Effective Change Date:	2/1/26	Change Order Number:	02

Reason for Change																			
This Change Order is issued to extend the duration of the Statement of Work (SOW) through September 30, 2026, and to increase the total not-to-exceed value for professional services and travel expenses. The additional funds of \$115,000 for professional services are based on a \$25,000 run rate per Notice to Proceed (NTP) and the management of NTPs conducted under the current agreement. Additionally, \$18,000 is added to travel expenses allocation.																			
Impact on Scope																			
No change in scope																			
Impact on Schedule																			
The project timeline is extended from July 31, 2026 to September 30, 2026																			
Impact on Fees																			
Increase in Funds: - The total not-to-exceed value for professional services is increased by \$115,000, bringing the new total to \$350,000 - The travel expenses allocation is increased by \$18,000, bringing the new total to \$40,000 - Total Increase to Budget: \$133,000																			
Updated Total Budget: The combined total not-to-exceed value for professional services and travel expenses is now \$390,000																			
<table border="1"> <thead> <tr> <th>Description</th><th>SOW Budget after Change Order #01</th><th>Change Order #02 Increase to Budget</th><th>Total Revised Budget</th></tr> </thead> <tbody> <tr> <td>Services</td><td>\$ 235,000.00</td><td>\$ 115,000.00</td><td>\$ 350,000.00</td></tr> <tr> <td>Travel</td><td>\$ 22,000.00</td><td>\$ 18,000.00</td><td>\$ 40,000.00</td></tr> <tr> <td>Totals</td><td>\$ 257,000.00</td><td>\$ 133,000.00</td><td>\$ 390,000.00</td></tr> </tbody> </table>				Description	SOW Budget after Change Order #01	Change Order #02 Increase to Budget	Total Revised Budget	Services	\$ 235,000.00	\$ 115,000.00	\$ 350,000.00	Travel	\$ 22,000.00	\$ 18,000.00	\$ 40,000.00	Totals	\$ 257,000.00	\$ 133,000.00	\$ 390,000.00
Description	SOW Budget after Change Order #01	Change Order #02 Increase to Budget	Total Revised Budget																
Services	\$ 235,000.00	\$ 115,000.00	\$ 350,000.00																
Travel	\$ 22,000.00	\$ 18,000.00	\$ 40,000.00																
Totals	\$ 257,000.00	\$ 133,000.00	\$ 390,000.00																

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



City of Abilene

Computer Task Group, Incorporated

By: _____
Name: _____
Title: _____
Date: _____

A handwritten signature in black ink, appearing to read "Scooter Beachum", is written over a light gray rectangular background.

Scooter Beachum

Senior Client Partner

January 12, 2026

Change Order #01

Client Legal Name:	City of Abilene		
Change Order Name:	Extension of end date / Increase Value		
Authorizing Document Description:	CTG – IT Professional Services - SOW		
CTG Project Number:	#11902266	Authorizing Document Date:	7/25/25
Client PO Number or Agreement Number: (if applicable)	PO 00253249	Initiated By:	Angela Koehler
Effective Change Date:	1/1/26	Change Order Number:	01

Reason for Change			
This Change Order is issued to extend the duration of the Statement of Work (SOW) through September 30, 2026, and to increase the total not-to-exceed value for professional services and travel expenses. The additional funds of \$35,000 for professional services are based on current Notice to Proceed (NTP) and the management of NTPs conducted under the current agreement. Additionally, \$2,000 is added to travel expenses allocation.			
Impact on Scope			
No change in scope			
Impact on Schedule			
The project timeline is extended from July 31, 2026 to September 30, 2026			
Impact on Fees			
Increase in Funds: - The total not-to-exceed value for professional services is increased by \$35,000, bringing the new total to \$235,000 - The travel expenses allocation is increased by \$2,000, bringing the new total to \$22,000 - Total Increase to Budget: \$37,000 Updated Total Budget: The combined total not-to-exceed value for professional services and travel expenses is now \$257,000			
Description	Original SOW Budget	Change Order #01 Increase to Budget	Total Revised Budget
Services	\$ 200,000.00	\$ 35,000.00	\$ 235,000.00
Travel	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00
Totals	\$ 220,000.00	\$ 37,000.00	\$ 257,000.00

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



City of Abilene

Computer Task Group, Incorporated

By: _____
Name: _____
Title: _____
Date: _____

A handwritten signature in black ink, appearing to read "Scooter Beachum", is placed over a light gray rectangular background.

Scooter Beachum

Senior Client Partner

January 12, 2026

Computer Task Group, Inc.

Project Implementation Services

February 12, 2025





Computer Task Group (CTG), Inc.

Professional Services Requirement:

- Support the implementation of technology projects
 - Providing project management and support
 - Providing support and services for organization change management

IT Department Recommendation

- Proposes the amendment of this contract in the amount of \$133,000 for a total not-to-exceed amount of \$390,000

The IT Department Endorses this request for professional services with CTG, Inc. in the total amount of \$390,000.



Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Continued Growth LLC for the Construction of Two New Single-Family Residences **(Tim Littlejohn)**

GENERAL INFORMATION

Continued Growth LLC is proposing to build two new single-family residences as part of the RebuildAbi program.

FUNDING/FISCAL IMPACT

\$30,450.00 each if sold at the maximum price of \$203,000.00

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. Continued Growth RESOLUTION
2. Continued Growth_809 Sycamore_New Construction Ch 380 agreement (1)
3. 809 Sycamore Plan
4. Continued Growth_3125 Simmons_New Construction Ch 380 agreement (1)
5. Simmons Plan
6. Continued Growth Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

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

This Economic Development Agreement (“Agreement”) is effective as of the 12th day of February, 2026 (“Effective Date”), by and between Continued Growth LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 809 Sycamore St. And 3125 Simmons Ave., in Abilene, Taylor County, Texas (the “Project Area”); and

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

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

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

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

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

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

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

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

ADOPTED on the 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

Continued Growth, LLC

This Economic Development Agreement ("Agreement") is effective as of the 12th day of February, 2026 ("Effective Date"), by and between Continued Growth, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 809 Sycamore in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

DEVELOPER

Continued Growth, LLC

Jacob Smith

3718 Ligustrum Rd

Abilene, TX 79605

407-810-9803

Continuedgrowthllc@gmail.com

By (signature):  _____
Signed by: FCB15112BD384EA...

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

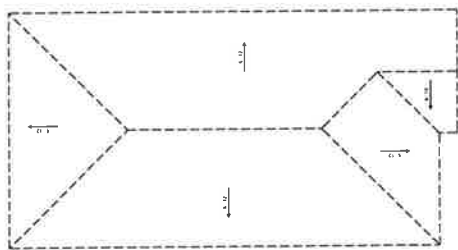
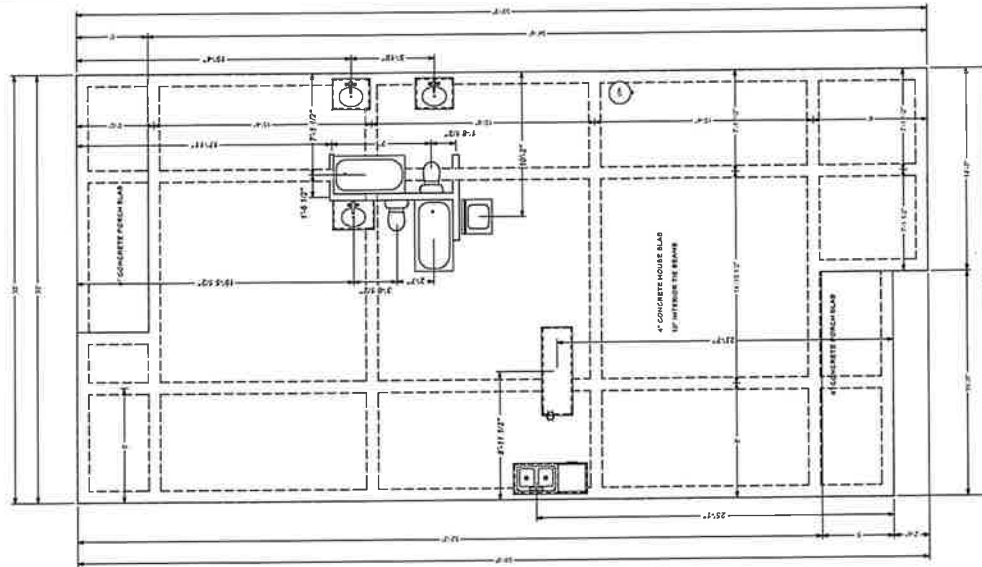
City Secretary

APPROVED AS TO FORM:

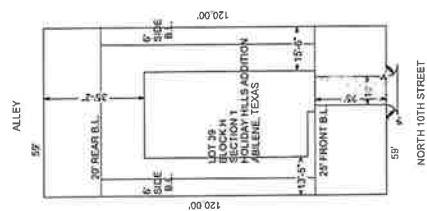
City Attorney

ATTACHMENT A

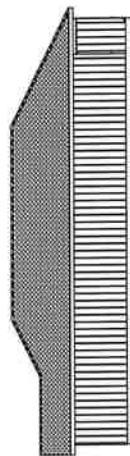
Attached- Developers building plans.



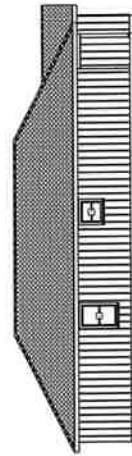
ROOF PLAN 1/8 in = 1 ft



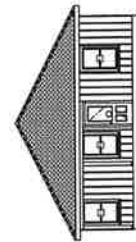
PLOT PLAN 1 in = 20 ft



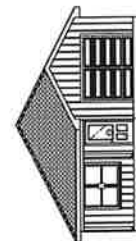
RIGHT ELEVATION



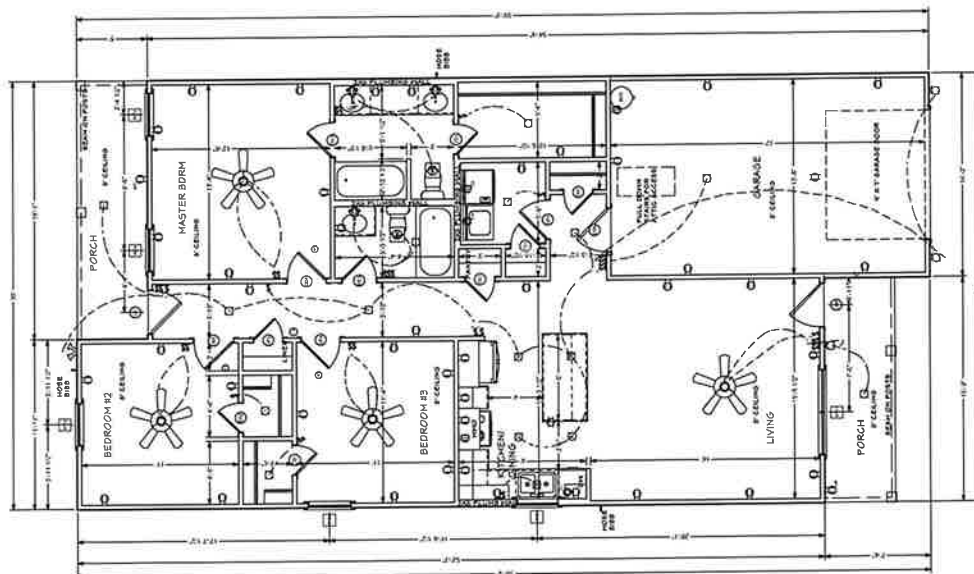
LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



FLOOR PLAN 1/4 in = 1 ft

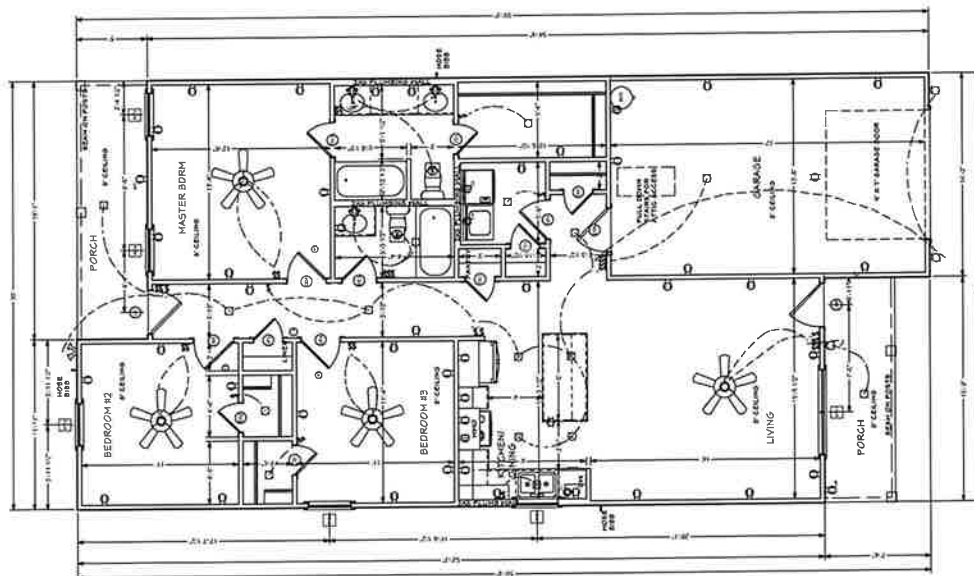
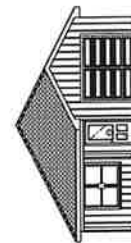
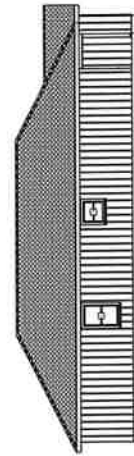
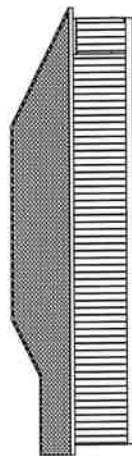
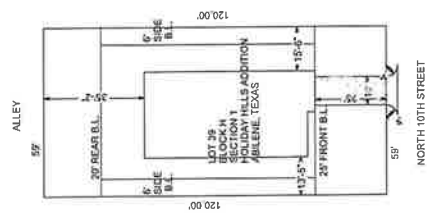
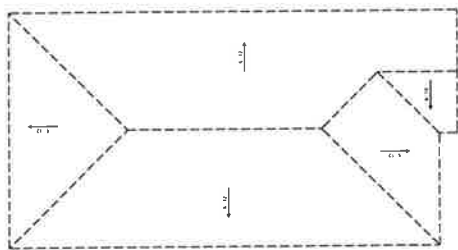
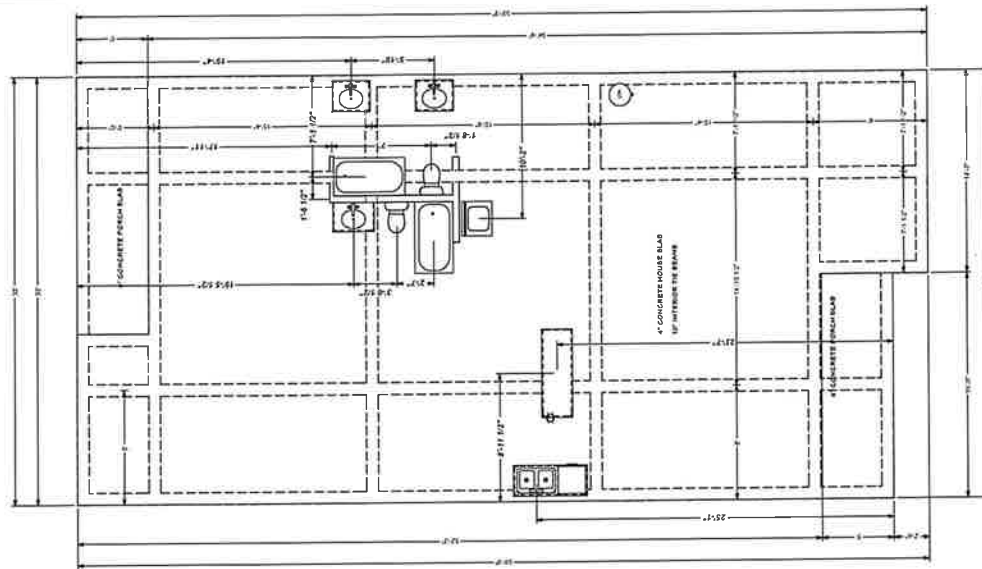
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WEEKLY SCHEDULE	
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12/11/12	14:00-15:00
12/11/12	15:00-16:00
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12/11/12	17:00-18:00
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12/11/12	19:00-20:00
12/11/12	20:00-21:00
12/11/12	21:00-22:00
12/11/12	22:00-23:00
12/11/12	23:00-24:00

NOTES:

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

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

[illegible][illegible]

NOTES:

1. ALL 8" PLATES.
2. HVAC IN ATTIC.
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4. STUD WALLS DIMENSIONED AT 3-1/2".

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

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

Continued Growth, LLC

This Economic Development Agreement ("Agreement") is effective as of the 12th day of February, 2026 ("Effective Date"), by and between Continued Growth, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 3125 Simmons in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

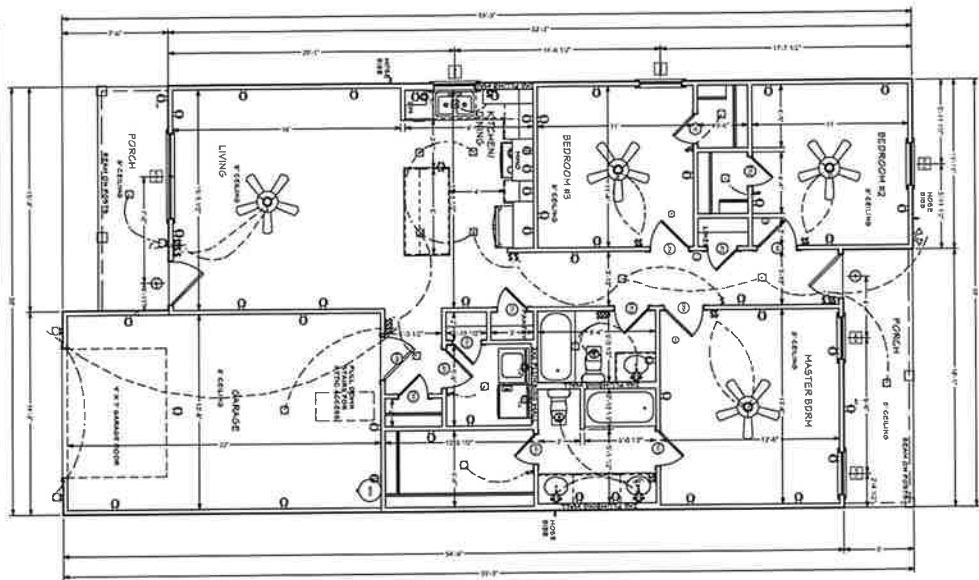
FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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

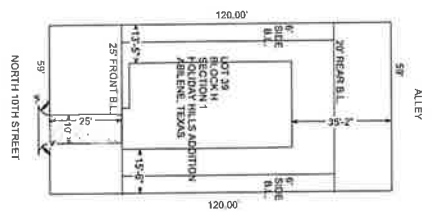
ATTACHMENT A

Attached- Developers building plans.

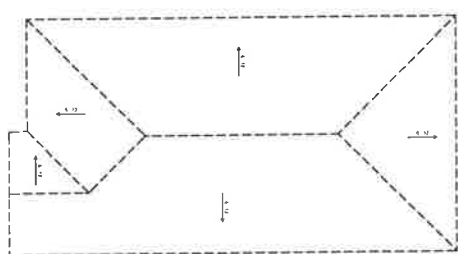


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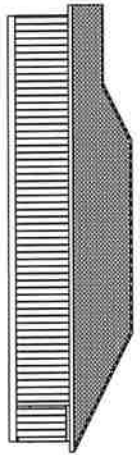
FLOOR PLAN 1/4 in = 1 ft



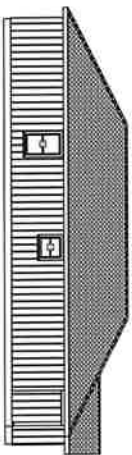
PLOT PLAN 1 in = 20 ft



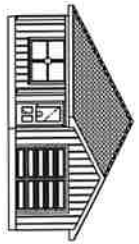
ROOF PLAN 1/8 in = 1 ft



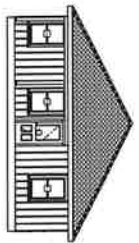
RIGHT ELEVATION



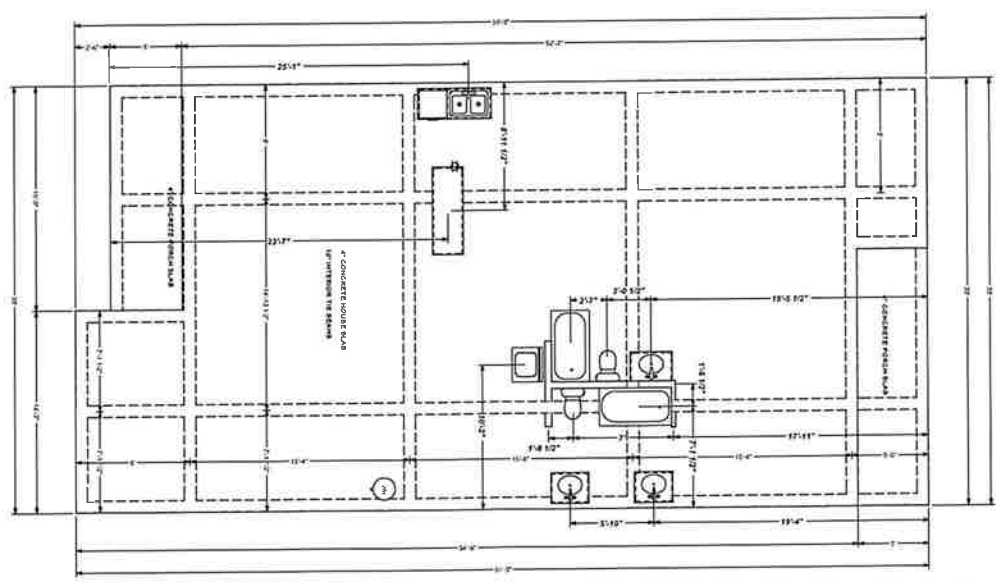
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



THORNTON CUSTOM HOMES			
Date: OCT 2025	Scale: 1/4" = 1'	1270 Sq Ft	gpt
FLOOR, PLOT, ROOF, FOUNDATION AND ELEVATIONS			
Page 11.1 OF 11		Drawing #: THORNTON-25-1270	

City Council Meeting

Economic Development Agreement
Continued Growth LLC





- Continued Growth LLC is proposing to build new single-family residences at 3125 Simmons Ave. and 809 sycamore St..
- All requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 18. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with West Texas Custom Builders for 1241 Locust St. *(Tim Littlejohn)*

GENERAL INFORMATION

WTCB is proposing to build a new single family residence at 1241 Locust St. as part of the RebuildAbi program.

FUNDING/FISCAL IMPACT

\$30,450.00 if sold at the maximum price of \$203,000.00

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. 1241 Locust St RESOLUTION (2)
2. WTCB_1241 Locust_New Construction Ch 380 agreement (1)
3. 1241 Locust Plan
4. 1241 Locust presentation (1)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 02/10/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND WEST TEXAS
CUSTOM BUILDERS FOR 1241 LOCUST ST**

This Economic Development Agreement (“Agreement”) is effective as of the 12th day of February, 2026 (“Effective Date”), by and between West Texas Custom Builders Homes, (“Developer”), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1241 Locust St., in Abilene, Taylor County, Texas (the “Project Area”); and

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

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

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

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

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

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

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

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

ADOPTED on the 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
West Texas Custom Builders**

This Economic Development Agreement ("Agreement") is effective as of the 12th day of February, 2026 ("Effective Date"), by and between West Texas Custom Builders ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1241 Locust St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___West Texas Custom Builders_____ its successors or assigns.

III. TERM

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

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 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.
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V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

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- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
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- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

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

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

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

AGREED:

DEVELOPER:

West Texas Custom Builders
286 Pilgrim Rd
Abilene, TX 79602
325-665-5327
wtcb@suddenlink.net

By (signature):



Name (printed): Tim Akens

Title: Principal

CITYOF ABILENE

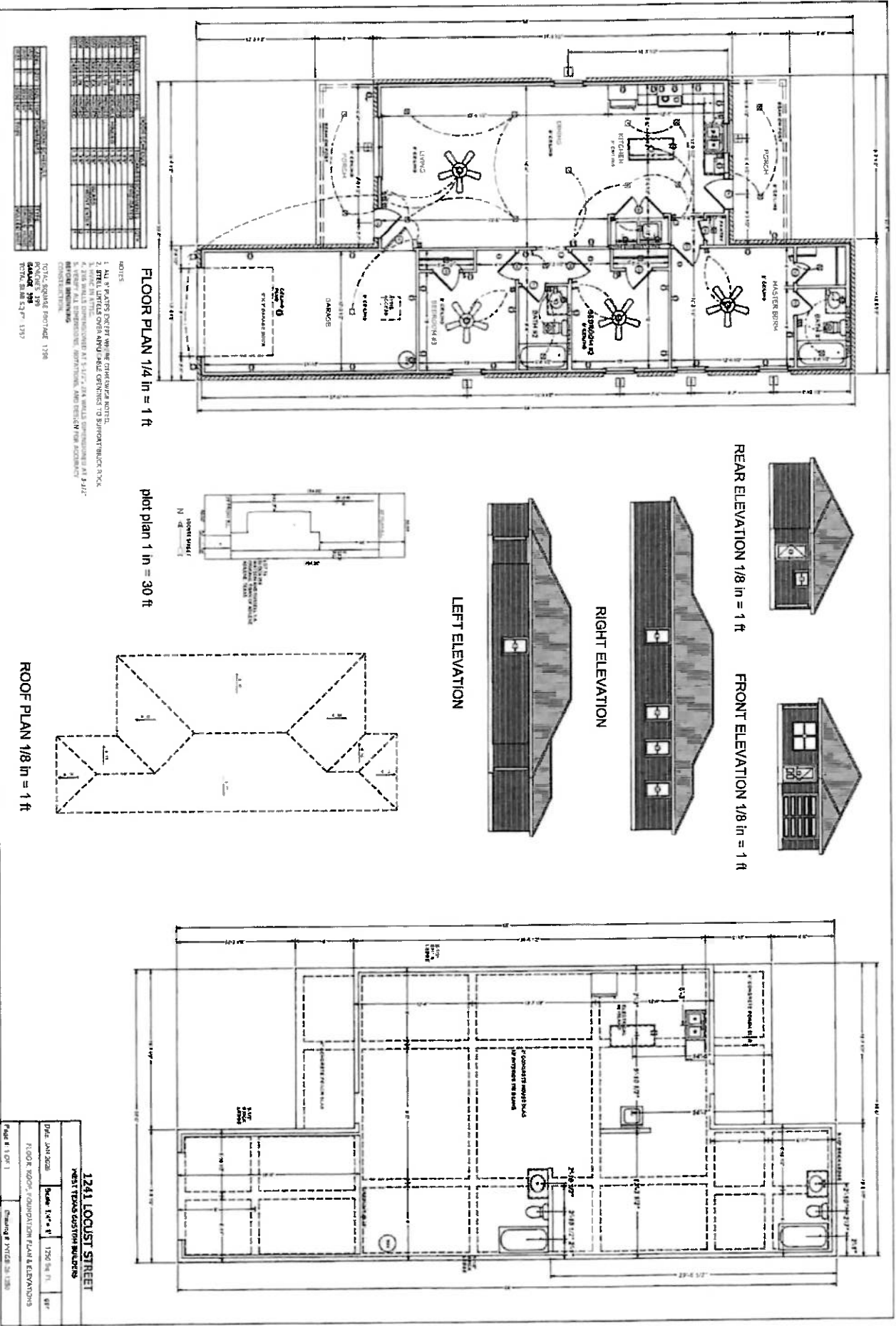
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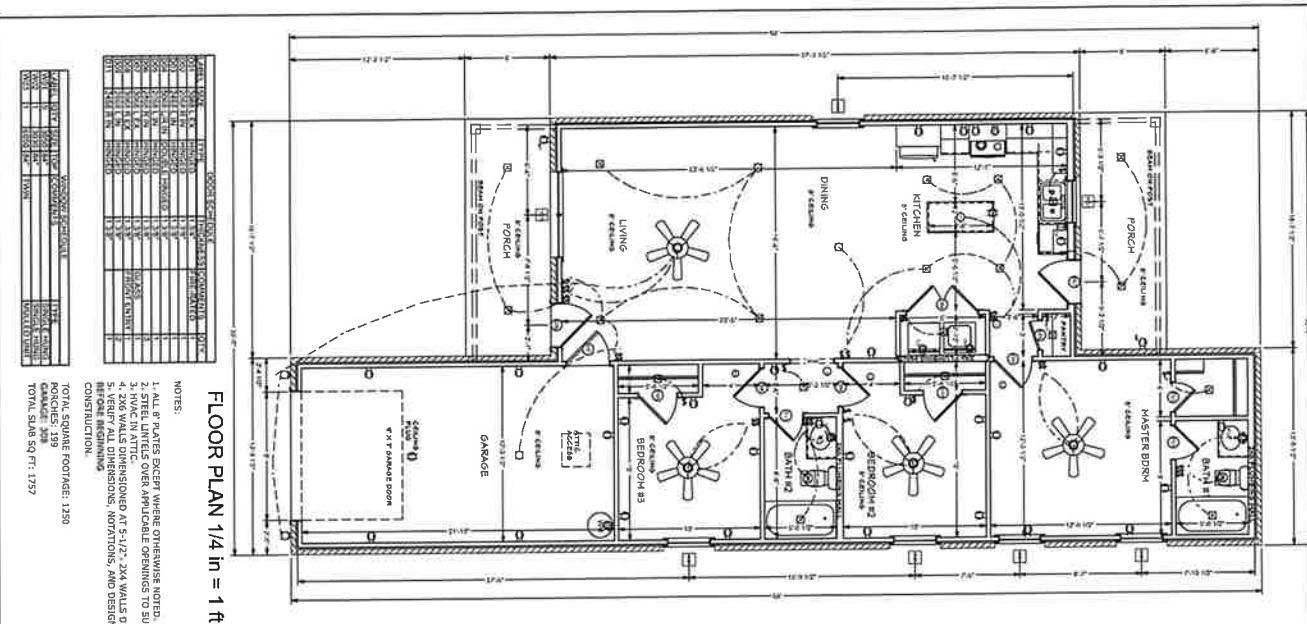
City Manager

City Secretary

APPROVED AS TO FORM:

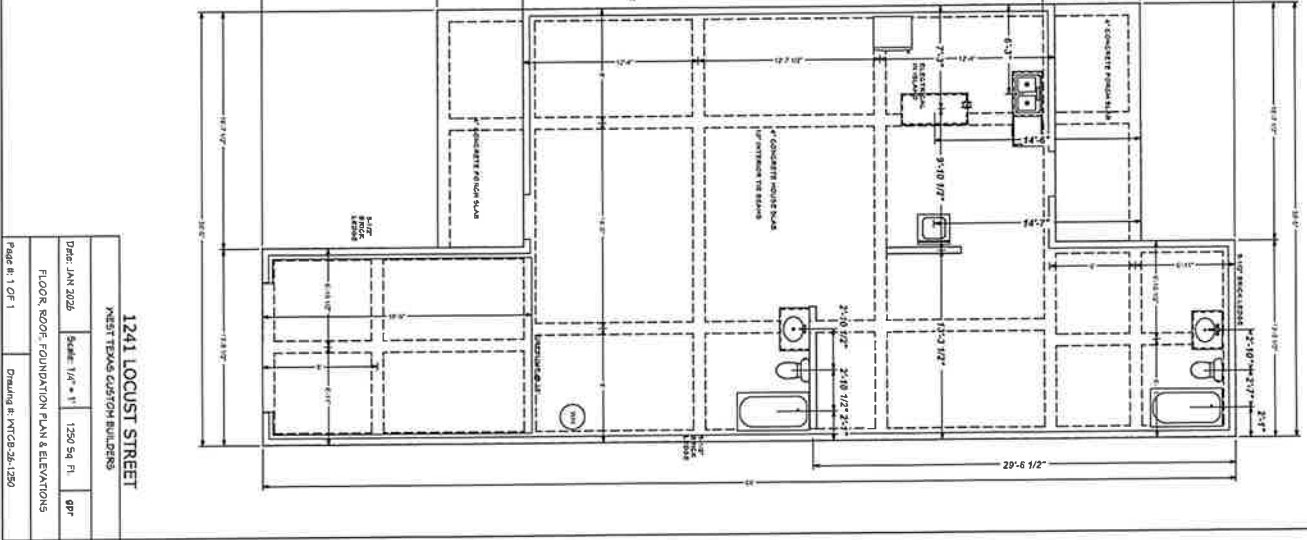
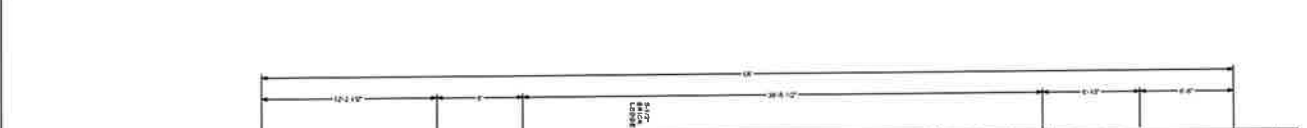
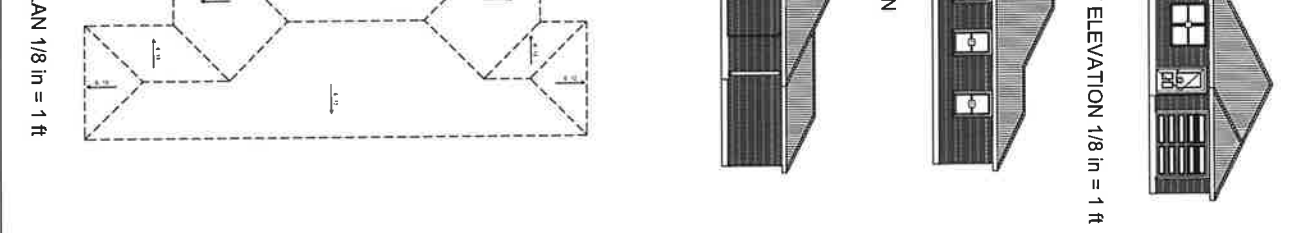
City Attorney





NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CEILING	1200	SQ FT	1.50	1800.00
2	FLOOR	1200	SQ FT	1.50	1800.00
3	WALL	1200	SQ FT	1.50	1800.00
4	DOOR	1200	SQ FT	1.50	1800.00
5	WINDOW	1200	SQ FT	1.50	1800.00
6	STAIR	1200	SQ FT	1.50	1800.00
7	ATTIC	1200	SQ FT	1.50	1800.00
8	ROOF	1200	SQ FT	1.50	1800.00
9	FOUNDATION	1200	SQ FT	1.50	1800.00
10	PAVING	1200	SQ FT	1.50	1800.00
11	LANDSCAPE	1200	SQ FT	1.50	1800.00
12	TOTAL				21600.00

- NOTES:
1. ALL 8" X 16" STUDS WHERE DIMENSIONS NOTED.
 2. STEEL LATHES OVER APPLICABLE OPENINGS TO SUPPORT/BACK ROCK.
 3. HVAC IN ATTIC.
 4. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 5. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 6. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 7. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 8. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 9. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 10. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 11. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".
 12. 2X6 WALLS DIMENSIONED AT 3'-1/2". 2X6 WALLS DIMENSIONED AT 3'-1/2".



Economic Development Agreement

1241 Locust St.





- West Texas Custom Builders is proposing to build a newly constructed affordable home located at 1241 Locust St.
- Home is approximately 1250 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price shall not be above \$203,000





QUESTIONS





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 19. Ordinance (First Reading): Z-2026-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.65 Acres from Planned Development District (PDD-116) to General Commercial (GC) Zoning. Located at 2002 Jameson Street. (Tim Littlejohn)

GENERAL INFORMATION

The owner would like to rezone the property to General Commercial to allow new uses for the property. The existing Planned Development District is restrictive and does not permit some commercial uses by right.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 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 12th day of February, 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 16th day of January, 2026, 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 26th 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 26th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

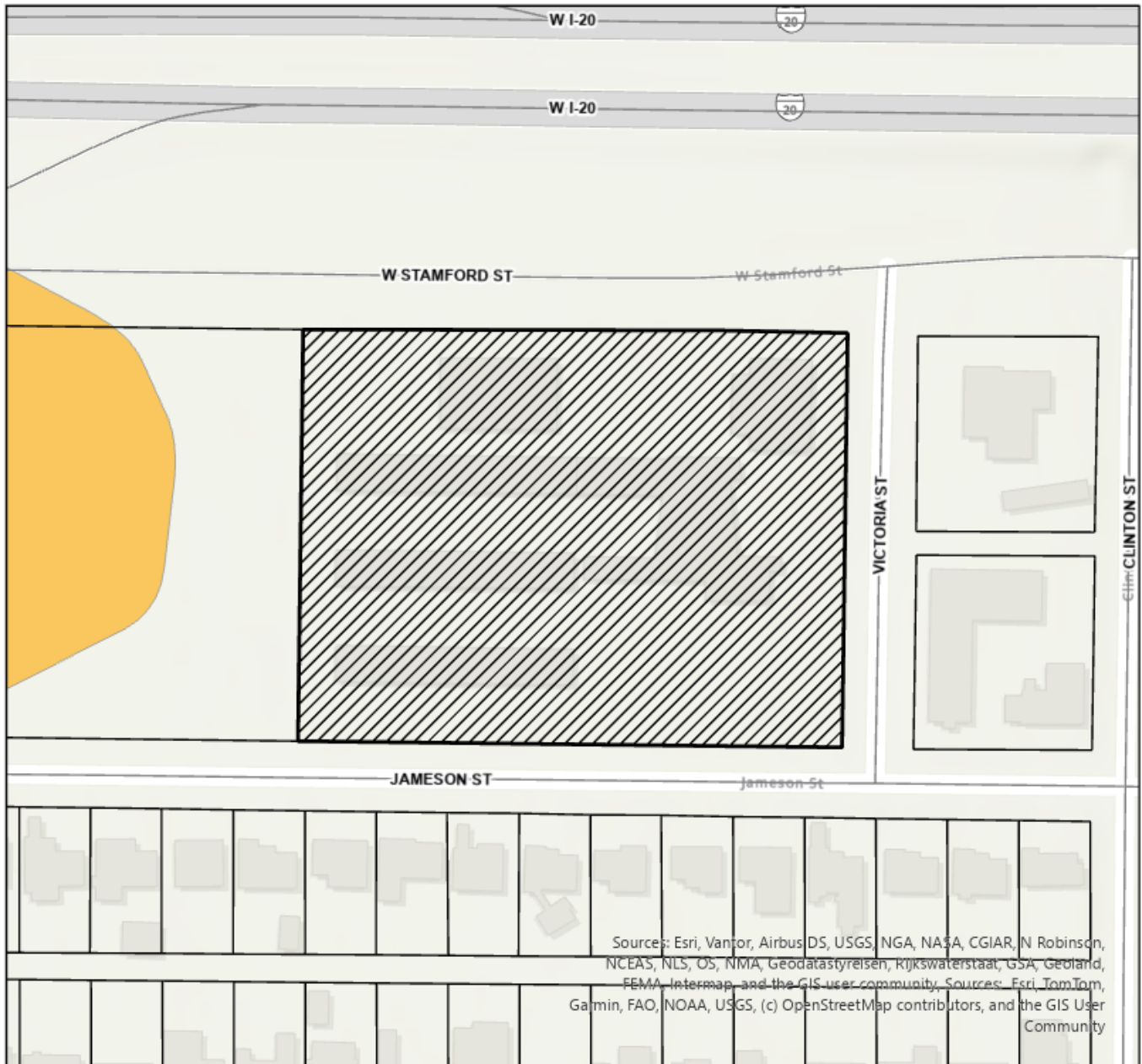
EXHIBIT A

Change the zoning of approximately 3.65 acres from Planned Development District (PDD-116) to General Commercial (GC).

Legal description as follows:

QT 7904 Addn, Block A, Lot 2

Located at 2002 Jameson St.



END

ZONING CASE

Z-2026-02

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: February 3, 2026
City Council 1st Reading: February 12, 2026
City Council 2nd Reading: February 26, 2026

Applicant

Owner: Hit Ventures, LLC

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 3.65 acres from Planned Development District (PDD-116) to General Commercial (GC).

Location

Located at 2002 Jameson St.

Background

The owner would like to rezone the property to General Commercial to allow new uses for the property. The existing Planned Development District is restrictive and does not permit some commercial uses by right.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC	Retail Sales – outdoors non-vehicle
East	RS-6	Vacant/Church
South	RS-6	Single-Family Residences
West	PDD-116	Convenience Store

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
- Application

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

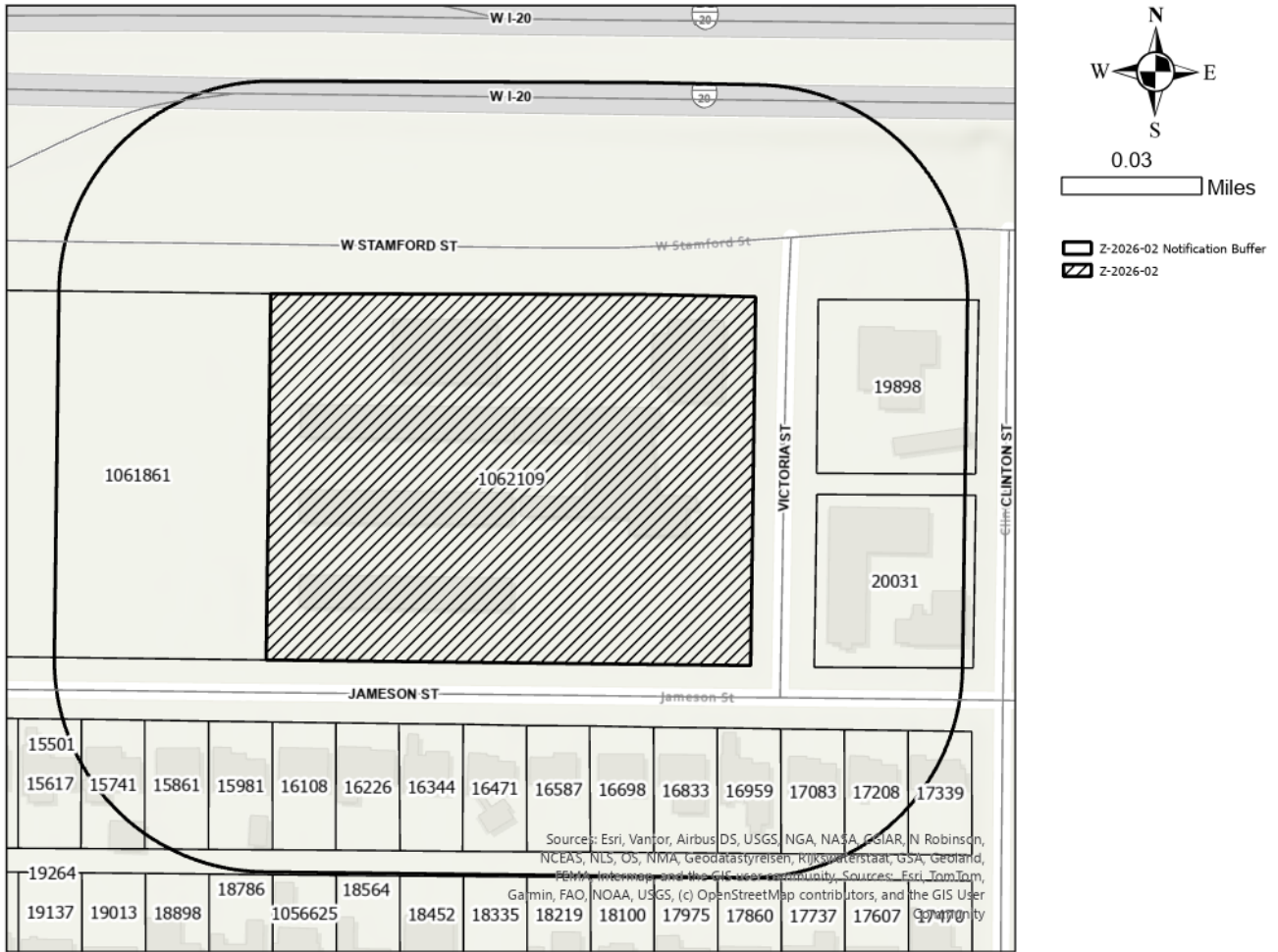
OWNER	PROP_ID	SITUS	RESPONSE
BENNETT MELISSA A	17083	1917 JAMESON ST	
BUCHALLA NORMAN DALE LIFE EST &	16959	1925 JAMESON ST	
COOPER SHIRLEY J MYERS	16471	1957 JAMESON ST	
DAWKINS MILES A	15741	2041 JAMESON ST	
DULANEY DEANNE J	17339	1901 JAMESON ST	
HIT VENTURES LLC	1062109	2002 JAMESON ST BLDG E	
JGN PROPERTIES LLC SERIES B	16833	1933 JAMESON ST	
LYALL DANIEL &	16587	1949 JAMESON ST	
MARTIN JACKIE G JR	15861	2033 JAMESON ST	
MARTIN PAUL G LF EST	15981	2025 JAMESON ST	
MARTINEZ VELIA RODRIGUEZ	15617	2049 JAMESON ST	
MC KEEVER SANDRA KAY	16698	1941 JAMESON ST	
NIETO JESSE JR	16344	2001 JAMESON ST	
NIETO MELANIE MARIE	16108	2017 JAMESON ST	
NORTH PARK ASSEMBLY OF GOD CHURCH	19898	1909 W STAMFORD ST	
QT SOUTH LLC	1061861	3217 OLD ANSON RD	
SNEARLY TOM	17208	1909 JAMESON ST	
SUAREZ DANIELA	16226	2009 JAMESON ST	

PROPERTY ID

Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
MARTINEZ VELIA RODRIGUEZ	15617	2049 JAMESON ST	
DAWKINS MILES A	15741	2041 JAMESON ST	
MARTIN JACKIE G JR	15861	2033 JAMESON ST	
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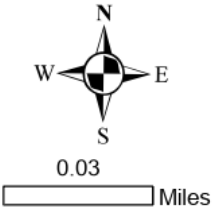
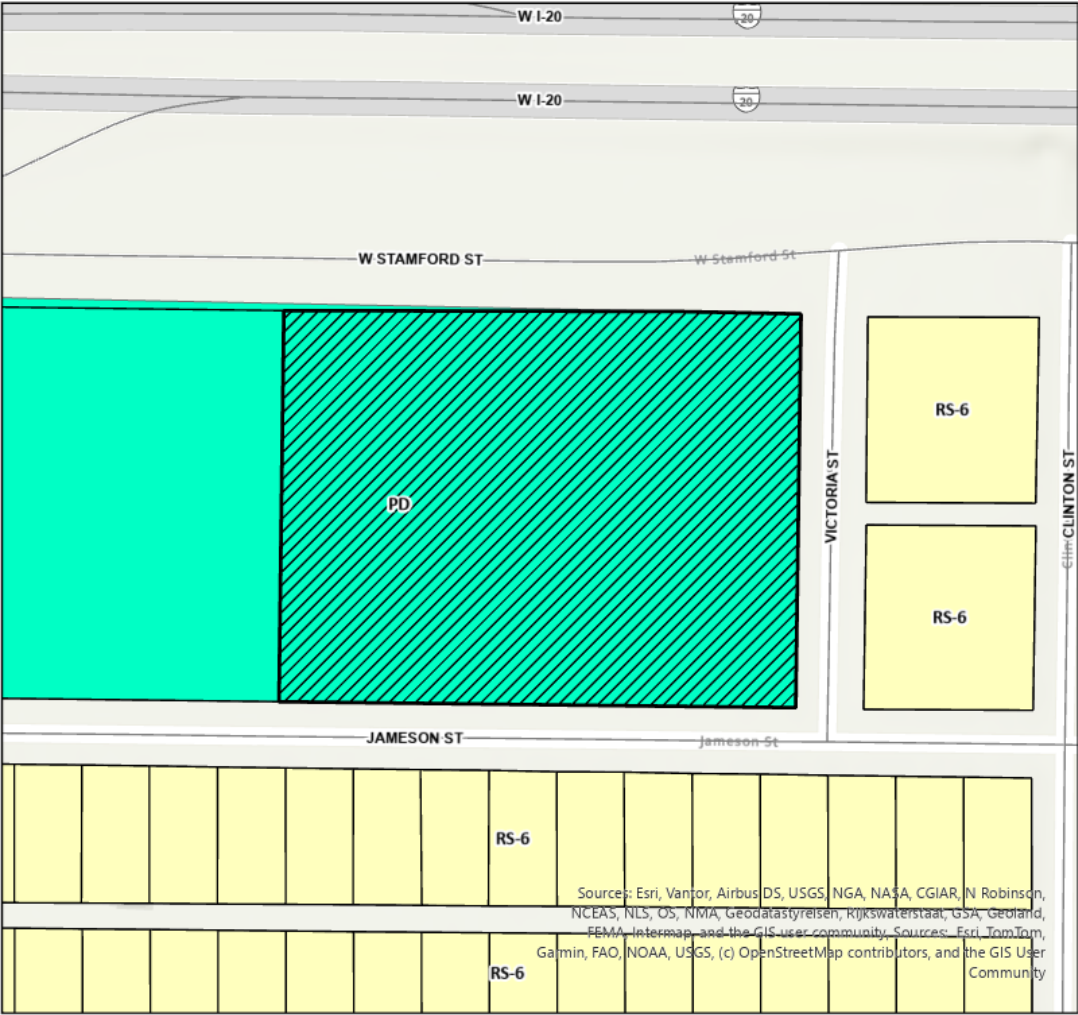
NOTIFICATION MAP



LOCATION MAP



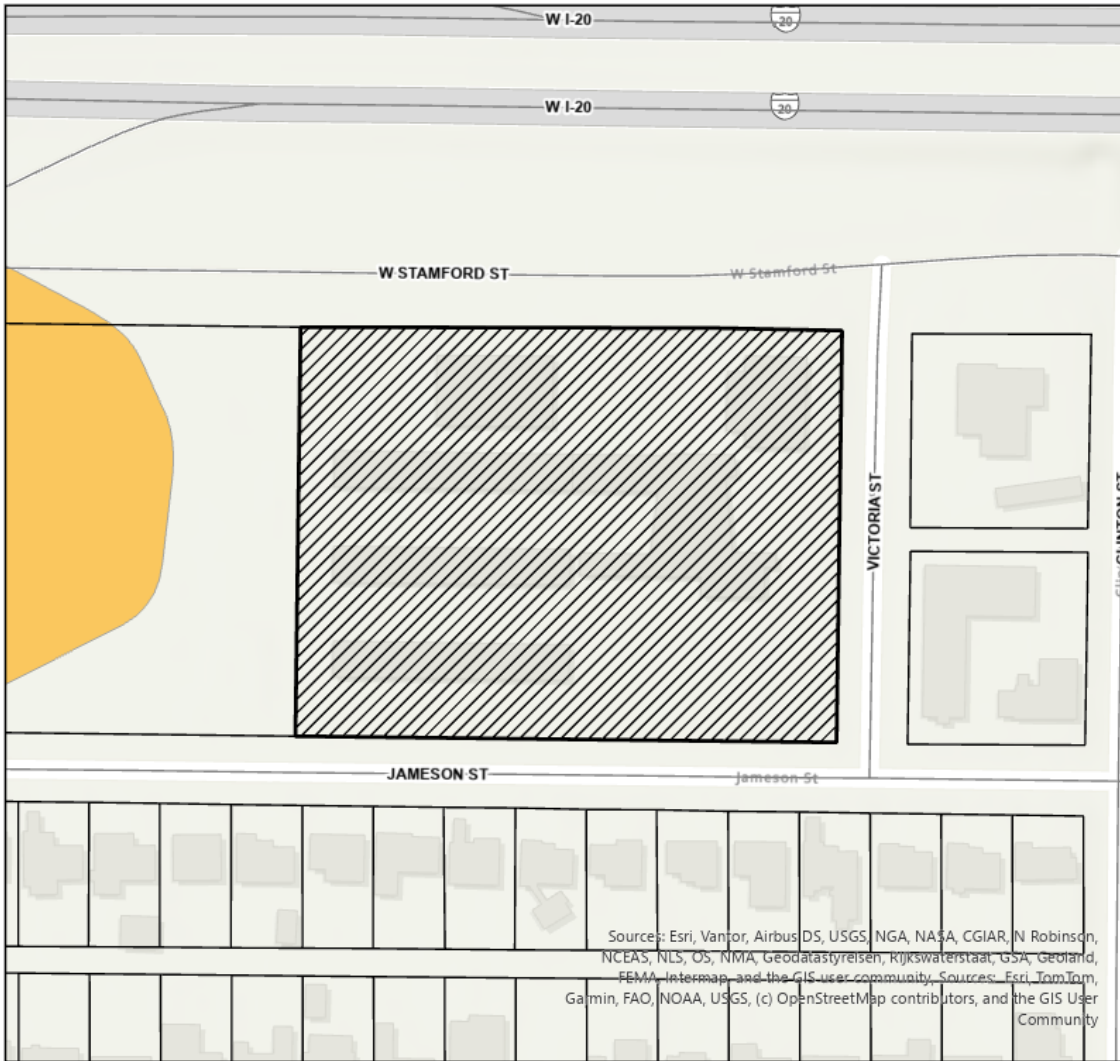
ZONING MAP



Z-2026-02
Zoning Districts
PD
RS-6

Source: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NIMA, Geodastysreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, Trimble, Galmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

FLOOD MAP



0.03

Miles

Z-2026-02

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



REZONE REQUEST

Case: Z-2026-02

Owner: Hit Ventures, LLC

Request: Change the zoning of approximately 3.65 acres from
Planned Development District (PDD-116) to General Commercial

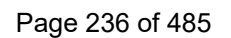
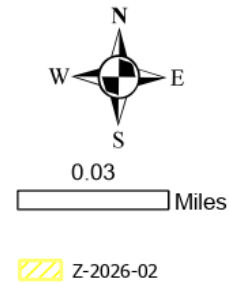
Location: 2002 Jameson St.

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: February 3, 2026

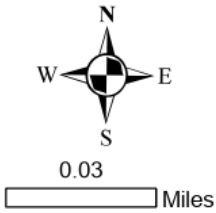
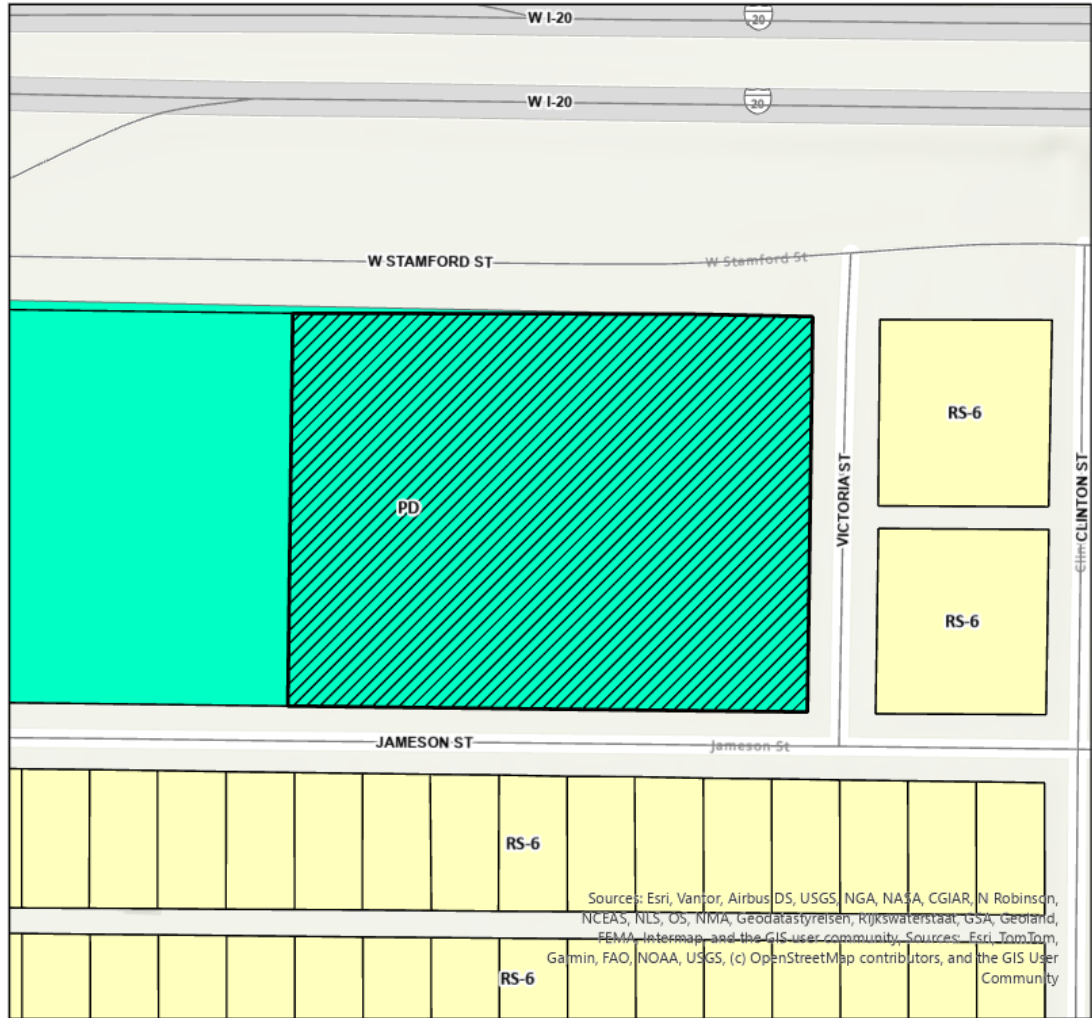
Council Hearing: February 12, 2026
February 26, 2026







ZONING MAP

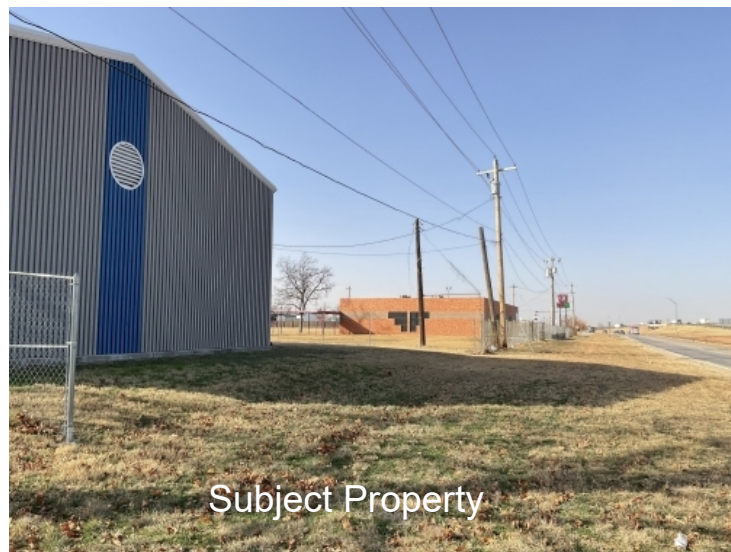


-  Z-2026-02
- Zoning Districts**
-  PD
 -  RS-6





PROPERTY VIEWS





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

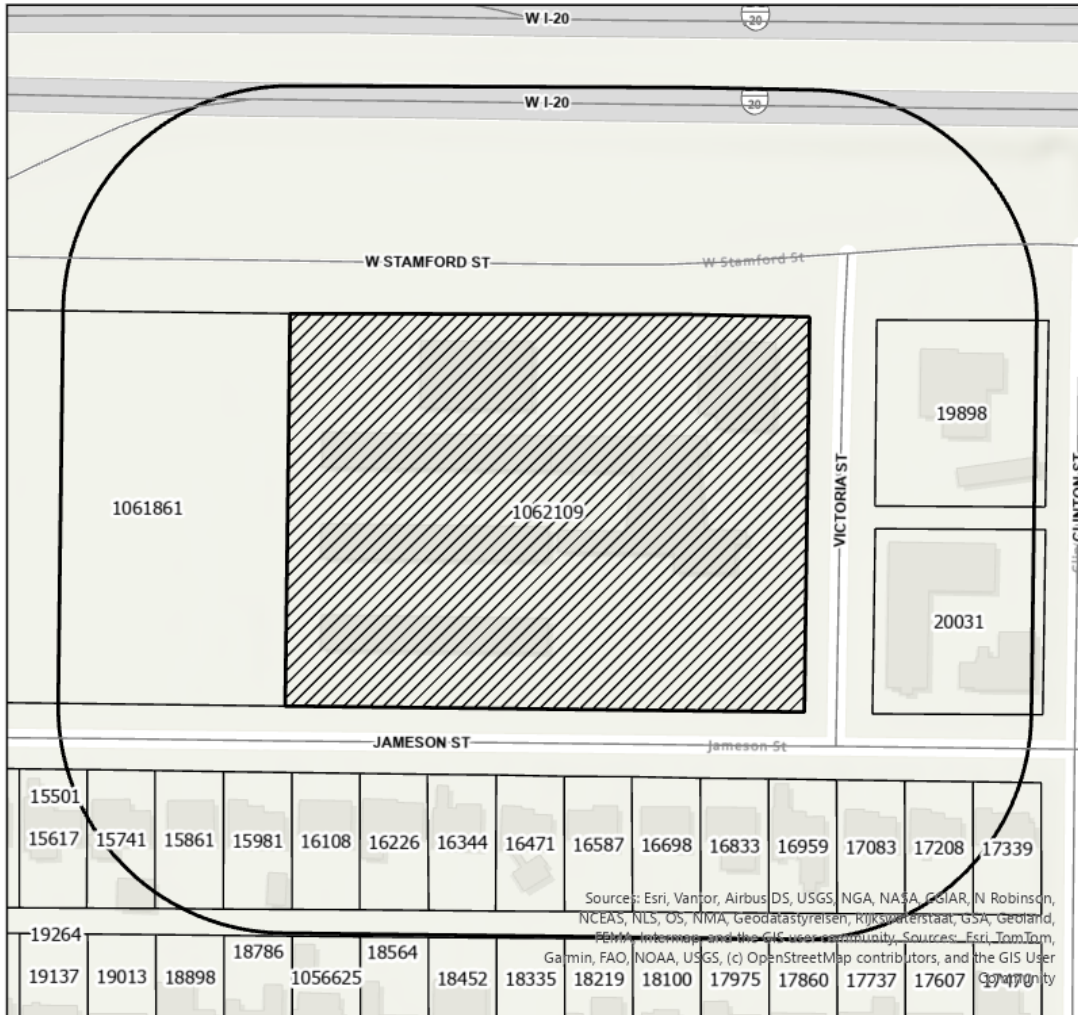
LEGEND

- 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



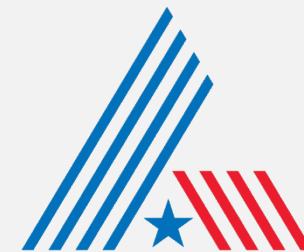
0.03

Miles

- Z-2026-02 Notification Buffer
- Z-2026-02

0 - in Favor -

0 - in Opposition -



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **20. Ordinance (First Reading) Z-2026-07: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 3.87 Acres from General Retail (GR) to Light Industrial (LI) Zoning. Located at 5601 Memorial Dr. (Tim Littlejohn)**

GENERAL INFORMATION

The property has 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 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 24 Windmill Cr - Opposed
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 12th day of February, 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 16th day of January, 2026, 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 26th 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 26th day of February, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ZONING CASE

Z-2026-07

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: February 3, 2026
City Council 1st Reading: February 12, 2026
City Council 2nd Reading: February 26, 2026

Applicant

Owner: Windmill Circle Apartments, LLC
Agent: Clint Rosenbaum

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 3.87 acres from General Retail (GR) to Light Industrial (LI).

Location

Located at 5601 Memorial Dr. Legal description being Lots 304, 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 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).

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
- Application

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on January 16, 2026, 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:

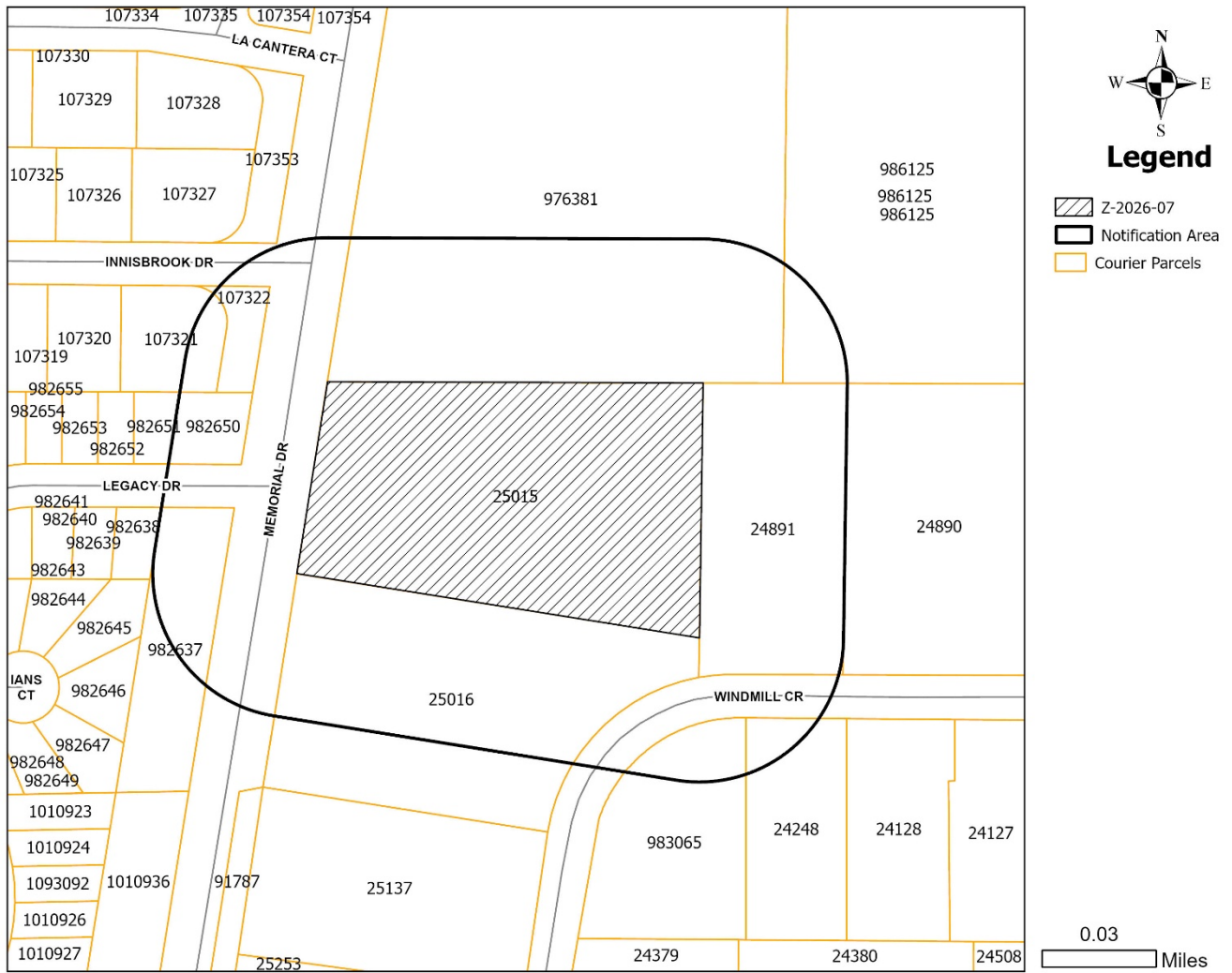
PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CHARGER PROPERTIES LP	976381	2225 COVENANT DR	
HOMEOWNERS OF LEGACY VILLAGE	982650	5566 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	982637	5650 MEMORIAL DR	
M2B ABILENE LLC	24890	18 WINDMILL CR	
RICH COLDEN 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	O
SMITH KEVIN ARTHUR	24248	21 WINDMILL CR	
SMITH KEVIN ARTHUR	983065	23 WINDMILL CR	
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	

PROPERTY ID

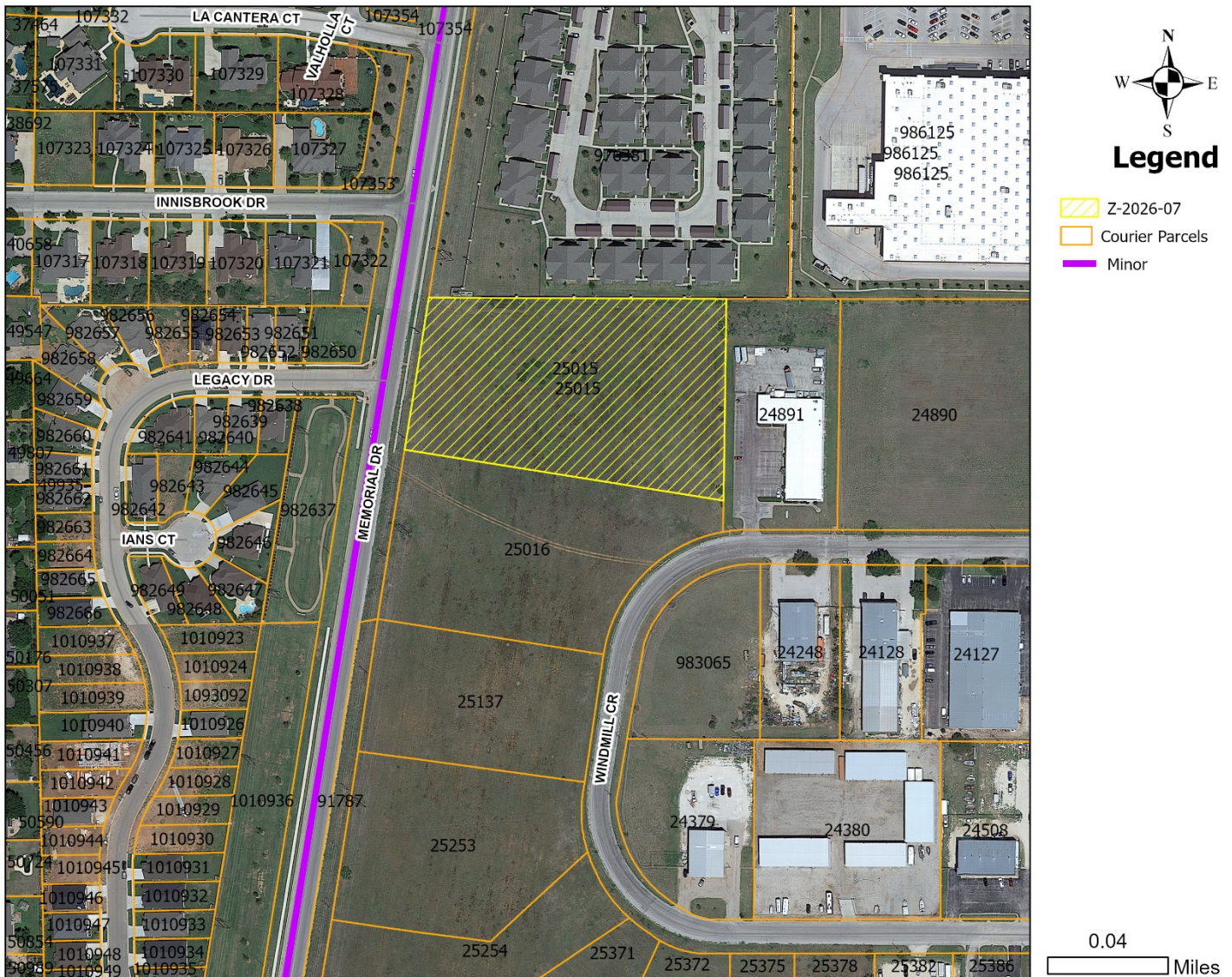
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SMITH KEVIN ARTHUR	24248	21 WINDMILL CR	
M2B ABILENE LLC	24890	18 WINDMILL CR	
SHERROD PAUL BLAKE JR &	24891	24 WINDMILL CR	O
WINDMILL CIRCLE APARTMENTS LLC	25015	5601 MEMORIAL DR	
WINDMILL CIRCLE APARTMENTS LLC	25016	28 WINDMILL CR	
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	
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SAMS REAL ESTATE BUSINESS TR	986125	5550 S CLACK ST	

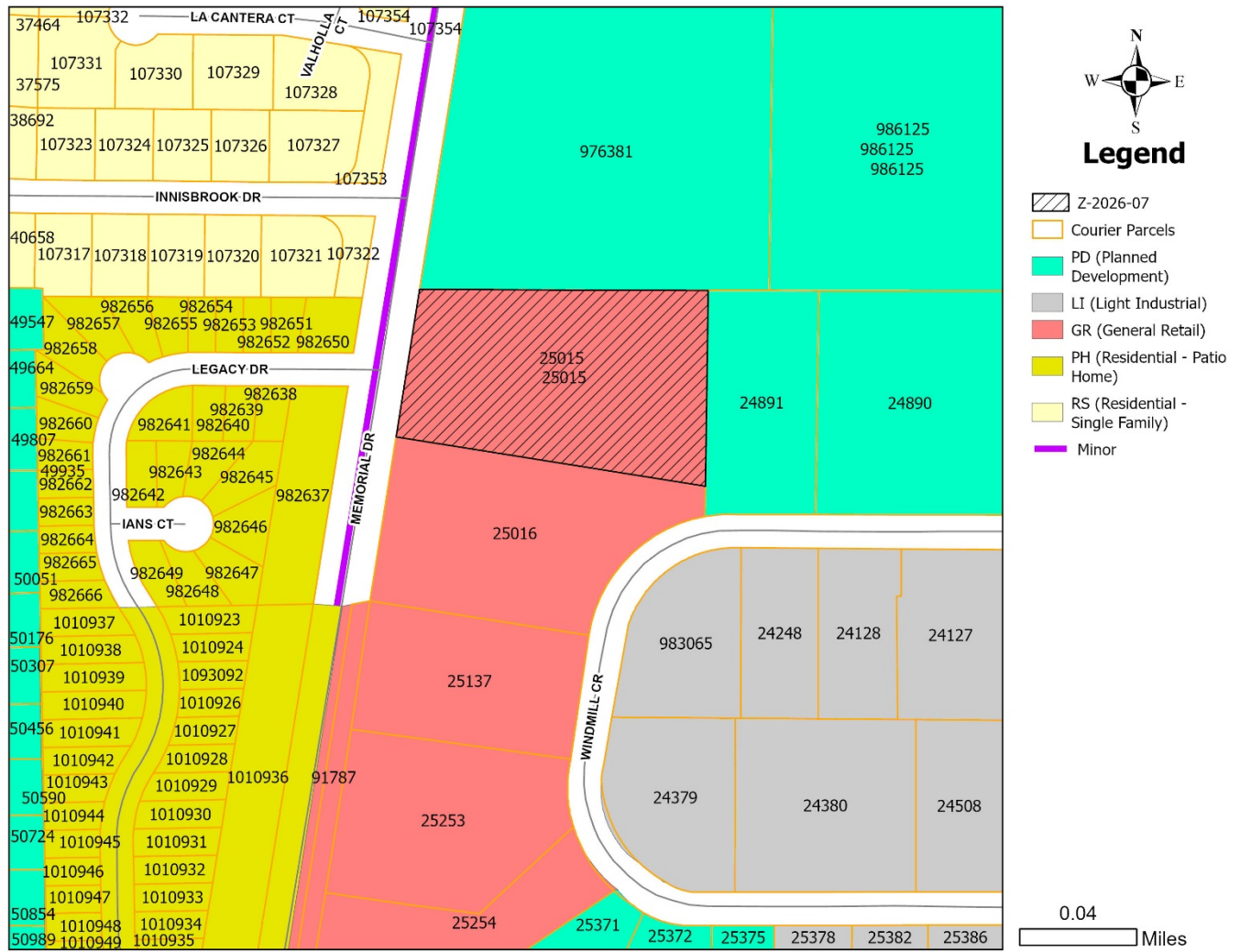
NOTIFICATION MAP



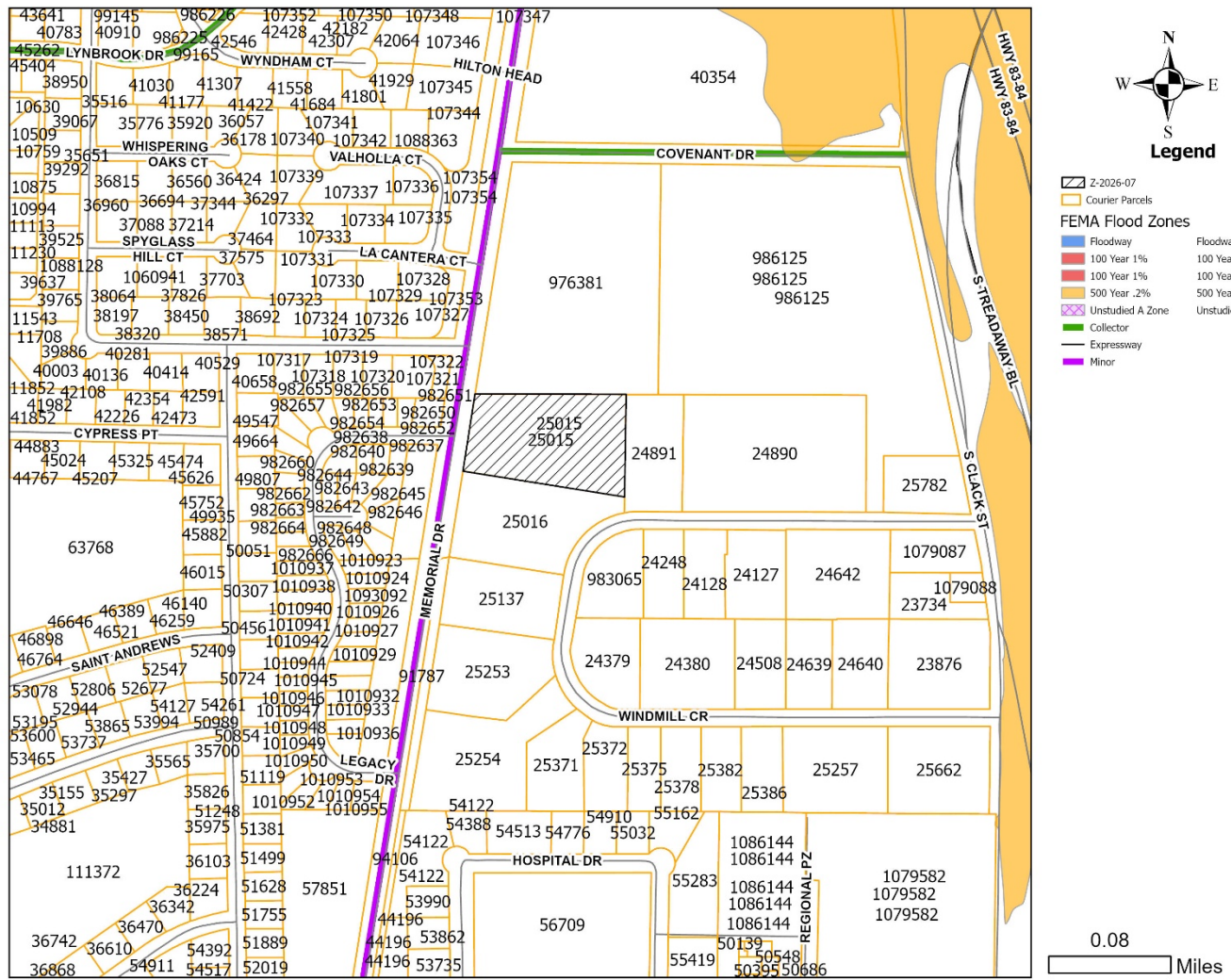
LOCATION MAP



ZONING MAP



Flood Map



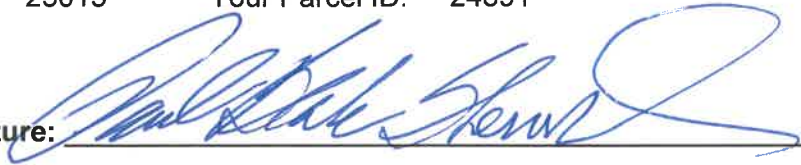
ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-07

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:	SHERROD PAUL BLAKE	I am in favor	☐
Requestor's Proposed Zoning:	LI	Your Address:	24 WINDMILL CR		
Requestor's Parcel ID:	25015	Your Parcel ID:	24891	I am opposed	☒

Signature: 



REZONE REQUEST

Case: Z-2026-07

Owner: Windmill Circle Apartments, LLC

Agent: Clint Rosenbaum

Request: Change the zoning of approximately 3.87 acres from General Retail (GR) to Light Industrial (LI)

Location: 5401 Memorial Dr

Notification: 0 in Favor, 1 in Opposition

Planning & Zoning: February 3, 2026

Council Hearing: February 12, 2026
February 26, 2026





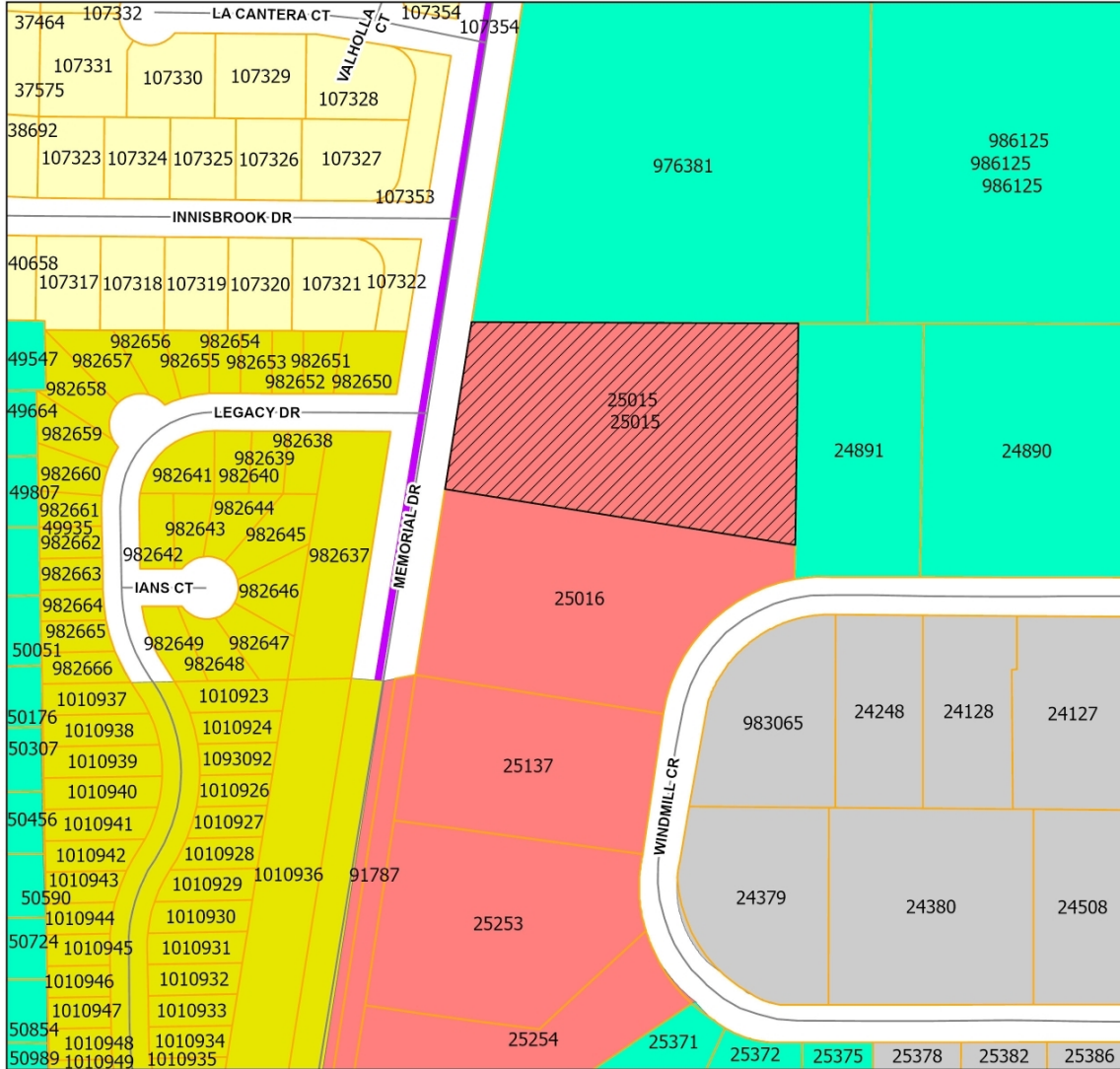
 Z-2026-07
 Courier Parcels
 Minor

Miles





ZONING MAP



Legend

- Z-2026-07
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- GR (General Retail)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- Minor

0.04

Miles



CITY OF
ABILENE
TEXAS



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

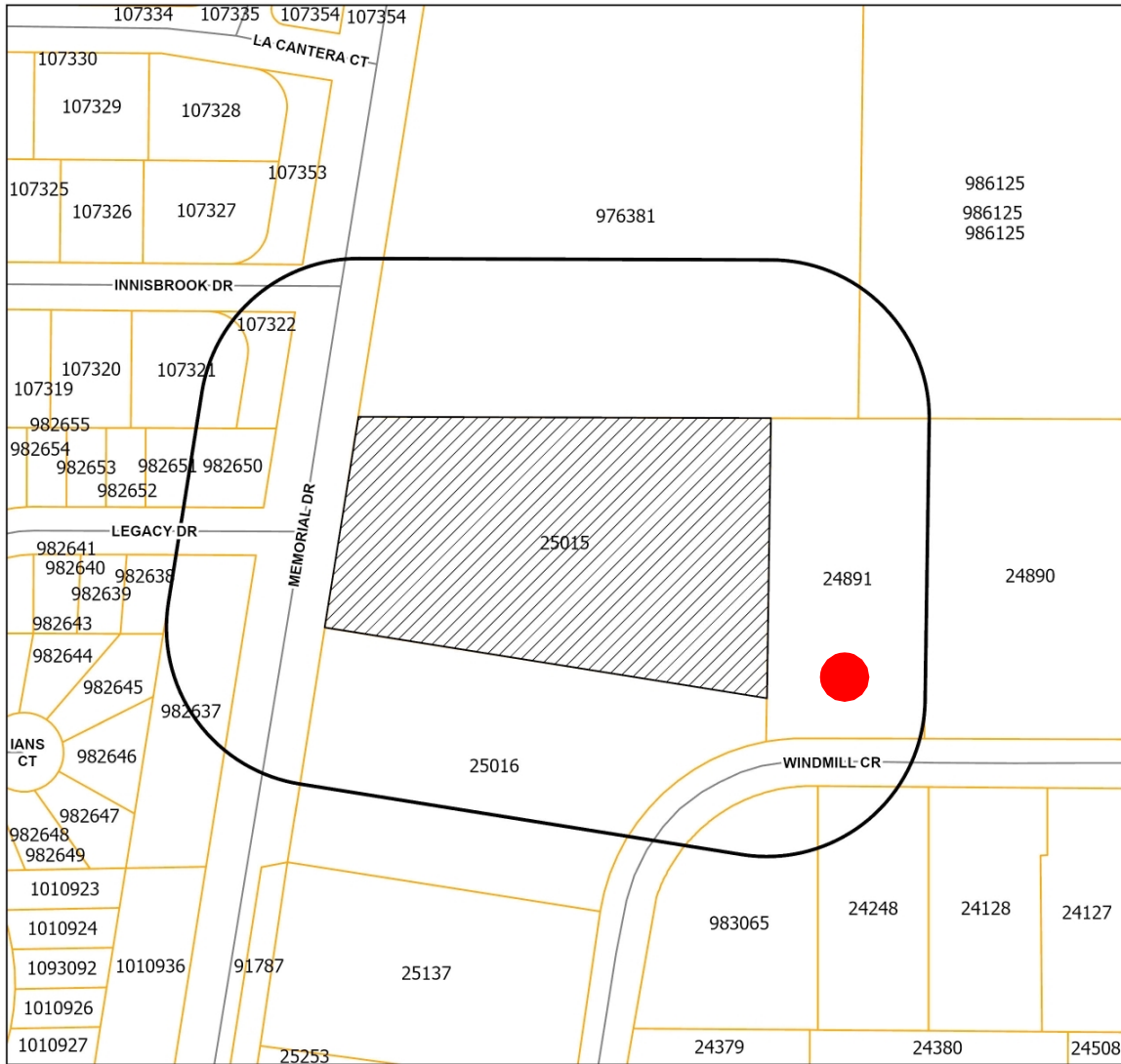
LEGEND

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





NOTIFICATION AREA MAP



Legend

- Z-2026-07
- Notification Area
- Courier Parcels

0 - in Favor -

1 - in Opposition -

17.29% Opposition



CITY OF
ABILENE
TEXAS

0.03

Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Cande Flores, Fire Chief
ITEM: 21. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Bid #CB-2622 for the Fire Station 6 Bathroom Repair and Remodel (*Cande Flores*)

GENERAL INFORMATION

Fire Station 6 has experienced multiple plumbing issues in the last six years. These issues have been focused on the main bathroom plumbing and sewer. The plumbing and sewer are cast iron and have deteriorated over the years and need to be replaced. Replacing the plumbing and sewer will require a full demolition of the main bathroom.

Fire Station 6 also has no separate bathroom for female employees and no restrooms that are ADA compliant. These deficiencies will be addressed with the renovation.

Crews from Fire Station 6 are being reassigned to Fire Station 9 upon opening. This creates a unique window of opportunity where Fire Station 6 can be vacated to perform the required bathroom renovations. Renovations are expected to be completed within 42 calendar days.

FUNDING/FISCAL IMPACT

Due to the anticipated cost, this project required a sealed bid process.

Low bid for this project amounts to \$186,892.00 and was received from RHS Construction. This amount includes \$40,000 contingency for unforeseen plumbing issues and a \$10,000 contingency for general construction.

Funding will come from the Fire Apparatus Replacement Fund. Surplus funds from the Station 9 construction project will be added to the Fire Apparatus Replacement Fund to offset this project. The Station 9 funds will be used to cover the cost of Brush 9.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommend approval of the Resolution to authorize the City Manager to execute a contract with RHS Construction for the renovation of the main bathrooms at Fire Station 6.

ATTACHMENTS:

1. Resolution - Station 6 Bathrooms
2. Project Contract
3. Bid Sheet
4. Fire #6 Floor Plan Jacob-Martin
5. Station 6 Bathrooms

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RHS CONSTRUCTION FOR RENOVATION OF THE MAIN BATHROOM AT FIRE STATION 6, LOCATED AT 1482 SOUTH DANVILLE.

WHEREAS, the Abilene Fire Department (AFD) has experienced numerous plumbing and sewer issues at Fire Station 6, located at 1482 S. Danville; and

WHEREAS, the main bathroom was constructed in 1981 and has deteriorated to the point that the plumbing and sewer needs total replacement; and

WHEREAS, there is a unique opportunity to vacate Fire Station 6 to complete the required renovations; and

WHEREAS, \$186,892 will be funded through the AFD Apparatus Replacement Fund.

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 RHS Construction for the renovation of the main bathroom at Fire Station 6.

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

ADOPTED and approved by the City Council on the 12th of February, 2026.

ATTEST:

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

APPROVED:

Stanley Smith
City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12 day of February, 2026 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and RHS Construction Services of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

FIRE STATION #6 BATHROOM REMODEL

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

In consideration of this Work, the City will pay the Contractor the sum of \$186,892.00

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

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

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

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

6. **Indemnity.**

A. **Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

RHS Construction Services LLC

Business Address:

1749 N. Danville Dr.
Abilene TX 79603

Signature


Michael Riley

Name - Typed or Printed

President

Title - Typed or Printed

325-455-0522

Business Phone No.

45-1439640

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: PARKS & REC/FIRE
BID NO.: CB-2622
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: FEBRUARY 3, 2026

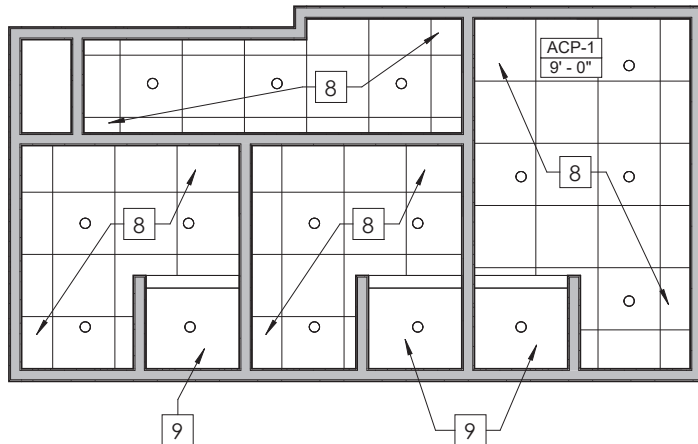
RHS CONSTRUCTION
SERVICES LLC
ABILENE, TX

JUSTICE CONSTRUCTION
INC.
ABILENE, TX

SOUTHWIND GROUP, INC.
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	FIRE STATION #6 BATHROOM REMODEL				186,892.00		224,000.00		250,300.00						
BASE BID															
DISCOUNT															
TOTAL BID															

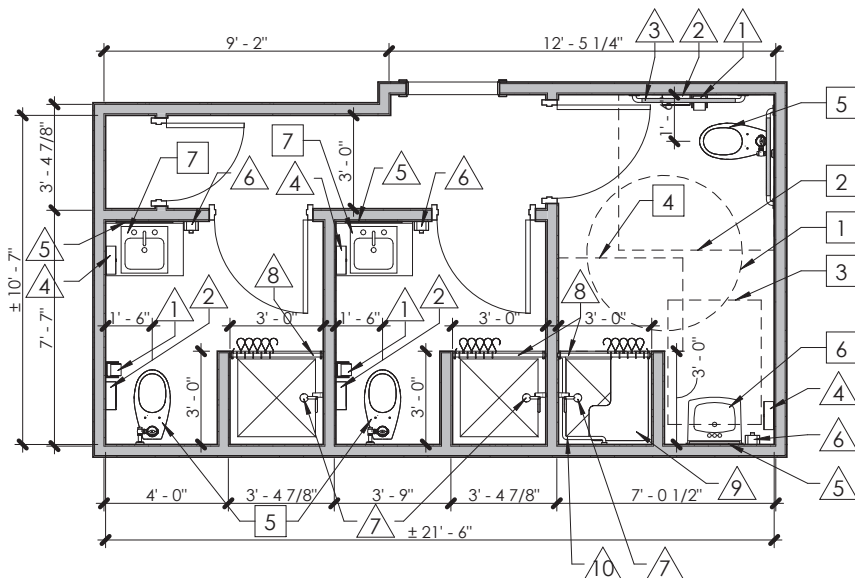
*NOTES: INDICATES RECOMMENDED AWARD



2

REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



1

FLOOR PLAN

SCALE: 1/4" = 1'-0"

X

KEYED NOTES

- 1 TAS TURNING CIRCLE, 60" DIAMETER
- 2 TAS CLEARANCE AT WATER CLOSET, 60" x 60"
- 3 TAS COMPLIANT REQUIRED CLEAR FLOOR SPACE AT FIXTURE, 36" x 48"
- 4 TAS CLEARANCE AT TRANSFER SHOWER, 36" x 48"
- 5 PROVIDE AND INSTALL TAS FLOOR MOUNTED TOILET, PROVIDE KOHLER K-96057 HIGH CLIFF ULTRA, WHITE VITREOUS CHINA ELONGATED BOWL, 1.28 GALLON FLUSH, 16 5/8" BOWL HEIGHT, WITH 1-1/2" TOP SPUD, 12" ROUGH IN. PROVIDE SLOAN ROYAL 111-1.28 POLISHED CHROME FINISH FLUSH VALVE, 1.28 GPF AND WHITE ELONGATED, OPEN FRONT SOLID PLASTIC SEAT. VERIFY RIGHT OR LEFT HAND FLUSH LEVER WITH DRAWINGS LOCATE ON WIDE SIDE OF TOILET PER TAS, OR PROVIDE EQUAL.
- 6 PROVIDE AND INSTALL TAS WALL MOUNTED LAVATORY, KOHLER K-2030-N, GREENWICH, 20-3/4" X 18-1/4" WALL MOUNT, VITREOUS CHINA LAVATORY WITH 8" CENTERS AND CONCEALED ARM CARRIER. PROVIDE CHROME PLATED OPEN GRID STRAINER, TAIL PIECE AND OFFSET DRAIN FOR TAS COMPLIANCE. PROVIDE KOHLER VENZA K-28125-4N, CHROME LAVATORY FAUCET WITH 0.5 GPM AT 60 PSI WITH WRIST BLADE HANDLES. PROVIDE FLOOR MOUNTED WALL CARRIER AND ADJUST TO HEIGHT PER TAS STANDARDS, PROVIDE PIPE INSULATION KIT, OR PROVIDE EQUAL.
- 7 PROVIDE AND INSTALL 24" DEEP VANITY WITH APPROPRIATE SIZED SINK.
- 8 24" x 24" LAY-IN CEILING AT 9' - 0" AFF, ARMSTRONG.
- 9 HARD CEILING AT 8' - 0" AFF IN SHOWER STALL WITH FURDOWN.

X

TOILET ACCESSORIES

1	TOILET PAPER DISPENSER
2	SANITARY NAPKIN DISPOSAL
3	TAS GRAB BARS, 36" AND 42"
4	PAPER TOWEL DISPENSER
5	MIRROR UNIT 22" W x 36" H
6	SOAP DISPENSER
7	HANDHELD SHOWER WAND
8	SHOWER ROD AND CURTAIN
9	TAS COMPLIANT GRAB BAR FOR TRANSFER TYPE SHOWERS
10	FOLD UP ADA SHOWER SEAT

GENERAL NOTES

- A. THE FOLLOWING NOTES APPLY TO ALL PLAN SHEETS.
- B. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCY TO THE ARCHITECT FOR CORRECTION BEFORE PROCEEDING WITH CONSTRUCTION.
- C. ALL DIMENSIONS SHOWN ARE FROM FACE OF STUD OR FACE OF MASONRY, UNLESS DEPICTING CLEARANCES
- D. BLOCKING SHALL BE REQUIRED IN ALL STUD WALLS TO RECEIVE HANDRAILS, GRAB BARS, SHELVING, DOOR STOPS, AND ALL OTHER SIMILAR ITEMS REQUIRING A SECURE ANCHOR.
- E. THE GENERAL CONTRACTOR WILL BE REQUIRED TO COORDINATE ALL TRADES AS NECESSARY TO INSTALL ALL HANGING DEVICES FOR INSTALLATION OF ALL PIPING, MECHANICAL AND ELECTRICAL SYSTEMS.
- F. REFER TO REFLECTED CEILING PLAN FOR PARTITION HEIGHTS AND FIRE RATING REQUIREMENTS.

This document is released for interim purposes only. It is incomplete and may not be used for regulatory approval, permit, or construction.

William R. Duncan II
License # 24968

JACOB MARTIN



TBPELS FIRM
10194493

TBAE FIRM
BR2261

TBPE FIRM
2448

CITY OF ABILENE

FIRE STATION 6

Fire Station 6 Bathroom Renovation

February 2026





Fire Station 6

- 1482 S. Danville
- Built in 1981
- 8500 sq. ft.
- 2-Company Fire Station
 - Engine Crew
 - Ladder Crew
 - (8) Total Personnel
- Technical Rescue Program
- All personnel will be reassigned to Fire Station 9 when it opens





TIMELINE

- Week of February 23rd: Reassignment of Station 6 crews to Station 9
- March 1: Reassignment complete and Station 6 is vacated
- March 2: Bathroom Renovation Commences
- March 2 – April 13: Demolition and Renovation
- April 13: Renovation Complete
- April 14: Station 6 reopened
 - New crews and apparatus





MAIN BATHROOM

- Centrally located within the station
- Open design
- 2 Toilets
- 1 Urinal
- 2 Showers
- 47 plumbing issues in the last 6 years
- Metal covers due to extensive plumbing repairs

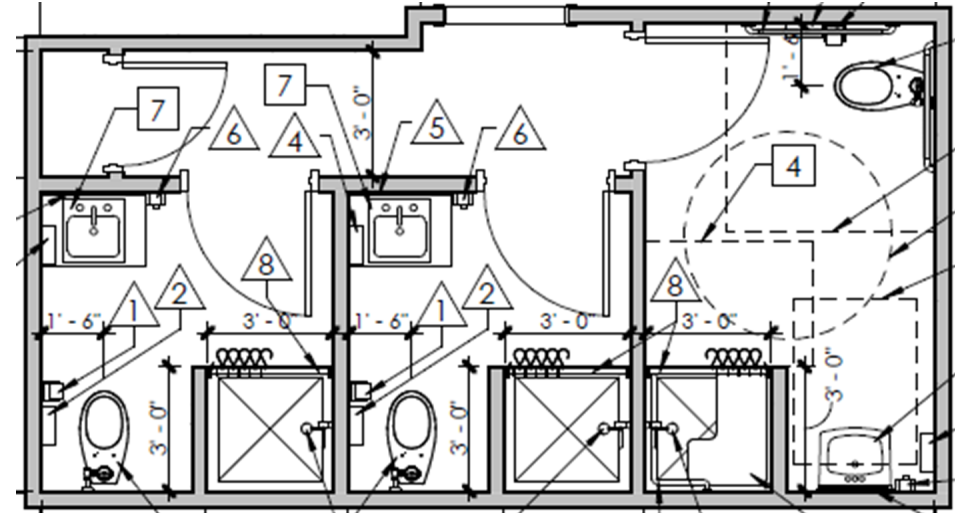


CITY OF
ABILENE
TEXAS



SCOPE OF RENOVATION

- Demolition of existing walls, plumbing, fixtures and appliances
- Replacement of all plumbing and sewer in the bathroom area
- Construction of (3) Individual Bathrooms
 - 2 Standard Bathrooms
 - 1 ADA Compliant Bathroom
- Each bathroom will have:
 - Toilet
 - Shower
 - Sink and vanity

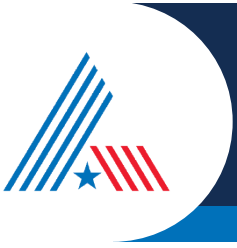




COSTS

- Total Bid of \$186,892.00
 - Base Bid of \$136,892.00
 - Plumbing Contingency: \$40,000.00
 - General Contingency: \$10,000.00
- RHS Construction
- Funding will come from the AFD Fire Apparatus Fund





QUESTIONS?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director
ITEM: 22. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding RFP #CB-2620 for the Abilene Zoo- Africa (Phase 1 of Master Plan) to The Crowe Group, Inc. (Lesli Andrews)

GENERAL INFORMATION

The Abilene Voters approved the Issuance of \$15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023. The Abilene Zoological Society and the Grover Nelson Foundation are partnering on the Africa Phase 1 Improvements. City Council approved a contract with Sedalco on December 18, 2025. On December 22, 2025 the City of Abilene discovered the Abilene Reporter News (ARN) failed to publish the second notice of bid. Unfortunately, the failure of the ARN to publish the second notice of bid nullified the award of the bid for the Zoo project.

Section 252.041, Local Government Code, requires that notice of an RFP must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. There is no applicable exception to this notice requirement.

Section 252.061, Local Government Code, provides that if the contract is made without compliance with this chapter, it is void and the performance of the contract, including payment of any money under the contract, may be enjoined by (1) any property tax paying resident of the municipality, or (2) a person who submitted a bid for (the) contract ..., regardless of residency, if the contract is for the construction of a public work.

The City of Abilene, therefore, had to rebid the project. The City of Abilene determined that a Best Valued Request for Proposals (RFP) should be used for the project due to the complexity and tight time frame. The City of Abilene advertised the RFP on January 11 and January 18, 2026 for the Abilene Zoo Africa (Phase 1 of Master Plan). Four proposals were received on January 29, 2026. The City of Abilene has completed evaluations of all proposals and determined that The Crowe Group, Inc provided the best proposal.

The City is accepting the base bid and alternates 1-6. Construction is planned to begin February 23, 2026 and conclude on June 3, 2027.

FUNDING/FISCAL IMPACT

The cost of the base bid plus alternates 1–6 is \$23,367,000. The City of Abilene will be funding \$12,961,114 from the Bond Funds and related interest earned from the bond proceeds. The Grover Nelson Foundation and Abilene Zoological Society will be funding \$10,405,886 from private donations. The Grover Nelson Foundation and Abilene Zoological Society are also funding the Parkhill contract as well as some Furniture, Fixtures, & Equipment.

STAFF AND/OR BOARD RECOMMENDATION

The Crowe Group, Inc. scored the highest on the RFP tabulation and therefore is the recommendation.

ATTACHMENTS:

1. 26_2_12 Resolution Zoo-Africa Crowe Group
2. A101-2017-Agreement_Between_Owner_and_Contractor-2026.02.04
3. 2026-02-02-Abilene Zoo - Africa - Bid Tab Grading Results
4. Presentation-General Contractor - ZOO to Crowe Group

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 02/10/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE
CROWE GROUP, INC. FOR REQUEST FOR PROPOSAL # CB-2620.**

WHEREAS, the Abilene Voters approved the Issuance of \$15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023; and

WHEREAS, the City has determined that a General Contractor of Best Value method of project development and construction is the best method of designing and construction; and

WHEREAS, the City advertised a Request for Proposals on January 11 and 18, 2026 for the Best Value Abilene Zoo Africa (Phase 1 Master Plan); and

WHEREAS, four Proposals were received in response; and

WHEREAS, the City of Abilene has completed evaluations of all proposals and determined that The Crowe Group, Inc., provided the best proposal.

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

Part 1: The City Manager is authorized to execute an Agreement with The Crowe Group, Inc. for the General Contractor Abilene Zoo Africa (Phase 1 Master Plan).

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

and the Contractor:
(Name, legal status, address and other information)

The Crowe Group, Inc.
417 S 11th Street
Abilene, Texas 79602

for the following Project:
(Name, location and detailed description)

Abilene Zoo - Phase 1 - 40687.23
2070 Zoo Lane
Abilene, Texas 79602

The Architect:
(Name, legal status, address and other information)

Parkhill
340 Beech St
Abilene, Texas 79601
325.673.8178 phone

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

February 23, 2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Four Hundred Sixty-Five (465) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Three Million Three Hundred Sixty-Seven Thousand Dollars and Zero Cents (\$ 23,367,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 - Giraffe Hold Building Expansion	\$1,768,000.00
Alternate #2 - Small Hoofstock Hold Building Expansion, Flex Yard Finish Out	\$1,237,000.00
Alternate #3 - Hyena Hold Building Exhibit Finish Out	\$1,077,000.00
Alternate #4 - Bandshell	\$1,481,000.00
Alternate #5 - Meerkat	\$681,000.00
Alternate #6 - Services Drive Site Paving Concrete and Asphalt	\$88,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency Allowance	\$500,000.00
AV Allowance	\$100,000.00
Wood Structure Viewing Canopy (Rhino) Allowance	\$258,000.00
Inspection and Testing Allowance	\$40,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Add cased piers beyond Base Bid depth - 18-inch diameter	Linear Foot	\$500.00
Delete casing for 18-inch pier	Linear Foot	\$0.00
Lump Sum price for mobilization of rock trenching equipment	Lump Sum	\$12,500.00
Rock Trenching per Linear Foot	Linear Foot	\$150.00
2-inch-caliper Chaste Tree, as specified, each	Each	\$624.00

Init.

4-inch-caliper Desert Willow, as specified, each	Each	\$933.00
1-1/2-inch-caliper Whitethorn Acacia, as specified, each	Each	\$227.00
6-inch-caliper Cedar Elm, as specified, each	Each	\$1,216.00
4-inch-caliper Cedar Elm, as specified, each	Each	\$1,085.00
3-inch-caliper Honey Mesquite, as specified, each	Each	\$1,055.00
6-inch-caliper Lacebark Elm, as specified, each	Each	\$1,692.00
4-inch-caliper Lacebark Elm, as specified, each	Each	\$1,052.00
6-inch-caliper Monterrey Oak, as specified, each	Each	\$1,692.00
4-inch-caliper Monterrey Oak, as specified, each	Each	\$1,051.00
6-inch-caliper Southern Red Oak, as specified, each	Each	\$1,692.00
4-inch-caliper Southern Red Oak, as specified, each	Each	\$1,066.00
4-inch-caliper Texas Live Oak, as specified, each	Each	\$1,088.00
Monterrey Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER	Each	\$3,400.00
Red Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER	Each	\$3,171.00
Live Oak; B & B; 16-18 ft H 10-12 ft Spread; 8-inch CALIPER	Each	\$3,465.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor agrees to pay the Owner \$1,000.00 per day as liquidated damages for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 2nd day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

Init.

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User Notes:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bonds and Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None determined at this time.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

None determined at this time.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments

(Paragraphs deleted)

are due and payable pursuant to the Texas Prompt Payment Act, Texas Government Code 2251.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction, Taylor County, Abilene, Texas
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Init.

Lesli Andrews
Director of Parks and Recreation
City of Abilene
633 Walnut
Abilene, Texas 79601

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joseph Crowe
President
The Crowe Group
417 S 11th Street
Abilene, Texas 79602

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 NOT USED
- .5 Drawings: Refer to Exhibit B
- .6 Specifications: Refer to Exhibit C

(Table deleted)

- .7 Addenda, if any:

Number	Date	Pages
001	1/15/2026	3
002	1/27/2026	4

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Init.

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User Notes:

(795362674)

Page 289 of 485

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

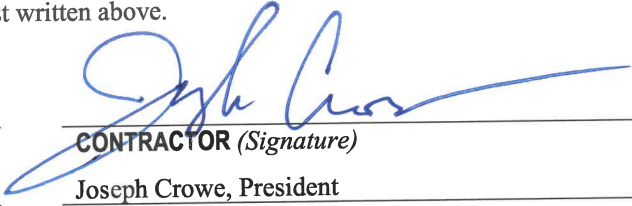
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

Joseph Crowe, President

(Printed name and title)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twelfth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Abilene Zoo - Phase 1 - 40687.23
2070 Zoo Lane
Abilene, Texas 79602

THE OWNER:
(Name, legal status and address)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

THE CONTRACTOR:
(Name, legal status and address)

The Crowe Group, Inc.
417 S 11th Street
Abilene, Texas 79602

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3 and A.2.4. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

(Paragraphs deleted)

§ A.2.3 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured.

§ A.2.4 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - .4 Claims for damages insured by usual personal injury liability coverage;
 - .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - .7 Claims for bodily injury or property damage arising out of completed operations; and
 - .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions;
 - .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises Operations (including X, C and U coverages as applicable).
 - .2 Independent Contractors' Protective.
 - .3 Products and Completed Operations.
 - .4 Personal Injury Liability with Employment Exclusion deleted.
 - .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18 of the General Conditions.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage including Completed Operations; and
 - .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2 of the General Conditions.
 - .11 Insurance Service Office (ISO) endorsement CG 2294 shall not be included with the General Liability policy, and this shall be confirmed in writing that the endorsement is not included.
- (Paragraph deleted)*
- .12 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.1, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlaying insurers.

§ A.3.2.2 The insurance required by Section A.3.2.1 shall be written for not less than the following limits or greater if required by law:

- .1 Worker's Compensation:
 - a) State: Statutory Limits
 - b) Employer's Liability, not less than:

Bodily Injury by Accident (each accident)	\$100,000.00
Bodily Injury by Accident (each employee)	\$100,000.00
Bodily Injury by Disease (each disease)	\$100,000.00
- .2 Comprehensive or Commercial General Liability including Premises Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage, Contractual Insurance, and Personal Injury with coverage not less than the following:
 - a) General Aggregate:

\$2,000,000.00 and it shall apply, in total, to this Project only.
 - b) Products and Complete Operations Aggregate:

\$2,000,000.00 to be maintained for 1 year after final payment.
 - c) Personal Injury, with Employment Exclusion Deleted:

\$500,000.00.

- d) Each Occurrence:
\$1,000,000.00
 - e) Fire Damage (any one fire):
\$50,000.00
- .3 Business Auto Liability (including owned, non-owned and hired vehicles) with limits not less than the following:
 - a) Bodily injury and property damage with combined single limit of \$1,000,000.00.
- .4 Umbrella Excess Liability:
 - a) \$1,000,000.00 over primary insurance.
- .5 Builders Risk Insurance:
The Contractor shall, during the progress of the work, maintain insurance equal to the full amount of the cost of the project plus three percent for additional costs. Policy shall be a builders risk policy on an all risk form, including flood coverage, subject to the approval of the Owner as to form. The insurance shall cover all work incorporated in the building project and all materials for the same in or about the premises. Money received under any such insurance shall be paid in the same manner as monthly progress payments in relation to the costs incurred in the rebuilding or reparation of the work destroyed or damaged. Builders Risk Insurance shall be subject to a deductible of \$5,000.00 for all losses occasioned by perils insured. All other losses will be at the risk of the Contractor.
- .6 Owner's Liability Insurance (ref. A.3.1.3)
- .7 Certificates of Insurance for the above coverages shall be filed with the Owner prior to execution of the Agreement.
- .8 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ A.3.2.3. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ A.3.2.4. Workers Compensation

Required workers' compensation coverages, 28 TAC 110.110(c)(7), adopted to implement Texas Labor Code 406.096, to meet statutory limits.

§ A.3.2.4.1. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

§ A.3.2.4.2. Duration of the project includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

§ A.3.2.4.3. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project,

regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

(Paragraphs deleted)

§ A.3.2.4.4. Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.4.5. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the project for the duration of the project.

- .1 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

(Paragraphs deleted)

§ A.3.2.4.6. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ A.3.2.4.7. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(Paragraph deleted)

§ A.3.2.4.8. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

§ A.3.2.4.9. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(Paragraph deleted)

§ A.3.2.4.10. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ A.3.2.4.11. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
- .2 Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and

- b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- .5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

(Paragraph deleted)

§ A.3.2.4.12. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.4.13. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

(Paragraph deleted)

§ A.3.2.5. Property Insurance

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 of the General Conditions or until no person or entity other than the Owner has an insurable interest in the property required by this Section A.3.2.5. to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

§ A.3.2.5.1. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

(Paragraph deleted)

§ A.3.2.5.2. If the property insurance requires deductibles or self-insured retentions, the Contractor shall pay costs not covered because of such deductibles or retentions.

§ A.3.2.5.3. This property insurance shall cover portions of the Work stored off the site, property in transit, property owned by the Contractor and used on the Project, including scaffolding and other equipment.

(Paragraph deleted)

§ A.3.2.5.4. Partial occupancy or use in accordance with Section 9.9 of the General Conditions shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or

use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ A.3.2.5.5. The insurance required by Paragraph A.3.2.5. is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph A.4.1.

(Paragraph deleted)

§ A.3.2.5.6. A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Paragraph A.3.2.5.8. The Contractor shall pay the Owner and Architect their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, the Owner and Architect shall make payments to their consultants and sub-consultant in a similar manner.

§ A.3.2.5.7. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7 of the General Conditions.

(Paragraph deleted)

§ A.3.2.5.8 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

(Paragraph deleted)

§ A.3.2.6 Insurance for Existing Structures If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.2.5, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

(Paragraphs deleted)

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

(Paragraphs deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than five million dollars (\$5,000,000.00) per claim and five million dollars (\$5,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than or greater if required by law per claim and in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than zero dollars (\$0.00) per claim and zero dollars (\$ 0.00) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than zero dollars (\$ 0.00) per claim and zero (\$ 0.00) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] § A.3.3.2.1
(Paragraphs deleted)
Railroad Protective Liability Insurance, with policy limits of not less than XXXX (\$0,00) per claim and XXXX (\$0,00) in the aggregate, for Work within fifty (50) feet of railroad property.

[] § A.3.3.2.2 **Asbestos Abatement Liability Insurance**, with policy limits of not less than XXXX (\$0,00) per claim and XXXX (\$0,00) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation and disposal of asbestos-containing material.

[] § A.3.3.2.3 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

(Paragraphs deleted)

§ A.3.4. Performance Bond and Payment Bond

§ A.3.4.1. Contractor shall furnish Payment and Performance Bonds covering faithful performance of the Contract in accordance with Chapter 2253 of the Texas Government Code. The Performance and Payment Bonds required by this Article may be in one or separate instruments in accordance with local law. Surety companies must be licensed to do business in the State of Texas. All Payment and Performance Bonds provided by Contractor or any subcontractor shall comply with the requirements of Section 3503.001-.005 of the Texas Insurance Code. The amount of each bond provided by Contractor shall be equal to One Hundred Percent (100%) of the Guaranteed Maximum Price. The Contractor shall require Payment and Performance Bonds to be provided by any contractor for who such bonds are required by Chapter 2253 of the Texas Government Code. The cost thereof shall be included in the Contract Sum."

§ A.3.4.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ A.3.4.3. Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

(Paragraph deleted)

(Table deleted)

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section A.3.2.5. or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ A.4.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section A.4.1. for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ A.4.3 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of each policy that includes Property Insurance coverages required by Section A3.2.5. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

EXHIBIT B - DRAWINGS

G0001	Cover Sheet & Sheet Index
G0011	Symbols, Legends & Abbreviations
G0021	Accessibility Standards
G0022	Accessibility Standards
G0023	Accessibility Standards
G1001	Life Safety Information - Cafe
G1002	Life Safety Information - Cafe
G2001	Life Safety Information - Cheetah
G3001	Life Safety Information - Lion
G4001	Life Safety Information - Giraffe
G5001	Life Safety Information - Rhino
G6001	Life Safety Information - Band Shell
C-101	Overall Existing Conditions
CD101-A	Demolition Plan - North
CD101-B	Demolition Plan - South
CE101	Erosion Control Plan
CG101	Overall Grading Plan
CG101-A	Grading Plan - North
CG101-B	Grading Plan - South
CS101	Overall Site Plan
CS101-A	Site Plan - North
CS101-B	Site Plan - South
CS101-C	Site Plan - East
CS501	Paving Details
CS502	Fencing Details
CU101	Overall Utility Plan
CU101-A	Utility Plan - North
CU101-B	Utility Plan - South
CU101-C	Utility Plan - East
CU201	Utility Profiles
CU202	Utility Profiles
CU401	Enlarged Utility Plan
CU501	Utility Details - Water
CU502	Utility Details - Sanitary Sewer
Z400	Site Amenities & Interior Exhibit Spaces Overall
Z401	Upper Lawn Construction Layout Upper Lawn Construction Layout
Z402	Lower Lawn & Circle Drive Enlargement Layout
Z403	Cheetah & Hyen Enclosure Enlargement Layout
Z404	Meerkat & Porcupine Enlargement Layout
Z405	Lion Enclosure Enlargement Layout
Z406	Hoofstock Enclosure Enlargement Layout
Z407	Rhino Enclosure Enlargement Layout
Z500	Landscape Details
LP100	Planting Plan Overall
Lp101	Planting Plan Area A
Lp102	Planting Plan Area B
Lp103	Planting Plan Area C

LP500	Plant Materials
LP501	Plant Materials
LP502	Planting Details
LP503	Tree Protection Details
IR100	Irrigation Plan Overall
Ir101	Irrigation Plan Area A
Ir102	Irrigation Plan Area B
Ir103	Irrigation Plan Area C
Ir200	Irrigation Details
Ir201	Irrigation Details
Ir202	Irrigation Details
S0001	General Notes
S0002	Typical Foundation Details
S0003	Foundation- Concrete Details
S0004	Typical Framing Details
S0005	Typical Masonry Details
S0006	Special Inspections IBC 2021
S1111	Foundation Plan - Cafe
S1121	Second Floor Framing Plan - Cafe
S1131	Roof Framing Plan - Cafe
S1201	Framing Elevations - Cafe
S1901	3D Views - Cafe
S2111	Foundation and Framing Plans - Cheetah and Hyena Holdings
S3111	Foundation Plan - Lion Holding
S3121	Roof Framing Plan - Lion Holding
S4111	Foundation Plan - Giraffe Holding
S4121	Framing Plan - Giraffe Holding
S-501	Foundation Details
S-511	Framing Details
S-512	Framing Details
S-513	Framing Details
S6111	Foundation Plan - Bandshell
S6121	Framing Plans - Bandshell
S6122	Framing Plans - Bandshell Petals
S7111	Foundation and Framing Plans - Meerkat Holding
A0001	Architectural & Interior Legends
A0002	Interior Partition Schedule
A1111	Anno & Dim Floor Plan - First Floor - Cafe
A1112	Anno & Dim Floor Plan - Second Floor - Cafe
A1115	Equipment Floor Plan - First Floor - Cafe
A1131	Reflected Ceiling Plan - First Floor - Cafe
A1132	Reflected Ceiling Plan - Second Floor - Cafe
A1141	Roof Plan - Cafe
A1201	Exterior Elevations - Cafe
A1211	Interior Elevations - Cafe
A1212	Interior Elevations - Cafe Kitchen BOH
A1301	Building Sections - Cafe
A1302	Building Sections - Cafe
A1311	Wall Sections - Cafe
A1312	Wall Sections - Cafe
A1320	Millwork Sections - Cafe

A1321	Millwork Sections - Cafe
A1330	Stair Sections - Cafe
A1501	Plan Details - Cafe
A1503	Door and Window Details - Cafe
A1510	Typical Details - Cafe
A1520	Section Details - Cafe
A1521	Section Details - Cafe
A1522	Section Details - Cafe
A1601	Door & Glazing Schedule
A2111	Anno- Dim Floor Plan, RCP, & Roof Plan - Cheetah Holding
A2112	Anno- Dim Floor Plan, RCP, & Roof Plan - Hyena Holding
A2201	Exterior Elevations - Cheetah- Hyena
A2211	Interior Elevations - Cheetah- Hyena
A2301	Building Sections - Cheetah- Hyena
A2311	Wall Sections - Cheetah- Hyena
A2501	Plan Details - Cheetah- Hyena
A2502	Section Details - Cheetah- Hyena
A2504	Caging Details - Cheetah Holding
A2505	Caging Details - Cheetah Holding
A2510	Typical Details
A2604	Door & Glazing Schedule
A3111	Annotated & Dimensioned Floor Plans - Lion Holding
A3131	Reflected Ceiling Plan - Lion Holding
A3141	Roof Plan - Lion Holding
A3201	Exterior Elevations - Lion Holding
A3211	Interior Elevations - Lion Holding
A3301	Building Sections - Lion Holding
A3311	Wall Sections - Lion Holding
A3312	Wall Sections - Lion Holding
A3501	Plan Details - Lion Holding
A3502	Section Details - Lion Holding
A3503	Section Details - Lion Holding
A3604	Door & Glazing Schedule
A3605	Caging Details
A4101	Demolition Plan - First Floor - Giraffe
A4111	Annotated & Dimensioned Floor Plans - Giraffe Holding
A4131	Reflected Ceiling Plan - Giraffe Holding
A4141	Roof Plan - Giraffe Holding
A4201	Exterior Elevations - Giraffe Holding
A4211	Interior Elevations - Giraffe Holding
A4301	Building Sections - Giraffe Holding
A4311	Wall Sections - Giraffe Holding
A4312	Wall Sections - Giraffe Holding
A4401	Enlarged Plans - Giraffe Holding
A4501	Plan Details - Giraffe Holding
A4502	Section Details - Giraffe Holding
A4604	Door & Glazing Schedule & Hoofstock Wall Panel Types
A5101	Demolition Plan - First Floor - Rhino
A5111	Floor Plan & RCP - Rhino Holding
A5141	Roof Plan - Rhino Holding
A5201	Exterior Elevations - Rhino Holding

A5211	Interior Elevations - Rhino Holding
A5301	Building Sections - Rhino Holding
A5501	Section Details - Rhino Holding
A5604	Door & Glazing Schedule
A6111	Annotated & Dimensioned Floor Plans - Band Shell
A6131	Reflected Ceiling Plan - Bandshell
A6141	Roof Plan - Bandshell
A6201	Exterior Elevations - Bandshell
A6211	Interior Elevations - Bandshell
A6301	Building Sections - Bandshell
A6302	Building Sections - Bandshell
A6311	Wall Sections - Bandshell
A6501	Details - Bandshell
A6502	Section Details - Bandshell
A6503	Petal Roof Details - Bandshell
A6604	Door & Glazing Schedule
A6901	3D Views - Bandshell
A7111	Annotated & Dimensioned - Site Detail Plan
A7112	Annotated & Dimensioned Floor Plan-Meerkat
A7113	Annotated & Dimensioned Floor Plan-C130 Plan
A7201	Exterior Elevations - Misc. Site
A7202	Exterior Elevations - Misc Site
A7203	Exterior Elevations - Meerkat
A7204	Exterior Elevations - Animal Fencing
A7205	Exterior Elevations - Animal Fencing
A7206	Exterior Elevations - Animal Fencing
A7301	Sections - Misc. Site
A7302	Sections - Misc. Site
A7303	Sections - Meerkat
A7304	Sections - Animal Fencing
A7311	Section Details - Misc Site
A7312	Section Details - Giraffe Feeder
A7401	Enlarged Plans - Site
A7402	Enlarged Plans-Site
A7403	Enlarged Plans - Site
A7501	Details - Misc. Site
A7502	Details-Misc Site
A7503	Details - Meerkat
A7605	Door & Glazing Schedule
A7606	Cageing & Gate Schedule
A7607	Cageing & Gate Schedule
A7901	3D Views - Meerkat
AS1000	Architectural Site Plan
I1001	Interior Legends & Abbreviations
I1211	Floor Finish Plan - First Floor
I1212	Floor Finish Plan - Second Floor
I1311	Wall Finish Plan - First Floor
I1312	Wall Finish Plan - Second Floor
I6111	Finish Plan - Bandshell
F1111	Fire Protection Plan
P1001	Plumbing Abbreviations & Legends

P1111	Plumbing Plan
P1112	Plumbing Condensate-Kitchen Plan
P1113	Plumbing Hydronic Plan
P1601	Plumbing Schedules
P2111	Plumbing Plan - Cheetah-Hyena
P2601	Plumbing Schedules
P3111	Plumbing Plan - Lion
P4111	Plumbing Plan - Giraffe
P5111	Plumbing Plan - Rhino
P6111	Plumbing Plan - Band Shell
M1001	Mechanical Abbreviations & Legends
M1111	Mechanical Plan
M1601	Mechanical Schedules
M2111	Mechanical Plan - Cheetah-Hyena
M2601	Mechanical Schedules
M3111	Mechanical Plan - Lion
M4111	Mechanical Plan - Giraffe
M5111	Mechanical Plan - Rhino
M6111	Mechanical Plan - Band Shell
M7111	Meerkat & Plane Plans
E-001	Electrical Abbreviations & Legend
E-101	Electrical Demolition Plan - Rhino Holding
E1111	Lighting Plan - 1st Floor - Cafe
E1112	Lighting Plan - 2nd Floor - Cafe
E1121	Power Plan - 1st Floor - Cafe
E1122	Power Plan - 2nd Floor - Cafe
E1123	Mechanical Power Plan - 1st Floor - Cafe
E1124	Mechanical Power Plan - 2nd Floor - Cafe
E1131	Communications Plan - 1st Floor - Cafe
E1132	Communications Plan - 2nd Floor - Cafe
E1401	Enlarged Power Plan - Kitchen - Cafe
E2111	Lighting Plan - Cheetah & Hyena Holding
E2121	Power Plan - Cheetah & Hyena Holding
E3111	Lighting Plan - Lion Holding
E3121	Power Plan - Lion Holding
E4111	Lighting Plan - Giraffe Holding
E4121	Power Plan - Giraffe Holding
E4122	Mechanical Power Plan - Giraffe Holding
E-501	Electrical Riser Diagram
E-502	Electrical Details
E-503	Electrical Details
E5111	Lighting Plan - Rhino Holding
E5121	Power Plan - Rhino Holding
E5122	Mechanical Power Plan - Rhino Holding
E-601	Electrical Schedules
E-602	Electrical Schedules - Animal Holding Buildings
E6111	Lighting Plan - Band Shell
E6121	Power Plans - Band Shell
E7111	Lighting Plan - C130
E7121	Power Plan - C130
E7122	Mechanical Power Plan - C130

E8111	Lighting Plan - Meerkat
E8121	Power Plans - Meerkat
ES100	Electrical Site Plan - Overall
ES100A	Electrical Site Plan - Area A
ES100B	Electrical Site Plan - Area B
ES100C	Electrical Site Plan - Area C
ES100D	Electrical Site Plan - Area D

EXHIBIT C - SPECIFICATIONS

00 11 20	Request for Proposals
00 21 16	Instructions to Proposers
00 31 32	Geotechnical Data
	Geotechnical Report 8821 New Africa Exhibit Abilene Zoo
	Geotechnical Report 8821 New Africa Exhibit Abilene Zoo –Pavement Information
	Geotechnical Report 7941 Abilene Zoo Improvements
	Geotechnical Report 5759 Giraffe Exhibit Abilene Zoo
00 34 00	Demolition Notification
00 42 00	Proposal Form
00 52 00	Agreement form
	AIA A101-2017 Standard Form of Agreement Between Owner and Contractor
	AIA A101-2017 Exhibit A Insurance and Bonds
	AIA A201-2017 General Conditions of the Contract for Construction
00 54 10	Weather Table - Abilene
00 73 43	Wage Rate Requirements
01 10 00	Summary
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
	RFI Form
	AIA Document C106-2022 Digital Data Licensing Agreement
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 43 26	Testing Laboratory Services
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion and Sediment Control
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements
02 41 19	Selective Demolition
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete
03 37 13	Shotcrete
04 20 00	Masonry
04 20 00	Unit Masonry
04 22 00	Concrete Unit Masonry
05 12 00	Structural Steel Framing
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 40 00	Cold-Formed Metal Framing
05 50 00	Metal Fabrications
05 51 13	Metal Pan Stairs
05 59 00	Metal Fabrications for Zoo Exhibit Enclosures
06 10 00	Rough Carpentry
06 10 53	Miscellaneous Carpentry
06 13 16	Heavy Timber Construction
06 16 00	Sheathing

06 41 16	Plastic-Laminate -Clad Architectural Cabinets
07 21 00	Thermal Insulation
07 22 16	Roof Board Insulation
07 27 26	Fluid-Applied Membrane Air Barriers
07 31 13	Asphalt Shingles
07 41 13.16	Standing-Seam Metal Roof Panels
07 46 19	Preformed Metal Siding
07 52 16	Modified Asphalt Bituminous Roofing (Cold Applied)
07 71 00	Roof Specialties
07 72 00	Roof Accessories
07 84 43	Joint Firestopping
07 92 00	Joint Sealants
08 11 13	Hollow Metal Doors and Frames
08 14 16	Flush Wood Doors
08 31 13	Access Doors and Frames
08 41 13	Aluminum-Framed Entrances and Storefronts
08 45 13	Translucent Canopy
08 62 50	Tubular Daylighting Device
08 71 00	Door Hardware
08 80 00	Glazing
09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 30 13	Ceramic Tiling
09 51 13	Acoustical Panel Ceilings
09 54 26	Suspended Wood Ceilings
09 65 13	Resilient Base and Accessories
09 65 19	Resilient Tile Flooring
09 67 23	Resinous Flooring
09 78 13	Stainless Steel Wall Panels
09 91 13	Exterior Painting
09 91 23	Interior Painting
10 21 13.19	Plastic Toilet Compartments
10 26 00	Wall and Door Protection
10 28 13	Toilet Accessories
10 44 13	Fire Protection Cabinets
10 44 16	Fire Extinguishers
11 90 00	Owner Furnished Equipment
	Animal Glazing Packing Slip
12 36 61.16	Solid Surfacing Countertops
14 24 00	Machine Room-Less Hydraulic Passenger Elevators
21 05 00	Common Work Results for Fire Suppression
21 13 13	Wet-Pipe Sprinkler Systems
21 13 16	Dry-Pipe Sprinkler Systems
22 05 29	Hangers and Supports for Plumbing Piping and Equipment
22 07 00	Plumbing Insulation
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary Sewerage
22 14 00	Facility Storm Drainage
22 34 00	Fuel-Fired Domestic Water Heaters
22 40 00	Plumbing Fixtures

23 05 00	General Mechanical Requirements
23 05 00.20	Basic Mechanical Materials and Methods
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 00	HVAC Insulation
23 11 23	Facility Natural-Gas Piping
23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Outlets and Inlets
23 74 16.11	Packaged, Small-Capacity, Rooftop Air Conditioning Units
23 81 26.10	Ductless-Split System Air Conditioners
26 05 00	Basic Electrical Methods
26 05 13	Building Wire and Cable
26 05 19	Equipment Wiring Systems
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 05 73	Power System Studies
26 12 16	Dry Type Transformers
26 18 39	Enclosed Motor Controllers
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16.16	Enclosed Switches
26 51 00	Interior Lighting
28 31 00	Fire Alarm Systems
28 35 00	Emergency Radio Communication Enhancement Systems
31 10 00	Site Clearing
31 20 00.10	Earth Moving for Facility
31 23 00	Excavation and Fill
31 23 00.10	Excavation and Fill for Utilities
31 31 16	Termite Control
31 63 29	Drilled Concrete Piers and Shafts
32 11 50	Flexible Base Course
32 12 16	Asphalt Paving
32 13 13	Concrete Paving
32 13 73	Concrete Paving Joint Sealants
32 15 40	Aggregate Paving with Stabilizer
32 17 23	Pavement Markings
32 18 16.13	Playground Protective Surfacing
32 31 05	Animal Enclosure Systems
32 31 13.53	High-Security Fencing and Gates
32 31 13.54	Electric Fencing
32 31 29	Wood Fences and Gates
32 40 00	Site Improvements
32 91 13	Soil Preparation
32 92 00	Turf and Grasses

32 93 00	Plants
33 05 00	Common Work Results for Utilities
33 12 00	Water Utility Distribution Equipment
33 13 00	Disinfection of Water Utility Distribution
33 31 00.10	Sanitary and Storm Utility Sewerage Piping

City of Abilene, Abilene Zoo - Africa Bid Opening (Best Value)

Thursday January 29, 2026, 2:00pm

City of Abilene, Abilene Zoo - Africa Bid Opening (Best Value)

Thursday November 6, 2025, 2pm

		Cost of Construction	Construction Time	Resume of Project Manager	Resume of Superintendent	Past and Current Experience	Phasing Options	Litigation, Claims, Law Suits	Safety Record	Letter of Intent to issue Performance and Paymet Bonds	
		40%	20%	5%	5%	10%	5%	10%	5%	Pass/Fail	100%
Sedalco	\$ 24,692,000.00	30.00%	15.00%	4.10%	4.30%	8.96%	3.60%	9.60%	4.80%	Pass	80.36%
The Crowe Group	\$ 23,367,000.00	35.00%	20.00%	4.80%	4.70%	9.56%	3.60%	9.60%	4.60%	Pass	91.86%
Tegreity Contractors	\$ 30,579,439.00	25.00%	10.00%	4.00%	4.10%	7.86%	3.50%	8.40%	4.90%	Pass	67.76%
Teinert Construction	\$ 23,034,000.00	40.00%	15.00%	4.00%	4.50%	8.54%	3.70%	9.00%	4.60%	Pass	89.34%

Scoring

Based on criteria asked for and information through RFP.

Methodology: define how to score so all are using same criteria

example; base proposal is worth 40 points. low bid recieves 40 points, 5 points less for each subsequent value.

Construction time; fastest time recieves full points, 5 points less for each subsequent value.

Reviewers - each score independently. Take an average for total final score.

Parkhill - Facilitate scoring team. Project expert to answer design/construction questions.

Award of General Contractor to The Crowe Group, Inc. for Abilene Zoo Improvements





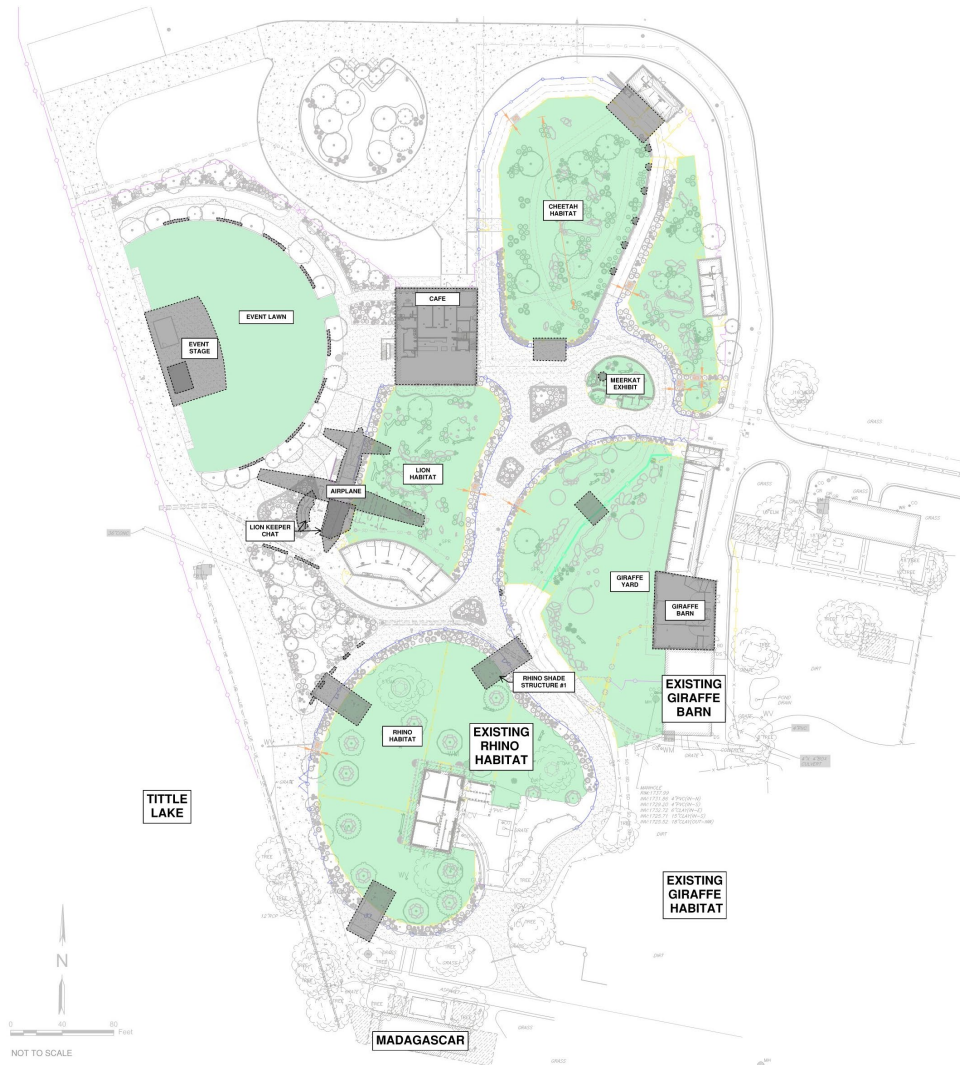
Award of RFP to The Crowe Group, Inc. for Abilene Zoo Improvements

- The Abilene Voters approved the Issuance of \$15,000,000 in General Obligation Bonds for improvements to the Zoo on November 7, 2023.
- The City of Abilene and the Abilene Zoo determined a Best Valued request should be proposed.
- The December 18, 2025 award of bid had to be rejected due to the 2nd notice not being published in the Abilene Reporter News.
- Four Proposals were received on January 28, 2026 in response to the January 11 and 18, 2026 advertisements for the project.
- The City of Abilene has completed evaluations of all proposals and determined that The Crowe Group, Inc. provided the best proposal for a total of \$23,367,000.
- Additional funding provided by the Zoological Society and Grover Nelson Foundation to cover the remaining cost.





Site Plan

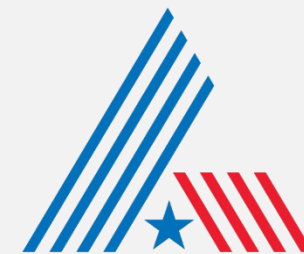


- Approximately 8 acres of construction.
 - Expansion of approximately 4 acres. Expansion includes, but is not limited to: Habitats for Rhino, Giraffe, Small Hoof Stock, Lion, Cheetah, Hyena, and Meerkat and related holding buildings, Event Lawn and Band Shell, and a 2-Story Café.





Renderings



CITY OF
ABILENE
TEXAS



Renderings



CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 23. Resolution: Receive a Report, Hold a Discussion and Take Action on a Resolution of Support and Confirming No Objection for a Senior Apartment Complex Located at 1333 N 6th St. (Tim Littlejohn)

GENERAL INFORMATION

Parker Terrace Limited Partnership is looking for a resolution of support for a 42 unit senior apartment complex located at 1333 N 6th St. This resolution of support is needed in order to apply for a grant through the Texas Department of Housing and Community Affairs.

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval

ATTACHMENTS:

1. RESOLUTION of support 1333 N 6th St (1)
2. Parker Terrace Project Description 2
3. Parker Terrace Site Plan
4. 1333 N 6th St Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
SUPPORTING AND CONFIRMING NO OBJECTION TO HOUSING TAX CREDIT
APPLICATION FOR PARKER TERRACE LIMITED PARTNERSHIP**

WHEREAS, Parker Terrace Limited Partnership has proposed the new construction of affordable rental housing at 1333 N 6th St., named the Parker Terrace in the City of Abilene, Taylor County, Texas; and

WHEREAS, Parker Terrace Limited Partnership has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for the Parker Terrace development; and

WHEREAS, Parker Terrace Limited Partnership has requested a waiver of development/permit fees in the amount of \$500.00 for the Parker Terrace development as a commitment of development funding from the City of Abilene, Texas; and

WHEREAS, The City of Abilene, Texas has the authority to defer development fees on the property located at NEC of N 5th St and Orange St.; and

WHEREAS, pursuant to Section 11.204(4) of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City of Abilene desires to provide a Resolution of Support with No Objection to the Applicant for the 9% Competitive Housing Tax Credit (HTC) application for Parker Terrace Limited Partnership at 1333 N 6th St, Abilene, Texas,

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

PART 1: That the City of Abilene, acting through its Governing Body, hereby supports and confirms that it has no objection as to Applicant's application to TDHCA's 2026 9% Competitive HTC for the proposed renovation and redevelopment of Parker Terrace located at 1333 N 6th Street, Abilene, Texas, for a 42 unit apartment development and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on February 12th, 2026.

PART 2: That in accordance with the requirements of the Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

- (a) Notice has been provided to the Governing Body in accordance with Texas Government Code §2306.67071(a); and
- (b) The Governing Body has had sufficient opportunity to obtain a response from Applicant regarding any questions or concerns about the proposed renovation and redevelopment of the property for the proposed use; and

- (c) The Governing Body has held a hearing at which public comment may be made on the proposed construction project in accordance with Texas Government Code §2306.67071(b) and Texas Administrative Code §11.204(4)(B); and
- (d) After due consideration of the information provided by the Applicant and after the public hearing on the proposed renovation and redevelopment project, the City of Abilene, acting through its Governing Body, supports and does not object to the application by Applicant to the TDHCA for 2026 9% Competitive HTC for the purpose of the construction of the Parker Terrace Senior Apartments for the proposed use.

PART 3: That it is FURTHER RESOLVED that for and on behalf of the Governing Body, the City Manager is hereby authorized, empowered and directed to certify these resolutions to the TDHCA.

PART 4: That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 12th day of February, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



WODA COOPER COMPANIES

Parker Terrace

1333 N 6th Street, Abilene, TX 79601



Project Merits

Woda Cooper Development, Inc.

Phone: (614)-396-3200

Email: jlain@wodagroup.com

www.wodagroup.com

OFFICES LOCATED IN GEORGIA, INDIANA, KENTUCKY, MARYLAND, MICHIGAN, NORTH CAROLINA, OHIO, AND VIRGINIA.

WODA COOPER COMPANIES, INC. IS AN ESOP OWNED COMPANY AND PARENT COMPANY OF WODA CONSTRUCTION, INC., WODA MANAGEMENT & REAL ESTATE, LLC, AND WODA COOPER DEVELOPMENT, INC.

Parker Terrace

INTRODUCTION TO TEAM

OWNER/DEVELOPER: **(RESIDENTIAL)**

Woda Cooper Development, Inc.

- Development Team has a well-rounded background in terms of experience and education
- Experienced team that develops Townhomes, Multifamily Apartments, Mixed Use Projects, Rehab Projects, etc., market rate and affordable.
- Developed over 16,000+ units, worth over \$1.5 Billion
- Woda Cooper Companies, Inc. is 700+ employees strong and consistently ranks among the top affordable housing developers and owners in the country by *Affordable Housing Finance* magazine

Awards and Accomplishments:

- Top 10 Affordable Housing developer by *Affordable Housing Finance* magazine
- First vertically integrated, employee-owned affordable housing developer
- Over 120 green certifications including 10 platinum certifications
- International LEED Project of the Year – Osborn Commons

Programs:

- Low-income Housing Tax Credits (LIHTCs)
- Tax exempt bonds with 4% LIHTCs
- FHA insured loans, 221 (d)(4) and 223(f)
- USDA Rural Development 538 guaranteed loans
- USDA Rural Development 515 direct loans
- Public Housing Replacement Housing Factor Funding
- HOME Investment Partnerships Program
- State trust funds
- Federal historic tax credits
- State historic tax credits
- Brownfield credits
- Federal Home Loan Bank (FHLB) Affordable Housing Program funds
- FHLB match funds



WODA COOPER COMPANIES

- HUD Market to Market
- Tax Credit Assistance Program funds
- Exchange funds or 1602 funds
- Contract-based Section 8 housing assistance
- Project-based rental assistance
- Rental Assistance Demonstration (RAD)
- 811 contracts
- National Housing Trust Fund
- Energy Credits
- New Markets Tax Credits
- CDFI Funding

Woda Cooper Companies has over 30 years of experience in developing, constructing, and managing affordable housing.

Woda Cooper is committed to long-term ownership and management – not a merchant developer.



WODA COOPER COMPANIES

PROJECT DESCRIPTION

Current Land Use:

Parking lot with one building under 1,000 square feet

Current Zoning:

Central Business (CB) – permits multifamily.

Concept Plan:

42-unit three story walk-up building.

Why Abilene:

Growth and Opportunity: Lancium Clean Campus energy technology and infrastructure multibillion dollar investment expected to bring over 100 jobs to Abilene. This new development will certainly lead the way for further innovation and expanded job and investment opportunities in Abilene..

Economic Stability: The City of Abilene’s labor force has remained stable over the last 5 years. Economic resiliency was shown after the pandemic with the unemployment rate remaining below 5.50% since September 2020. The Abilene MSA GDP has grown steadily from around \$3.7M billion in 2001 to over \$10.3 billion in 2023, with an average annual growth rate of 4.81%.

Senior Oriented: Site is located within a 0.5-mile radius of Grace Museum, Abilene Public Library, and Everman Park providing crucial amenities for seniors that establishes a community oriented for seniors.

**Economic
Development**

Approximately \$12 million investment will significantly enhance and contribute to local economic activity.

Project will create over 150 construction jobs

Development will create more than 3 permanent jobs, including Marketing/Leasing staff and Maintenance staff.

Development will require contracts with numerous local vendors required for operations.

Various taxes and upfront fees to be paid to City.

Involve local Chamber of Commerce for construction bidding with local vendors.

High quality housing that is affordable for active senior adults that are retired or employees of local businesses and major employers. High quality affordable housing will attract future employers.

New rooftops will spark commercial demand.

Existing Conditions:

Vacant non-manicured site that is adjacent to existing multifamily.

Parking lot with one 1,000 square foot building.

Access to North 5th Steet & North 6th Street.

PROPOSED PROJECT:

Proposal:

0.96 acres for 42 apartment homes.

\$12 Million in direct investment in Abilene, which will be financed by a permanent first mortgage and Housing Tax Credits from the Texas Department of Housing and Community Affairs.

Site design capitalizes on proximity to several retail and eateries located within walking distance by providing a pedestrian friendly environment, encouraging multi-modal transportation by providing bicycle racks throughout the site.

Abundance of amenities along with well landscaped congregation spaces provided throughout the community will encourage building ‘a sense of community’.

Project will not only comply with but exceed City’s architectural, landscape and noise attenuation standards. It will also integrate with any city trails, etc.

Regular visits made by owner, lender and investor to monitor upkeep and compliance.

Improved quality on design that will set a benchmark for curb appeal in existing / future development in the surrounding community.

Required \$300/unit/per annum replacement reserve for long-term maintenance and capital improvements to ensure project will not fall into disrepair.

Project will provide high quality housing. Flight to quality will encourage older properties to upgrade or rebuild. This process will eventually enhance curb appeal in sub-market.

Strategic partnerships to be formed with local civic organizations to provide resident lifestyle services that enhance quality of living.

Security:

- Perimeter fencing with controlled access gates.
- Cameras distributed throughout the site
- Stringent applicant screening process.
- Design will follow Crime Prevention Through Environmental Design (CPTED) standards.

Cost:

\$283,000 Total Development Cost per Unit.

Product:

Signature project with high visual appeal.

Garden Style product:

- Pedestrian friendly environment with walking distance to retail amenities.
- Exterior finishes will have a combination of stone/brick/stucco.
- LEED Certified – Energy / Environmentally conscious.
- Sparkling Swimming Pool.
- BBQ and Picnic seating areas along with extensive landscaping.
- Bicycle Racks.
- Spacious designer Clubhouse that accommodates an abundance of amenities such as fitness center, computer center, etc. along with oversized swimming pool to allow for group activities and community enrichment

Amenities:

Common:

- Designer Clubhouse with a combination of amenities:
 - Granite countertops in all public areas.
 - Leasing Center.
 - Coffee Bar.
 - 24 hour fitness center.
 - Business and Computer Center with complimentary access to internet and print.
 - Full size community kitchen.
 - Community room with A/V equipment.
 - Laundry care center.
- Large sparkling swimming pool with a gazebo.
- BBQ grills and picnic tables for congregation distributed throughout the site.
- Bicycle racks distributed throughout the site.
- Outdoor living area.
- Play area.

Unit:

- Appliances including microwaves, dishwashers, cooking range with oven, and garbage disposals
- Energy Star rates appliances and windows
- High efficiency lighting and fixtures
- Ceiling fans in living area and bedrooms
- Eco friendly construction materials
- Faux hardwood style flooring
- Spacious Kitchens.
- Private balcony/patio.
- Stainless steel sinks.
- Contemporary LED/Lighting Package.
- Washer and dryer hookups.

GREEN INITIATIVES:

Significant to this proposal is the fact that this project will be implementing Green Initiative Programs such as LEED Certified. Such Green Initiatives are being implemented solely by developer/owner's passion for conserving energy and resources.

Such programs will result in the preservation of trees, improved energy and water efficiency, and improved indoor quality. All these go a long way in the marketability and long-term value added to this project.

Project will be designed to LEED standards

- LEED certified projects perform better than standard projects.
 - All present energy code provisions will still be met.
- Requires practices that limit indoor/outdoor water waste
 - Flow rates on indoor fixtures are capped.
 - Reduction in irrigation and pesticide usage is achieved through the usage of native / regional plants for landscaping.
 - Cannot use invasive plants.
- Promotes healthy living
 - Non-toxic and alternative pest control methods.
 - Air filtration is superior and eliminates airborne contaminants that standard filtration does not.
- Required to implement durable construction practices.
 - No carpet in wet areas to reduce mold and promote healthy living.
 - Energy Star exhaust fans in bathroom and kitchen to reduce moisture and potential for mold.
- Environmentally friendly construction
 - Recycling of unused construction waste which limits what ends up in a landfill.
 - No use of tropical woods, and any wood use must be from a sustainable source
 - Superior efficiency in framing measures to reduce material used and impact on environment
- Benefits to community
 - Proximity to neighborhood amenities encourages community interaction and growth
 - Encourages increased walkability of an area by promoting cycling, walking, and use of existing outdoor community space

CONCLUSION:

A much-needed high quality, eco-friendly, mixed-income senior project that is being developed by an award-winning team!

REQUEST:

Resolution of Support and \$500 waiver of City Fees.

SITE DATA

SITE ACREAGE	0.96 ACRES
UNIT COUNT	42 UNITS
UNITS PER ACRE	42.71

PARKING TABULATION

PARKING REQUIRED:		
1.5 PER UNIT	(1.5x42)	63
TOTAL		63

PARKING PROVIDED:

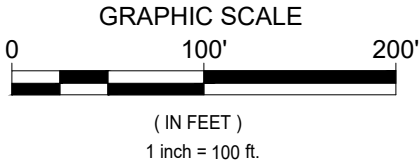
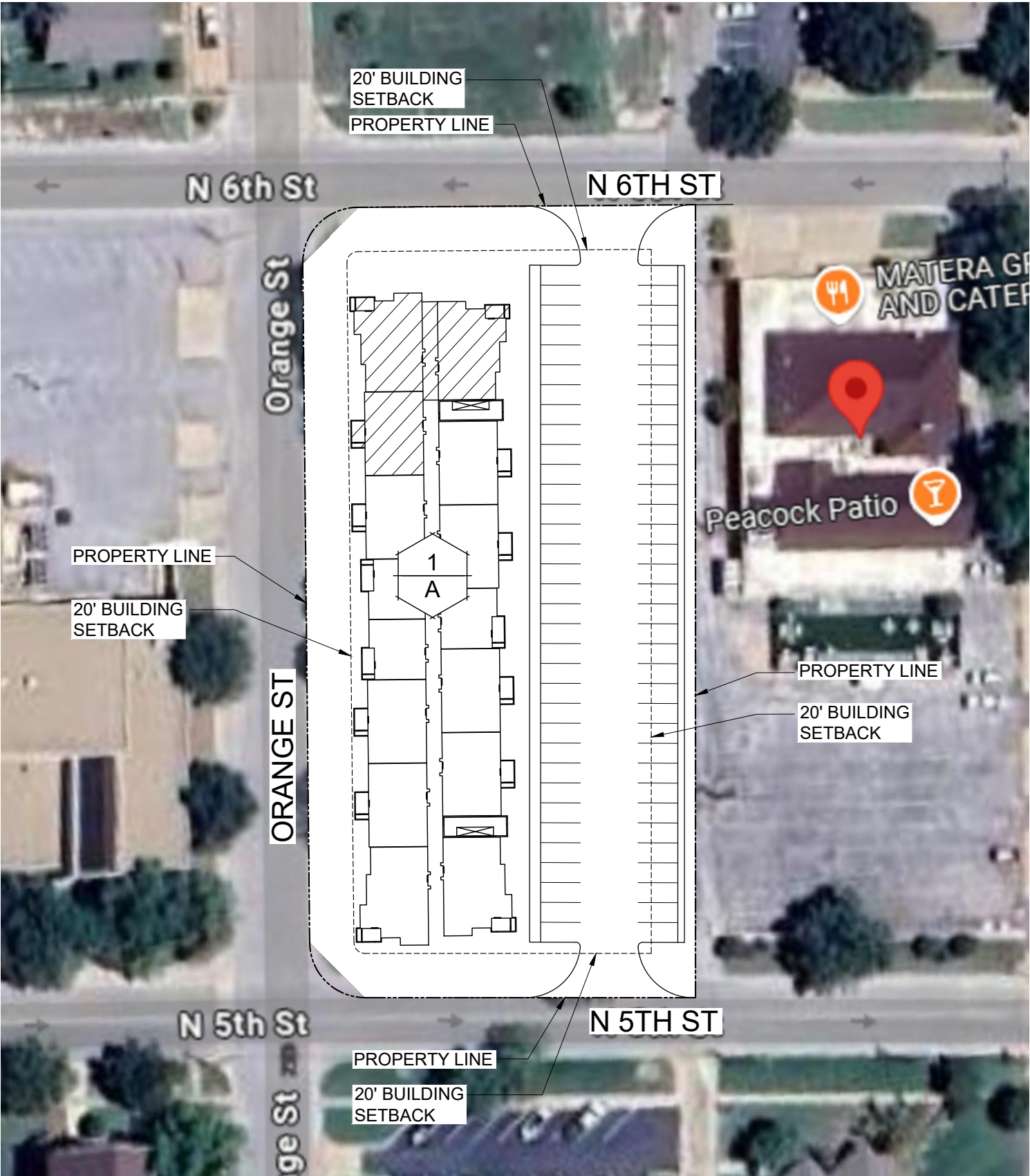
STANDARD	63
CLUBHOUSE	5
TOTAL	68

BUILDING TABULATION

TYPE	#BLDGS	UNITS/BLDG	UNIT TYPES	BLDG. S.F.
A	1	42	A1-9,B1-17,C1-16	36,010 S.F.
TOTAL	1	42		36,010 S.F.

UNIT TABULATION

TYPE	#UNITS	UNIT. S.F.	TOTAL S.F.
A1	9	600 S.F.	5,400 S.F.
B1	17	850 S.F.	14,450 S.F.
C1	16	1,010 S.F.	16,160 S.F.
TOTAL	42		36,010 S.F.



SITE PLAN

SCALE: 1"=100'-0"

GOLIAD APARTMENTS
ABILENE, TEXAS

Resolution of Support and Confirming No Objection for 1333 N 6th St.





- Parker Terrace Limited Partnership is looking for a resolution of support.
- Parker Terrace Limited Partnership is applying for a competitive housing tax credit for the construction of a 42-unit senior living facility located at 1333 N 6th St.
- This request is pursuant to section 11.204(4) of the qualified allocation plan and chapter 2306 of the Texas Government Code.
- If approved, this resolution of support and confirming no objection from the City of Abilene will allow them to apply for this grant.





QUESTIONS





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **24. Ordinance (Final Reading) CUP-2026-01: 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 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. Ordinance (6)
2. Staff Report (1)
3. Metes & Bounds
4. Plan of Operation
5. Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

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

PASSED ON FIRST READING the 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;

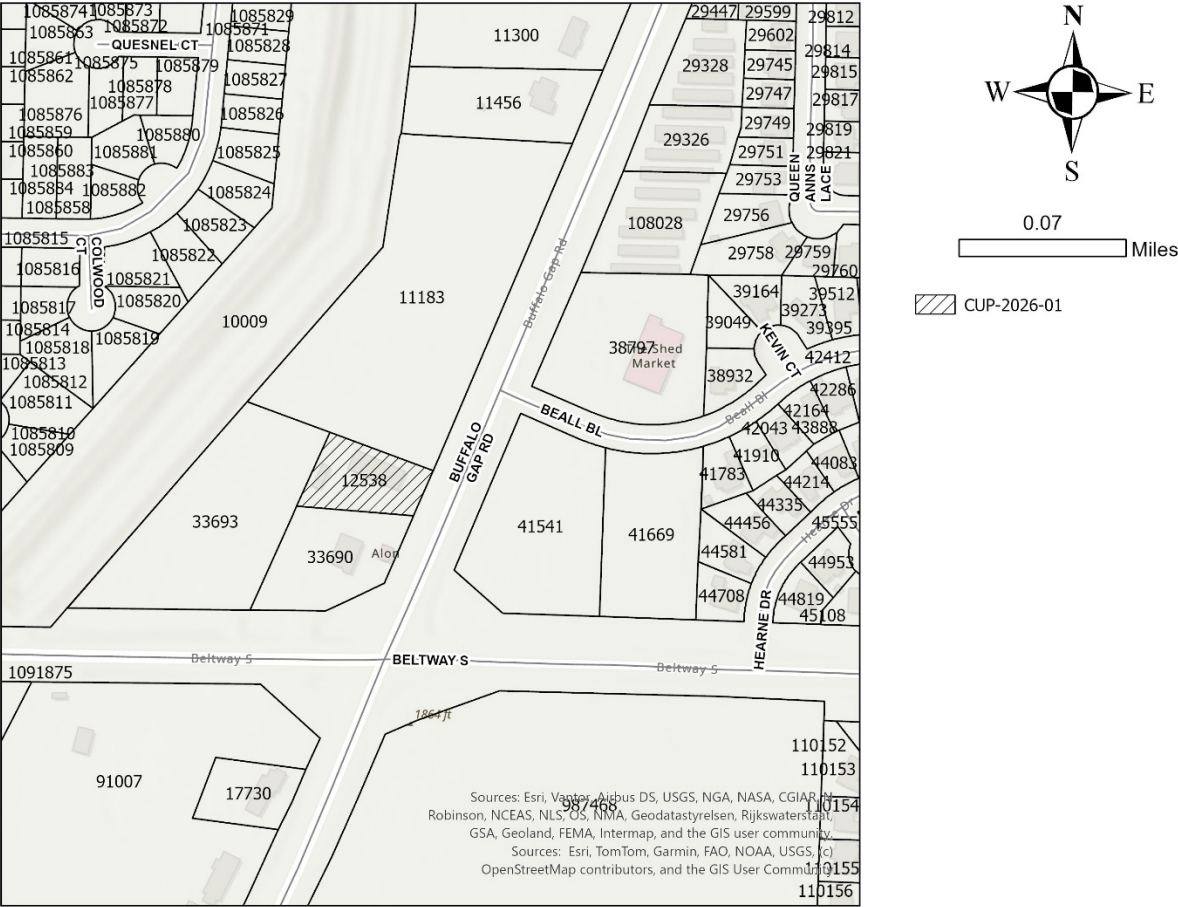
THENCE N85°05'40"W 241.96 FEET, WITH THE SOUTH LINE OF SAID 0.69 ACRE TRACT AND THE NORTH LINE OF SAID 1.13 ACRE TRACT, TO A RECOVERED 3/8" REBAR ON THE EAST LINE OF LOT 101, BLOCK A, MESQUITE FOREST ESTATES, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 177, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAME 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.



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@rootsbyprak.com

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

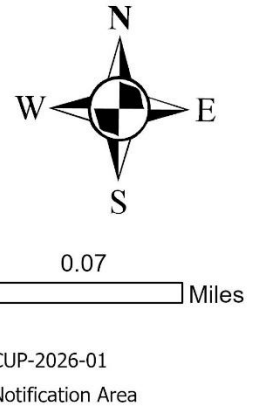
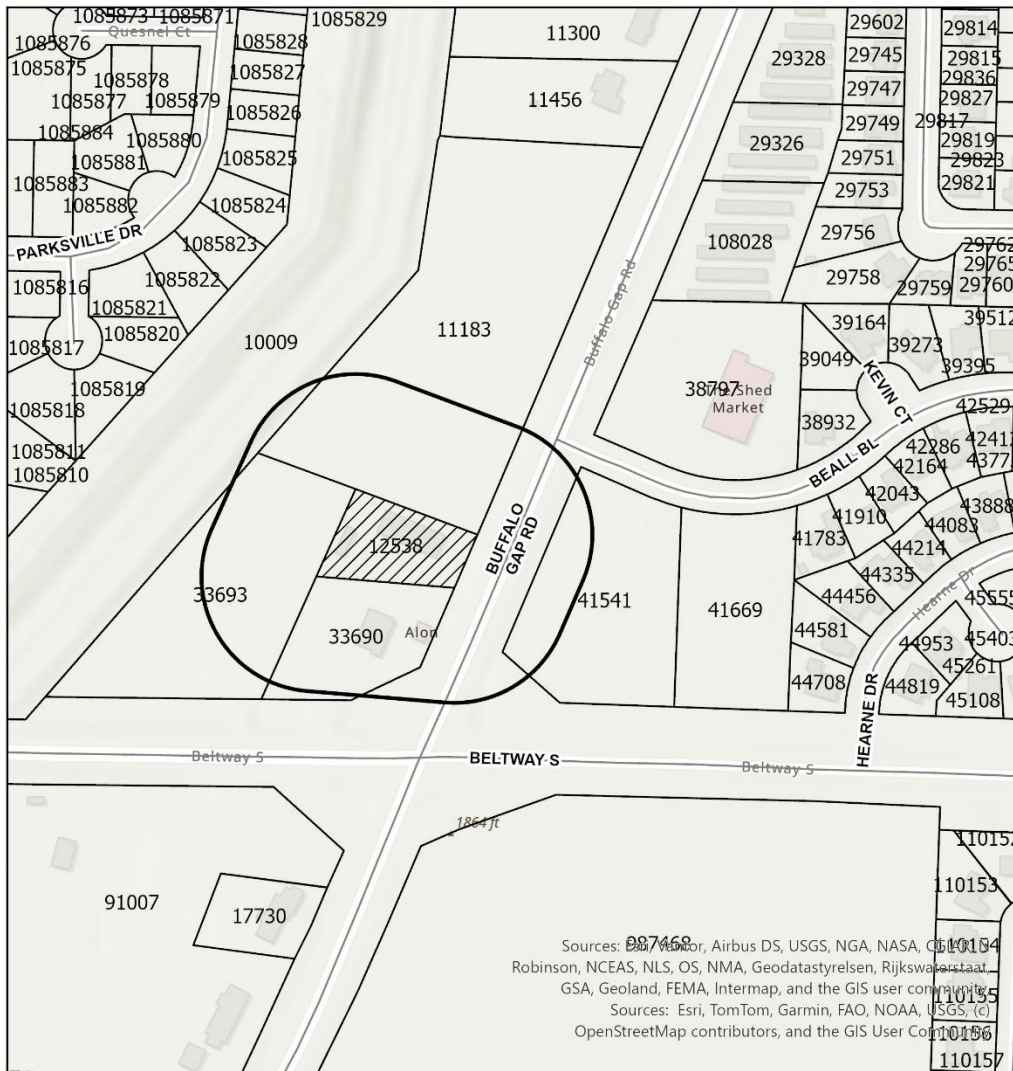
- Metes and Bounds
- Plan of Operation
- PowerPoint Presentation

Notification

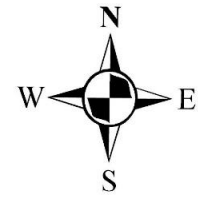
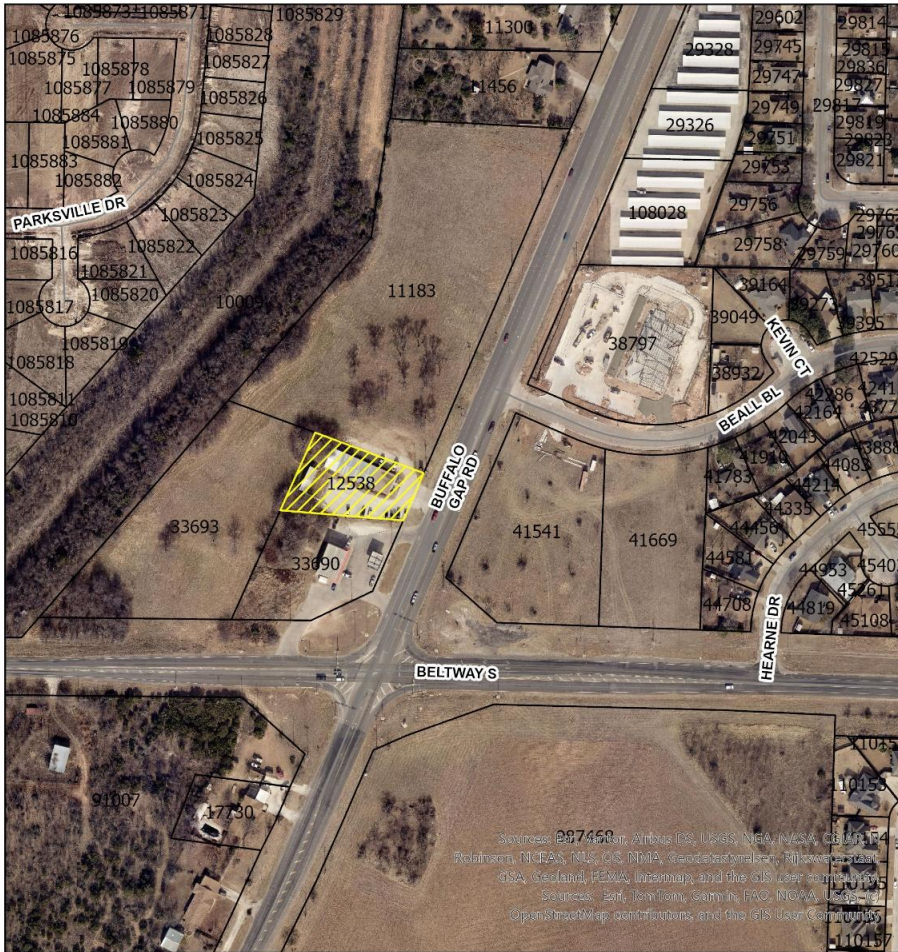
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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



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



0.07

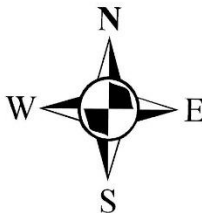
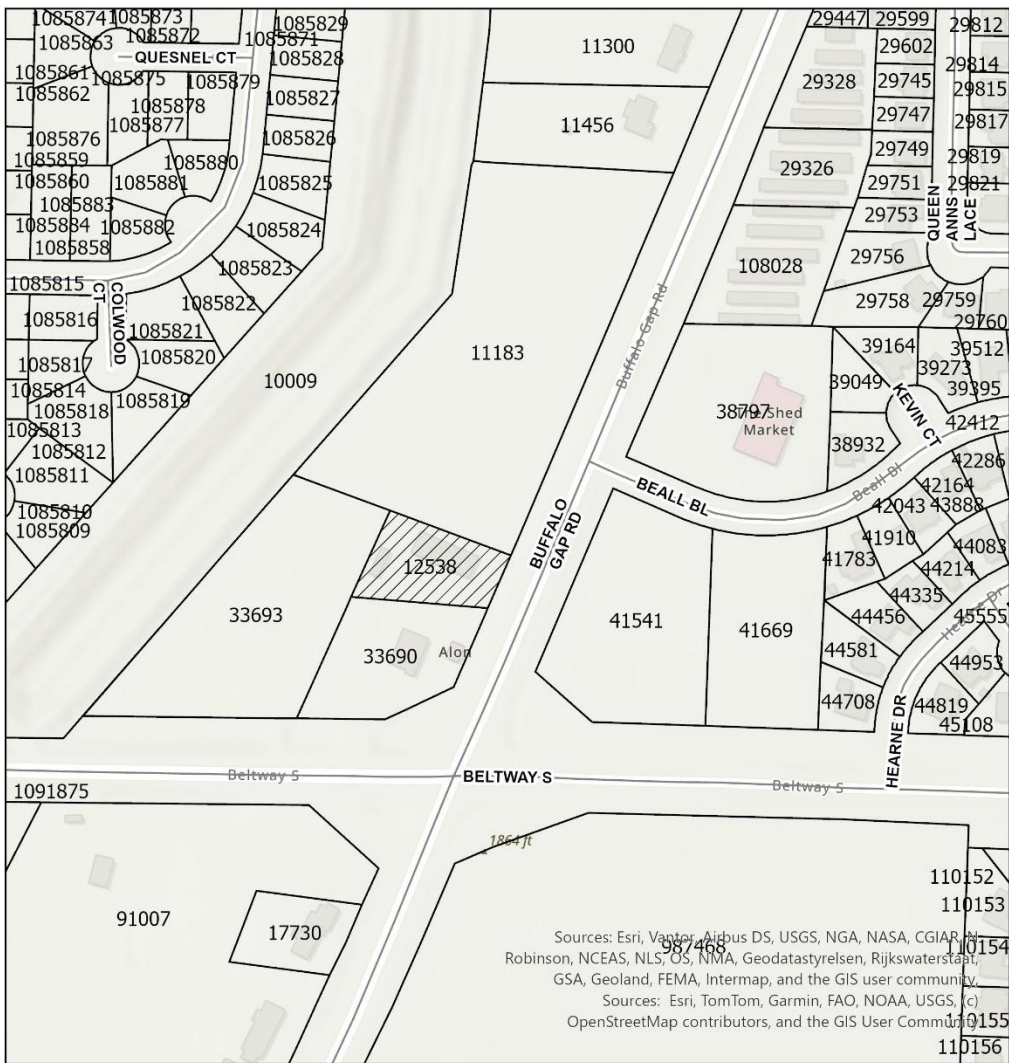
Miles

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

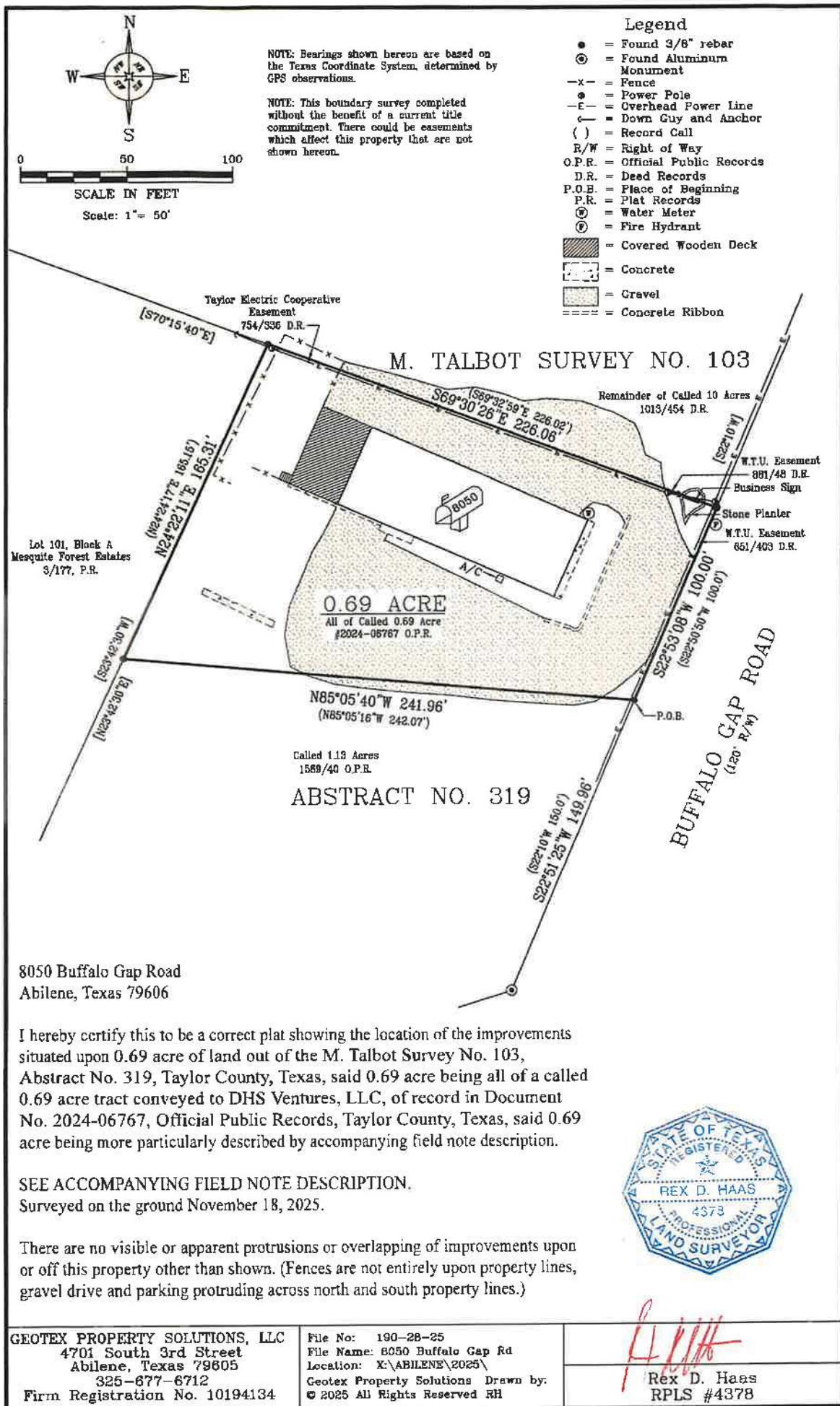
The primary use of this building will serve as ~~an~~ office space and warehouse space for ~~B.~~ Peak Roofing.

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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.

Terrell Senne

325 370 8566
terrell@rootsbypeak.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

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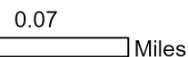
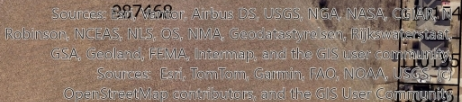
Tevin Senne
Tevin Senne
325 370 8566
tevin@roofsbypark.com



CONDITIONAL USE PERMIT

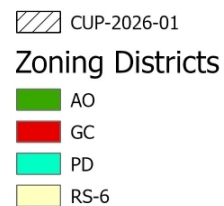
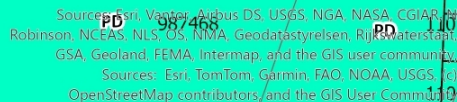
Case:	CUP-2026-01
Agent:	Tevin Senne
Owner:	DHS Ventures Pre LLC
Request:	A Conditional Use Permit to allow contractor services within General Commercial (GC) zoning.
Location:	8050 Buffalo Gap
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	January 6, 2026
Council Hearing:	January 22, 2026 February 12, 2026





 CUP-2026-01







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:

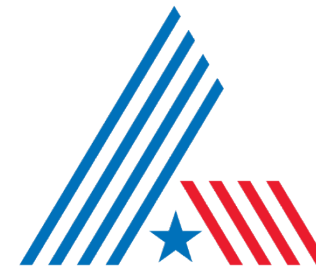
- C Wholesaling and Storage (indoor)

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

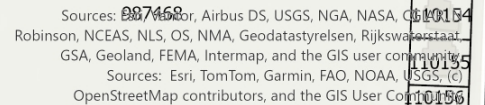
The primary use of this building will serve as an office space and warehouse space for ~~the~~ Peak Roofing.

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

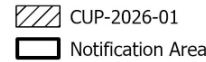
There will be some roofing material stored in the back yard of the property and some stored inside the warehouse. There will be no material stored in front or on either side of the property.

Terrell Spence
Terrell Spence
325 370 8566
terrell@roofsbypak.com





Miles



•





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
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **25. Ordinance (Final Reading) Z-2026-01: 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 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 (10)

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

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

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

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

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

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

PASSED ON FIRST READING the 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;

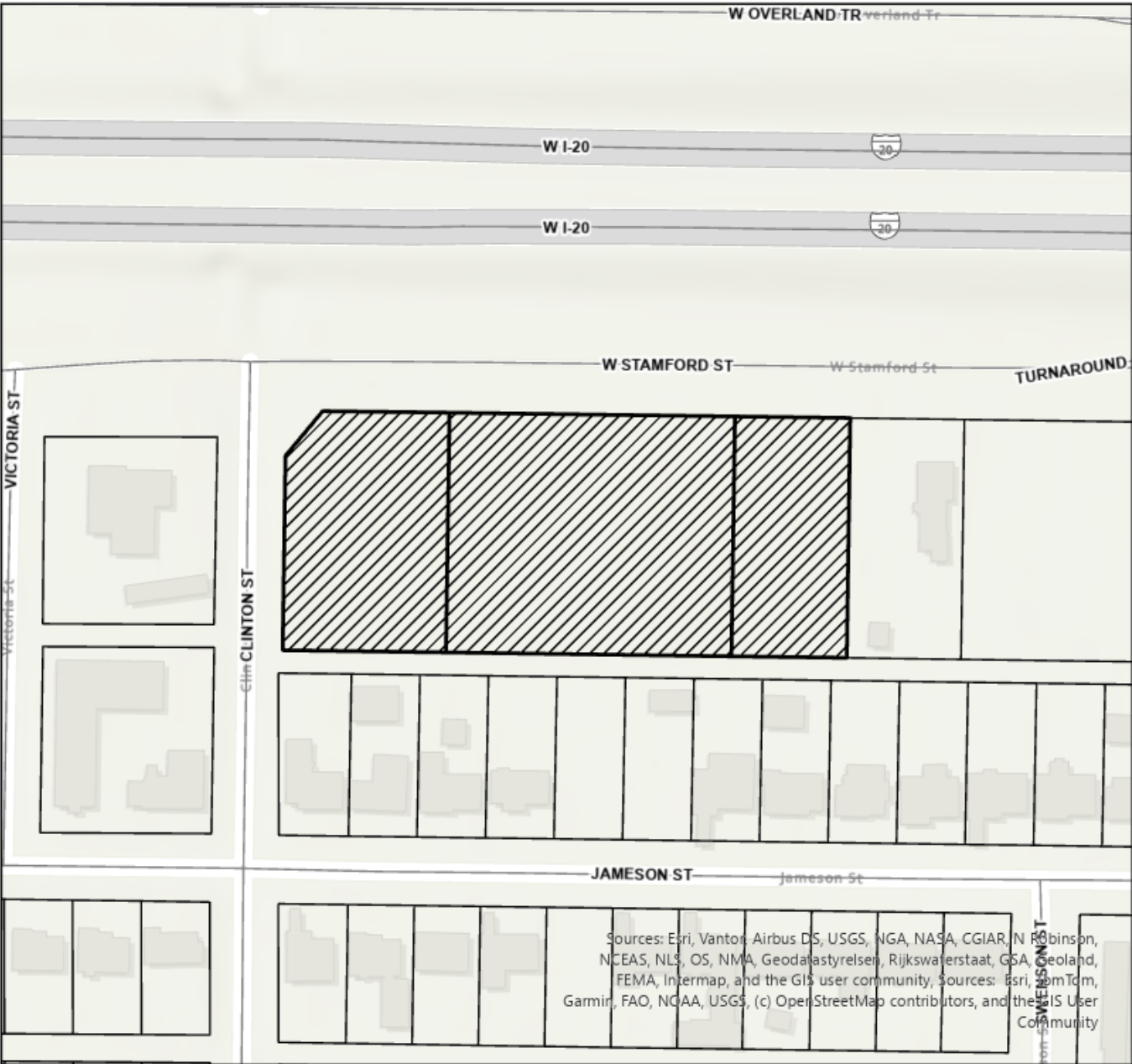
THENCE N45°43'24"E 70.81 feet, along said corner clip, to a brass monument found on the south right-of-way line of West Stamford Street (right-of-way varies), for an exterior corner of this tract;

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

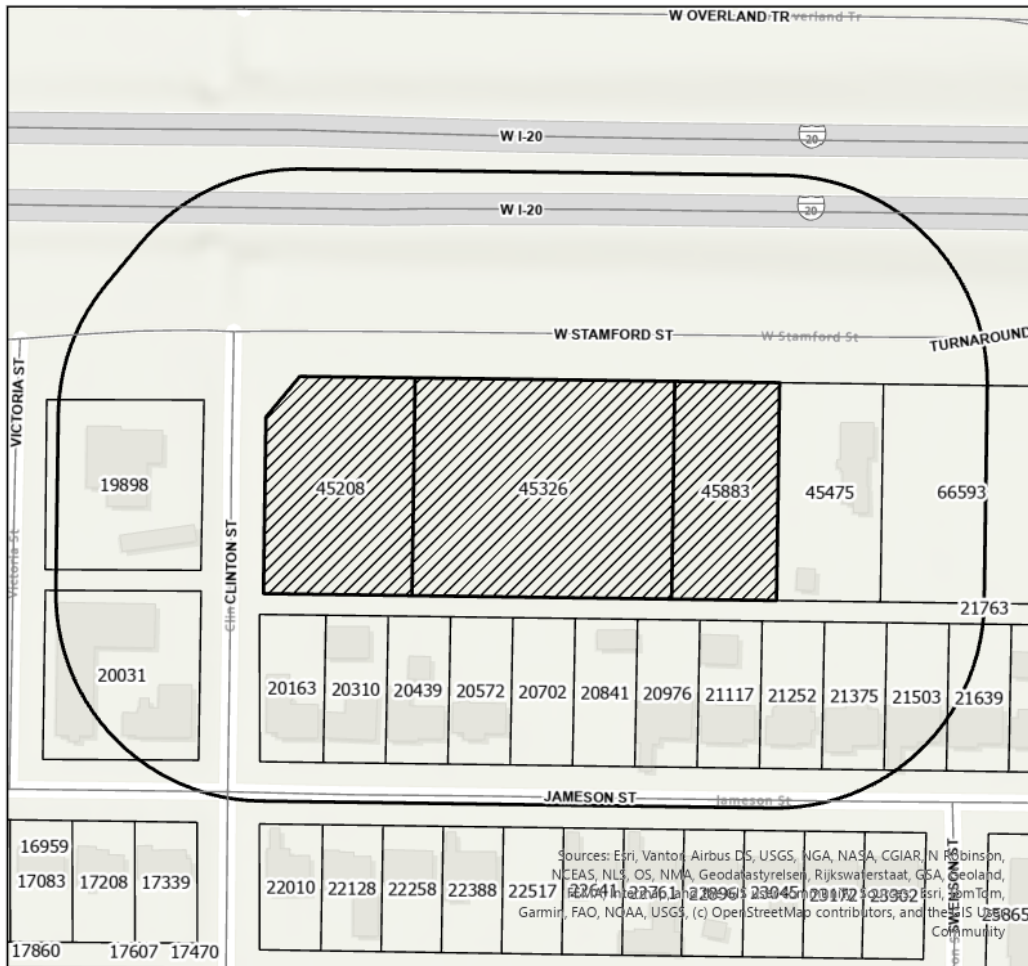
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 19, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

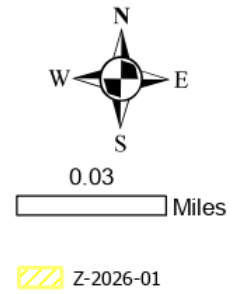
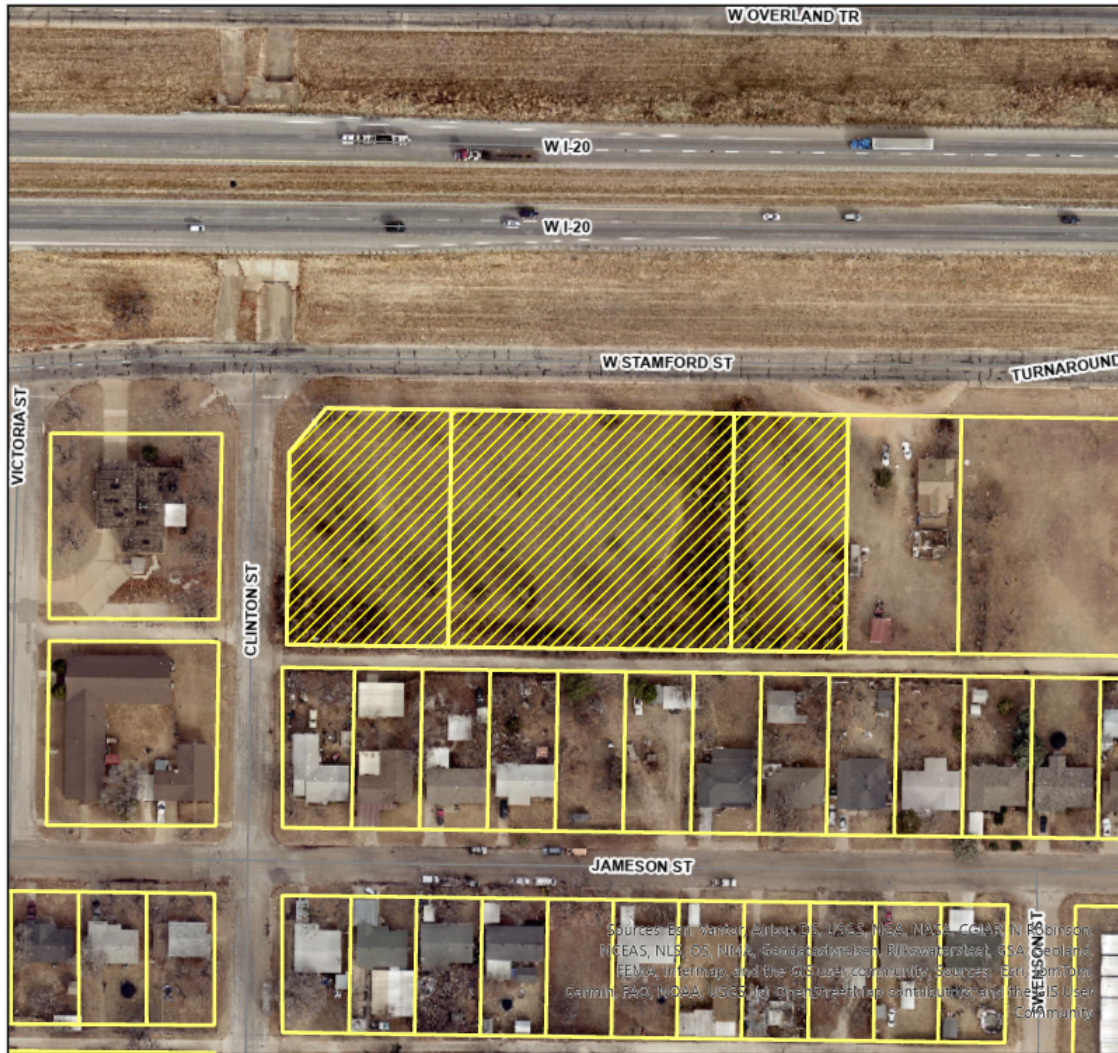
Legend: O - Opposed, F - In Favor

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	

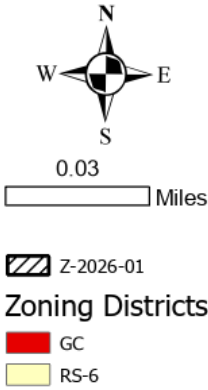
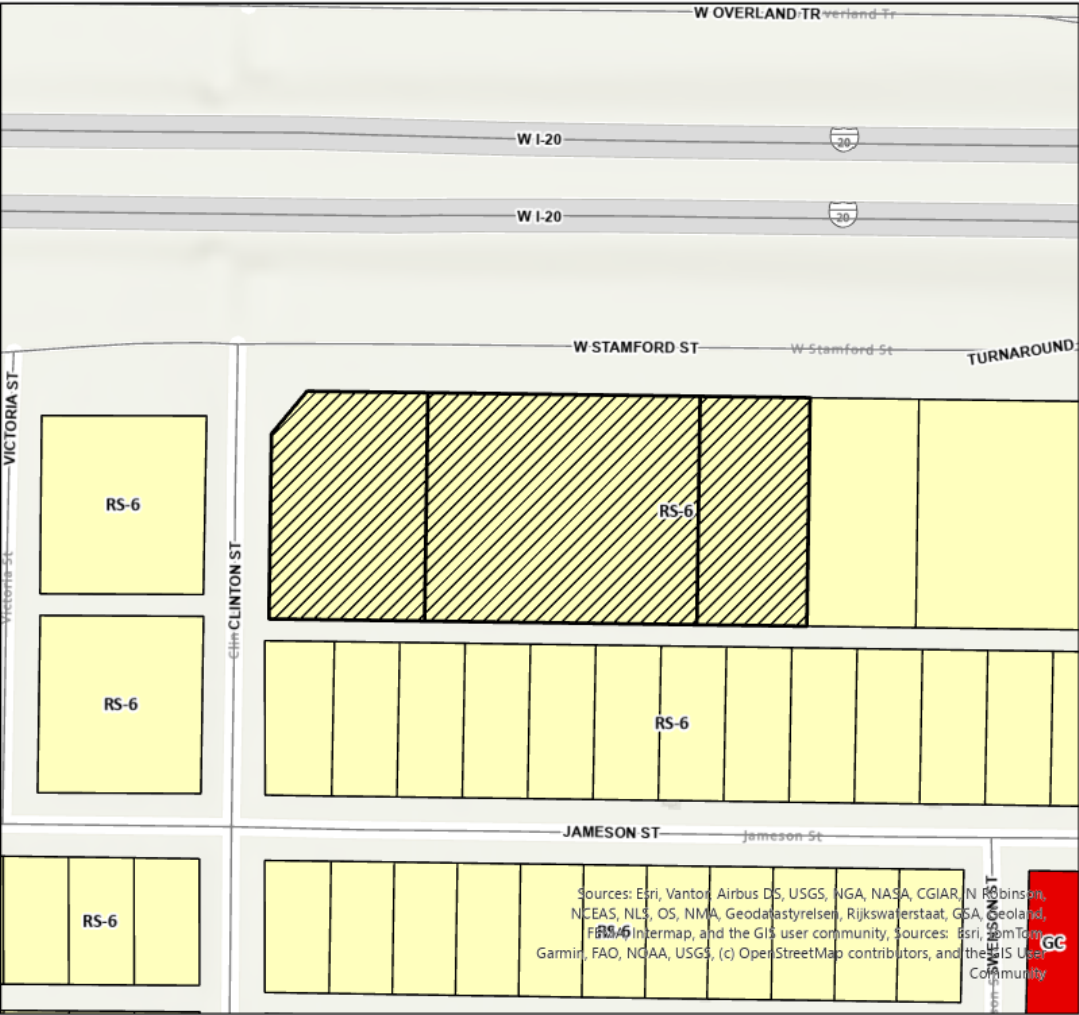
NOTIFICATION MAP



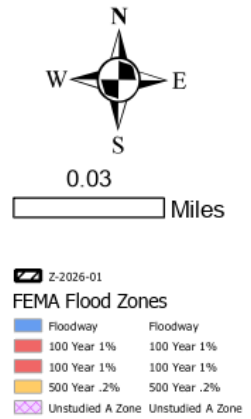
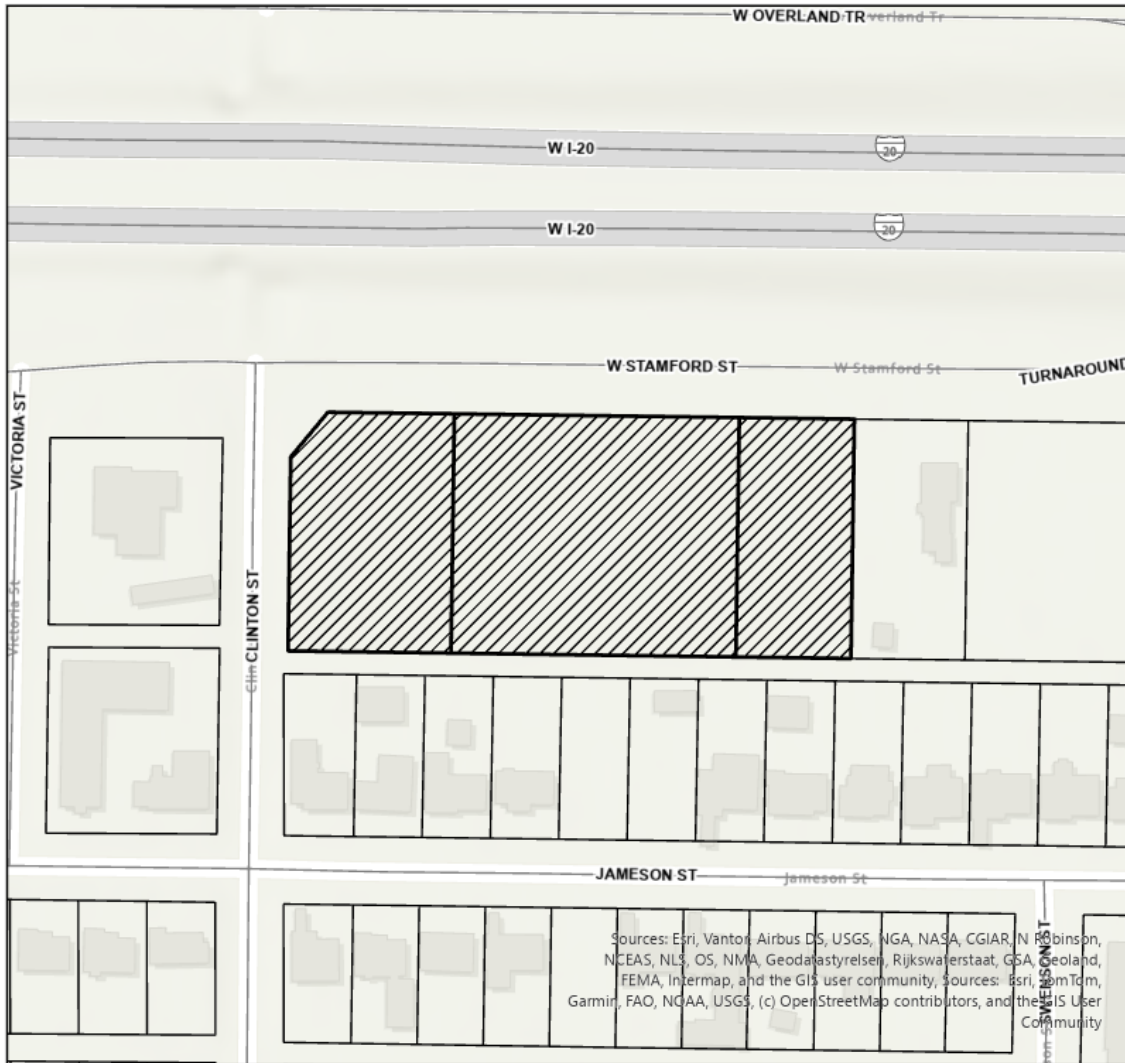
LOCATION MAP



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:

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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



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

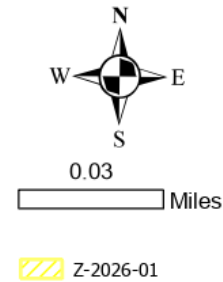
Location: 1800-1900 Block of W Stamford St.

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: January 6, 2026

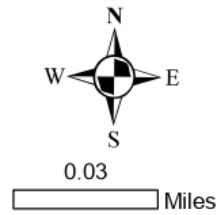
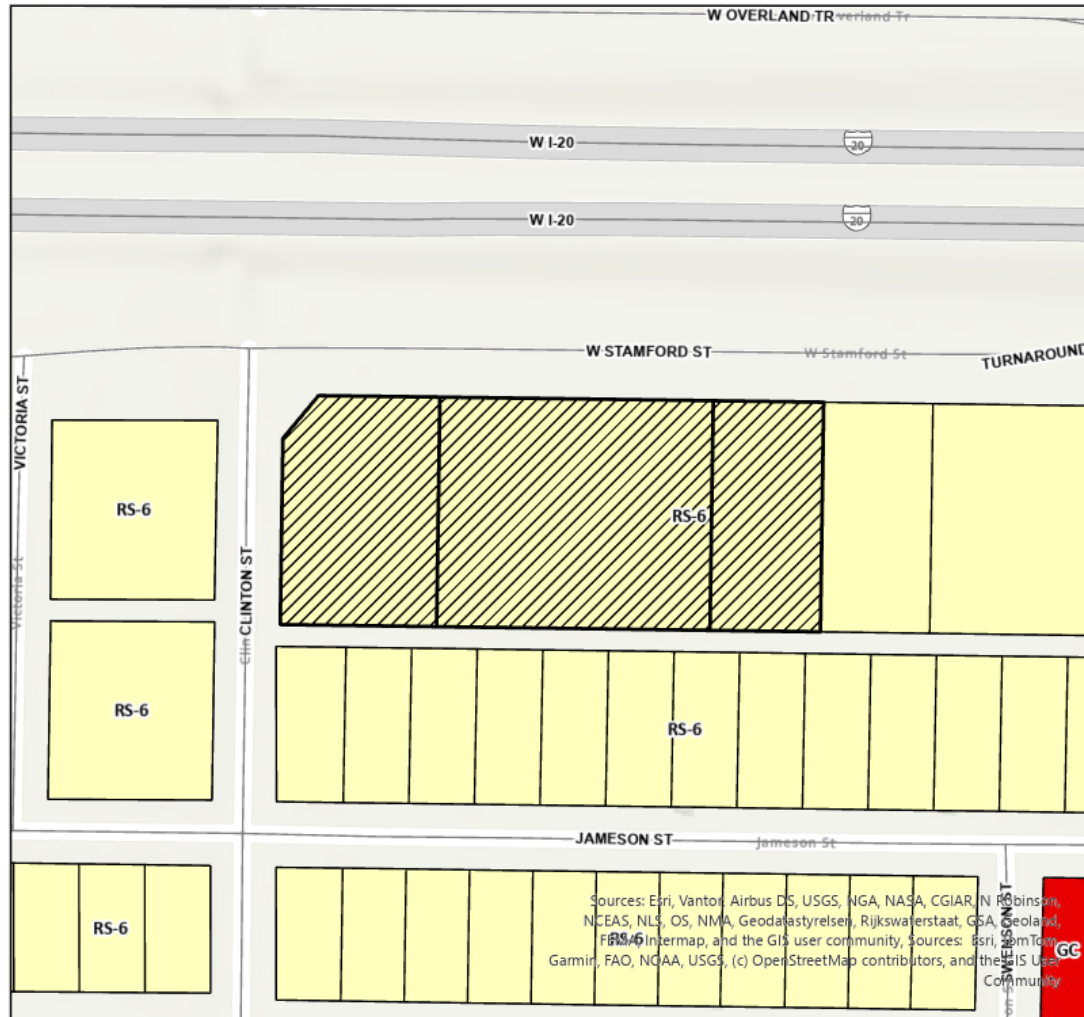
Council Hearing: January 22, 2026
February 12, 2026



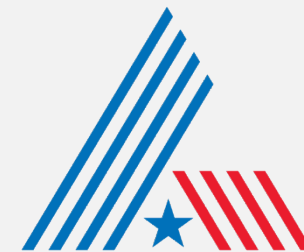




ZONING MAP



 Z-2026-01
Zoning Districts
 GC
 RS-6



CITY OF
ABILENE
TEXAS



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

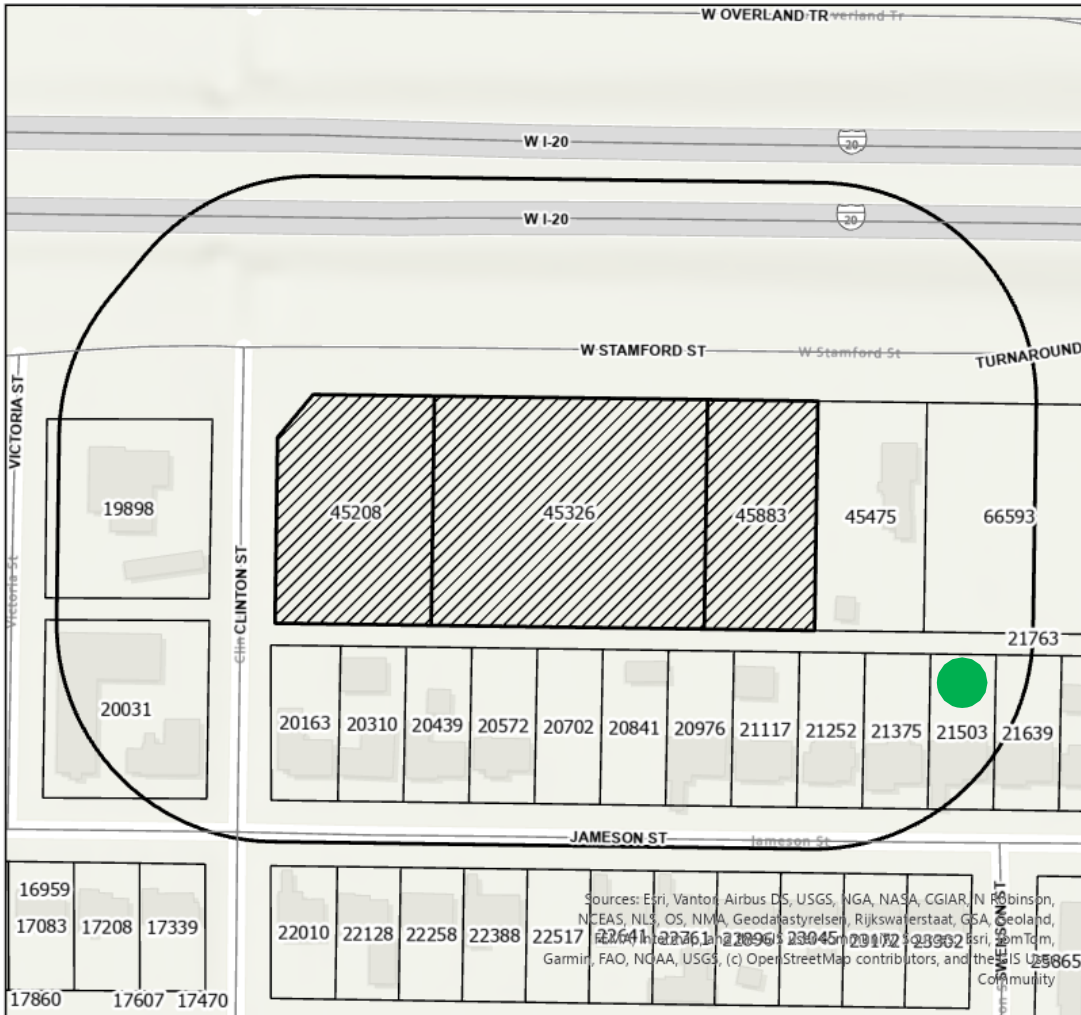
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CITY OF
ABILENE
TEXAS



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
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **26. Ordinance (Final Reading) Z-2026-03: Receive a Report, Hold a Discussion and Public Hearing, 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. The daycare will be a 24 hour operation. A lesser zoning district will not allow for these hours of operations.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5.

ATTACHMENTS:

1. Ordinance
2. Ordinance (7)
3. Staff Report (2)
4. 2525 Minter Ln - Opposed
5. Waiver for concept plan
6. 2534 Minter Ln - Opposed
7. 2541 Bel Air Dr - Opposed
8. 2542 Minter Ln - Opposed
9. 2517 Minter Ln - Opposed
10. Presentation (9)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 02/10/2026

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-

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; CREATING A PLANNED DEVELOPMENT DISTRICT (PDD-196); CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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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 classification of the following described land from Residential Single-Family (RS-6) to Planned Development District (PDD-196) subject to the requirements set out in Exhibit B.

Legal description being Lot 13, Block A, Northwood Continuation, Abilene, Taylor County, Texas.

Located at 2502 Minter Lane.

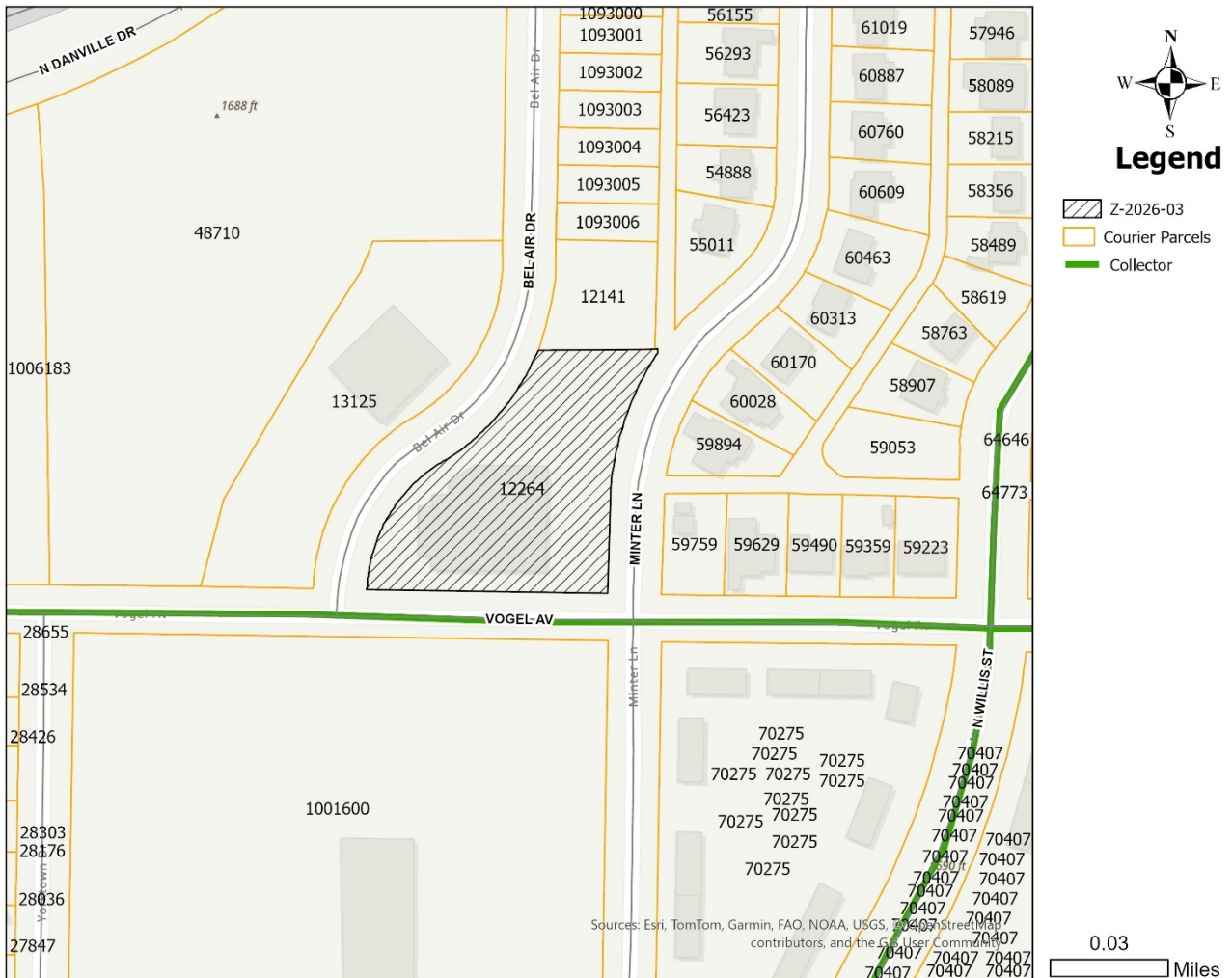


EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of this Planned Development District (PDD) is to integrate nonresidential and residential activities and protect the residential neighborhood from encroachment of incompatible uses.

Specific Modifications: This Planned Development District shall be subject to the requirements of the Mixed Use (MX) zoning district, except as modified below:

- A conditional use permit shall not be required for a Center-based Day Care operation with floor area exceeding 5,000 square feet.

-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 that operates 24 hours a day. Staff determined that General Commercial (GC) zoning is an appropriate zoning since the Planned Development District (PDD-149) to the west has a base zoning of General Commercial. This recommendation also aligns with our adopted plan and with Amber being an arterial street.

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

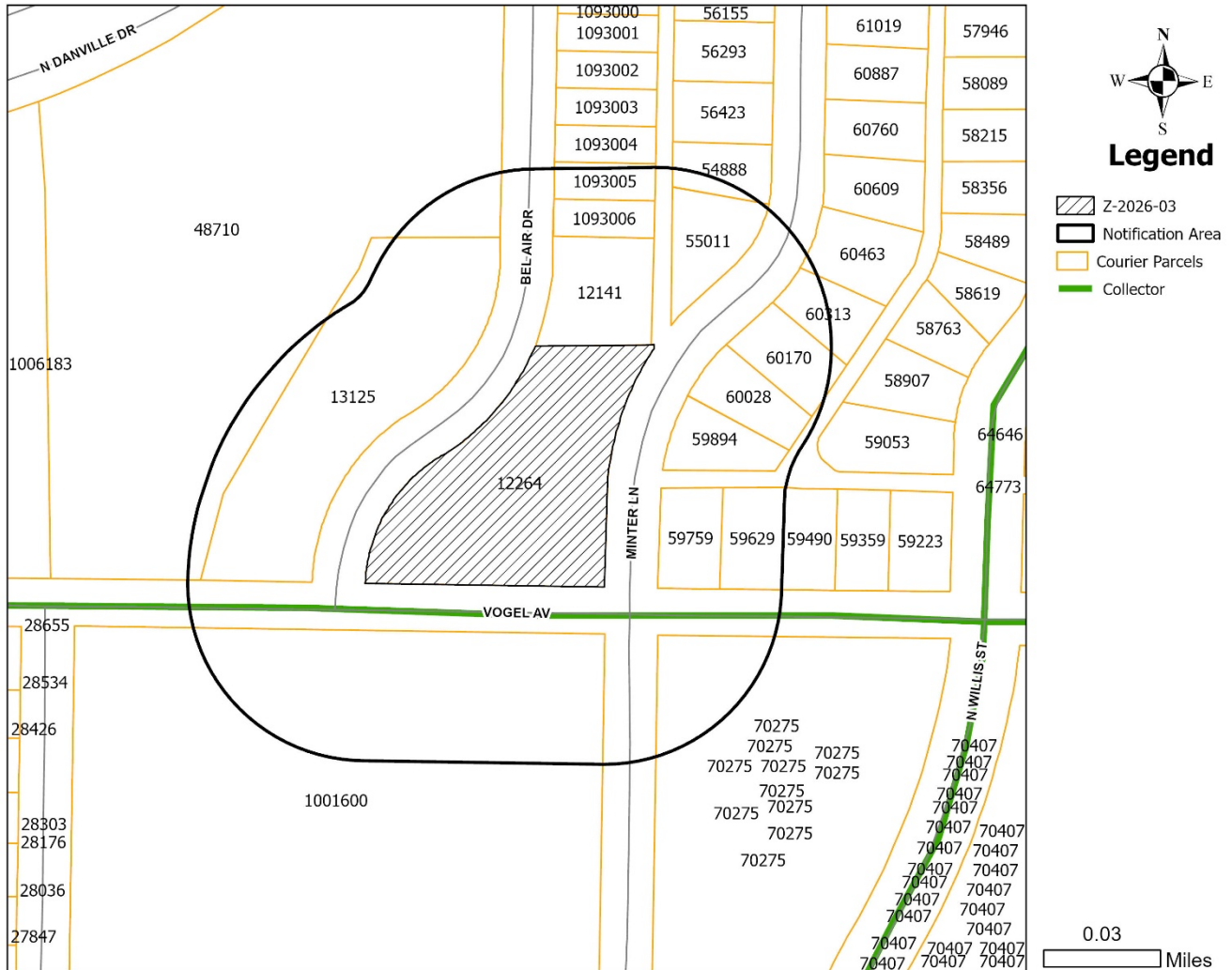
ROBINSON DONNA JOY LIFE EST	59490	3458 VOGEL AV	
SANTOYA MELISA	60028	2509 MINTER LN	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
STEARNS JERRY & D ANN	59894	2501 MINTER LN	
STEARNS JERRY & D ANN	59759	3472 VOGEL AV	
STEARNS JERRY G	59629	3466 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	O

PROPERTY ID

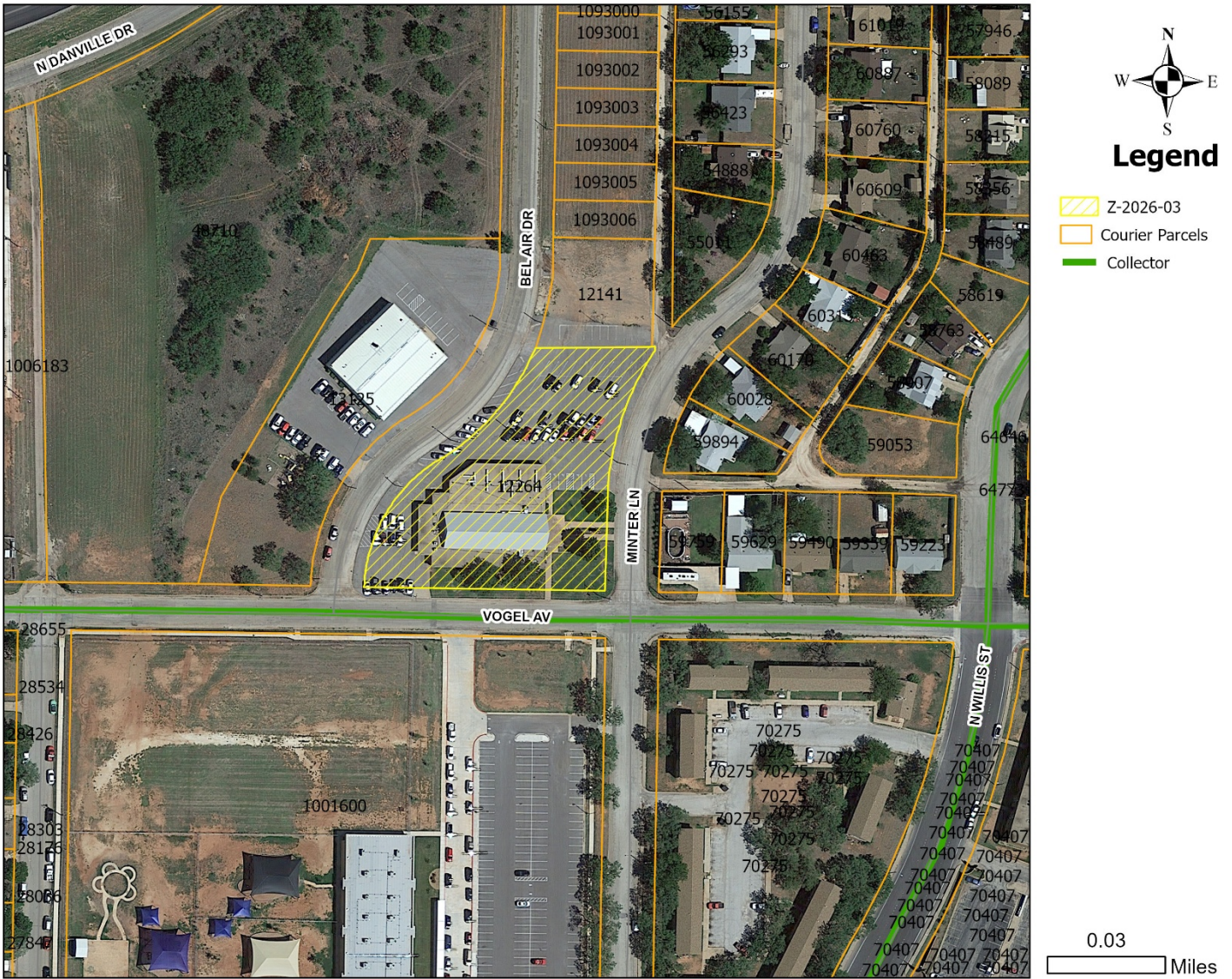
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
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	
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RIDDLE JEANETTE	60170	2517 MINTER LN	O
AYALA FELIX & GLORIA	60313	2525 MINTER LN	O
GRAVITT WALLACE VAN JR &	60463	2533 MINTER LN	
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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



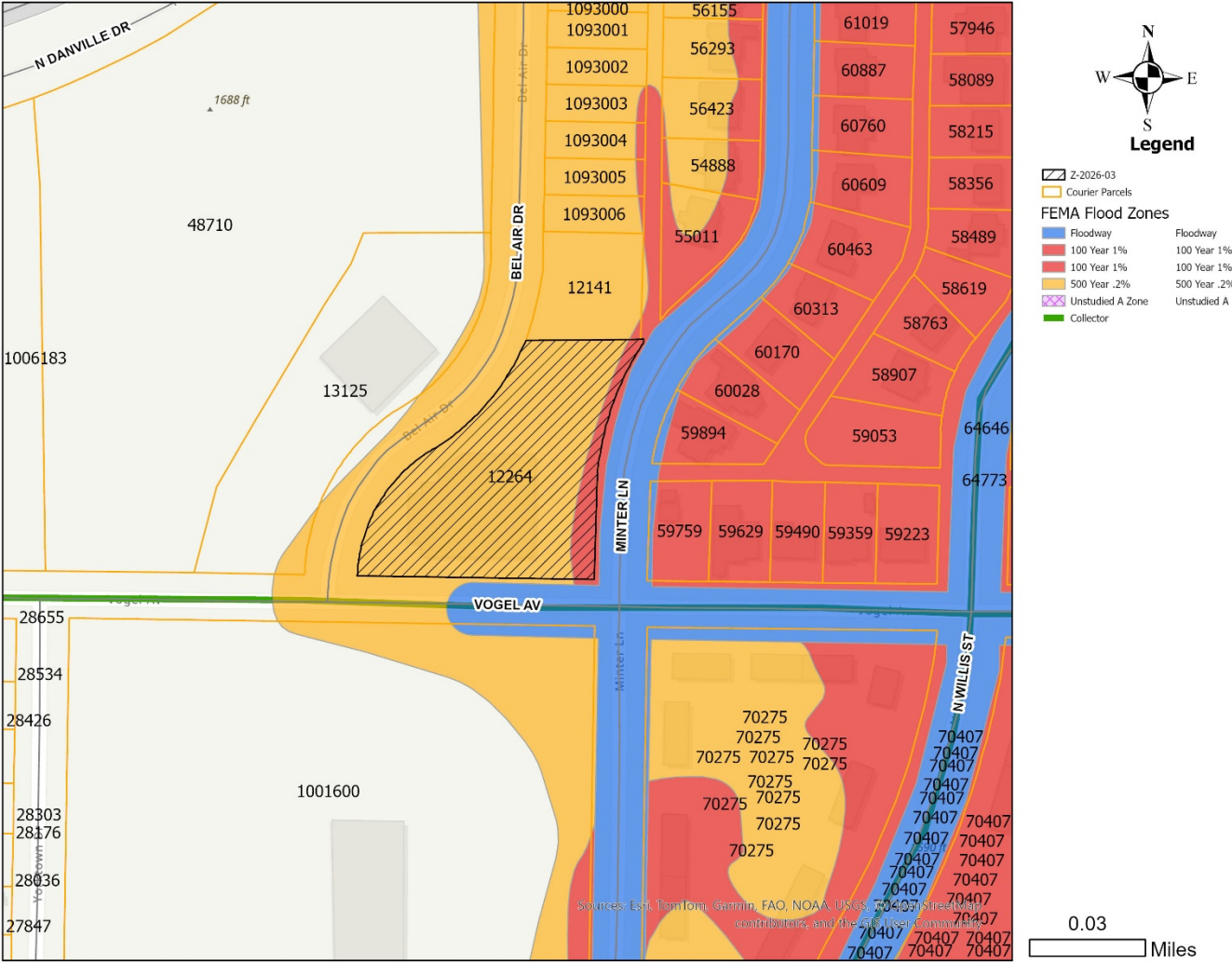
LOCATION MAP



ZONING MAP



Flood Map



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-03

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: 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.

Waiver

To: Minter Lane Church of Crist

Re: Waiver of concept plan for Planned Development

This shall act as your formal waiver of the concept requirement for the Planned Development District. We find that the concept plan would benefit that intent of the Planned Development and therefore is not needed in order to make an informed decision.

If you should have any questions or concerns, please free to give me a call.

Thank you,

A handwritten signature in black ink, appearing to read "Timothy A Littlejohn". The signature is fluid and cursive, with the first name "Timothy" being more legible than the last name "Littlejohn".

Timothy A Littlejohn

Director of Planning and
Development Services

325-676-6237

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.

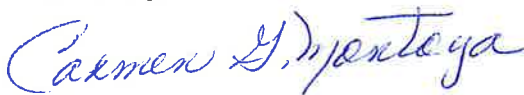
Traffic Congestion During School Hours

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:



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

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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: 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)

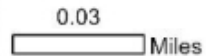
Location: 2502 Minter Lane

Notification: 0 in Favor, 5 in Opposition

Planning & Zoning: January 6, 2026

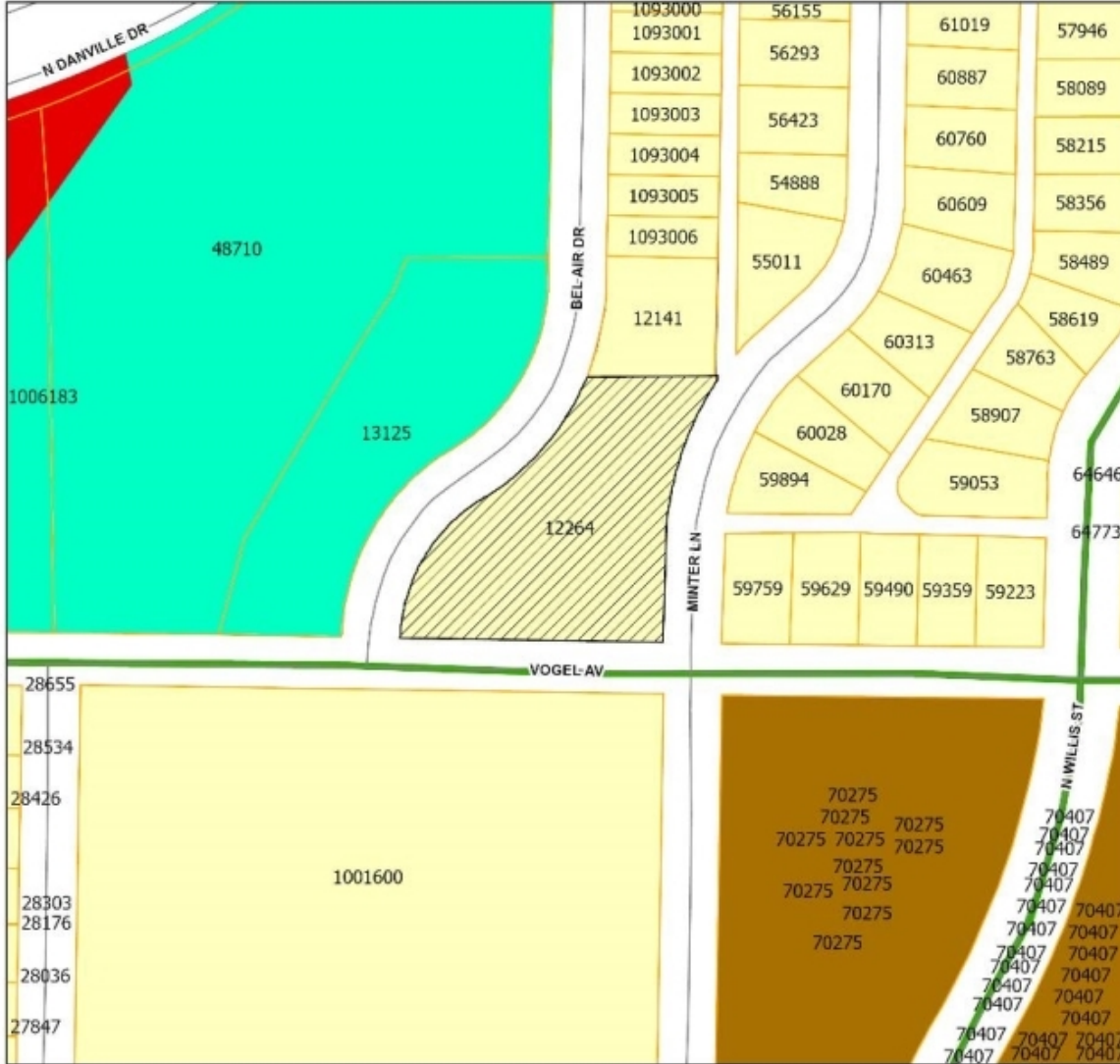
Council Hearing: January 22, 2026
February 12, 2026







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

GC permits uses 24 hours a day

Uses permitted in GC which are not permitted in GR

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 NEIGHBORHOOD RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C 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
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C 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 School: Public/Private

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- 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
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

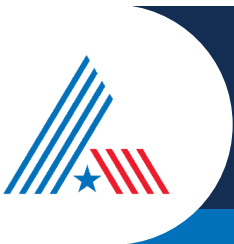
- P Petroleum or Gas Well
- P Urban Garden

Neighborhood Retail Zoning Hours of Operation: 6AM to 11PM

LEGEND

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





USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

GC permits uses 24 hours a day

Permitted uses in GR which are not permitted in NR

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:

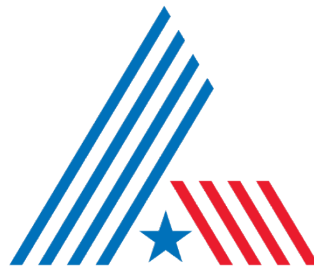
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (Defined under Liquor Store)
- P Liquor Store (On Premises Consumption) (Defined under Liquor Store)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (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



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



USES IN MIXED USE ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- C Dwelling – Patio Home
- P Dwelling – Single Family Detached
- C Dwelling – Townhome
- C Group Home
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C 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
- C Cultural Facilities
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C 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
- C Education and Scientific Research
- P School: Public/Private
- C Trade/Business School

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Storage – Self-Service Units
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- C Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

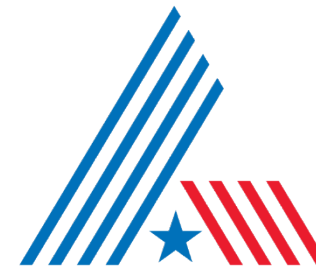
- C Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

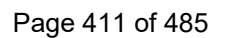
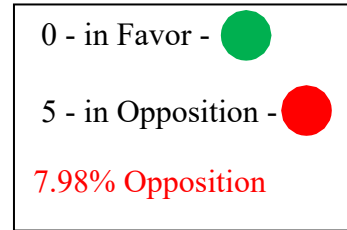
- P Petroleum or Gas Well
- P Urban Garden

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



CITY OF
ABILENE
TEXAS





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommends: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **27. Ordinance (Final 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

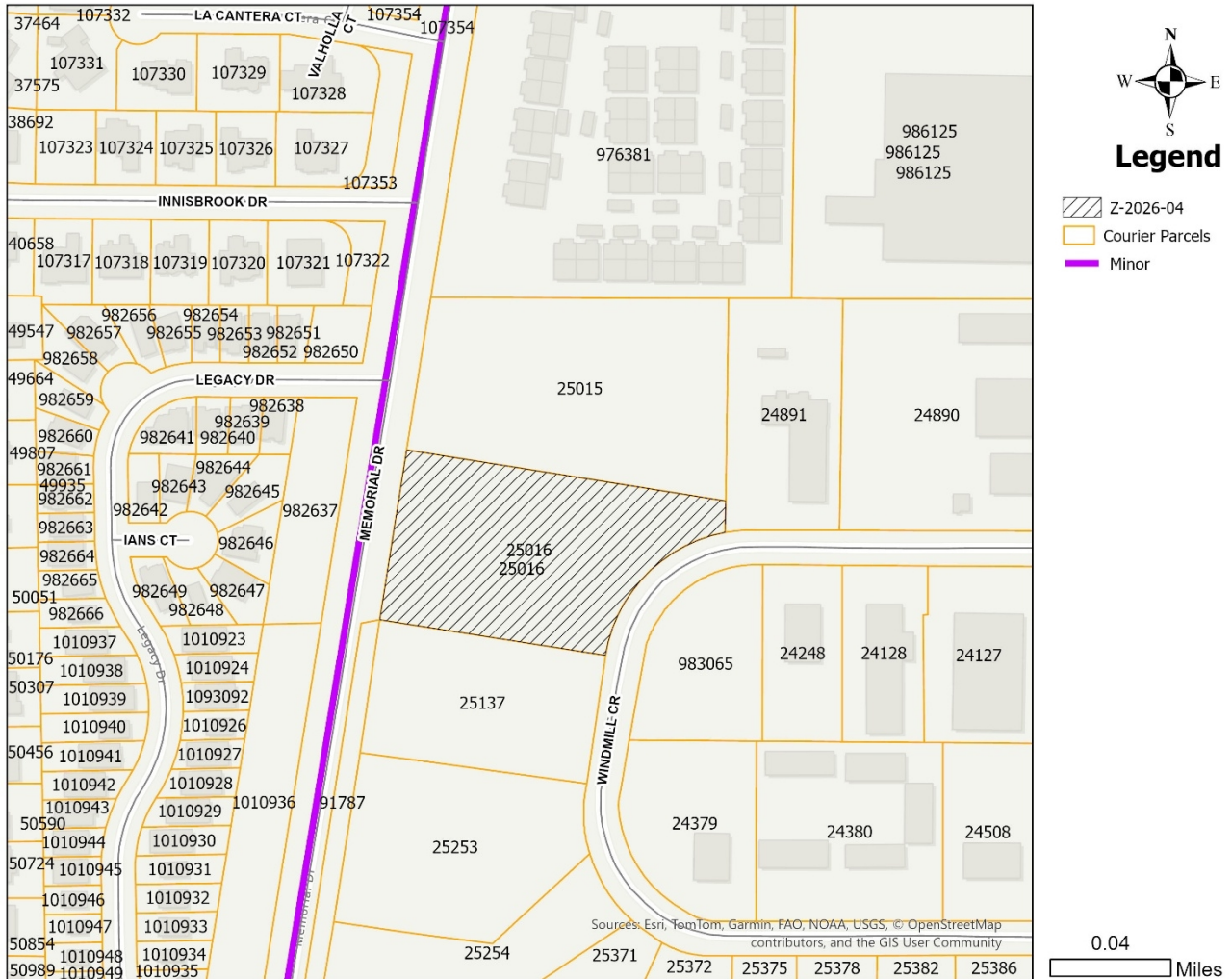
APPROVED:

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

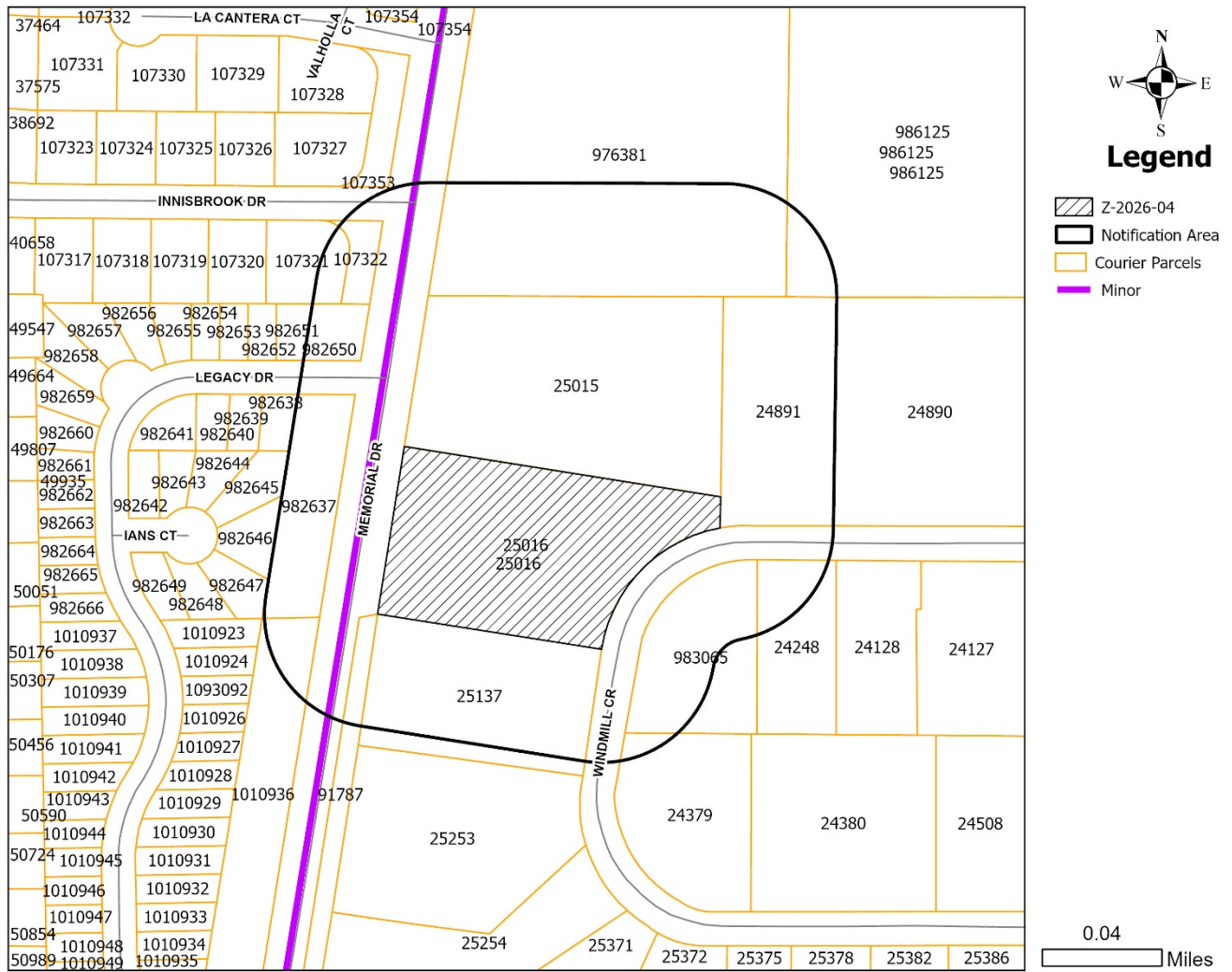
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CHARGER PROPERTIES LP	976381	2225 COVENANT DR	
CITY OF ABILENE	91787		
HOMEOWNERS OF LEGACY VILLAGE	982650	5566 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	982637	5650 MEMORIAL DR	
HOMEOWNERS OF LEGACY VILLAGE	1010936		
M2B ABILENE LLC	24890	18 WINDMILL 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

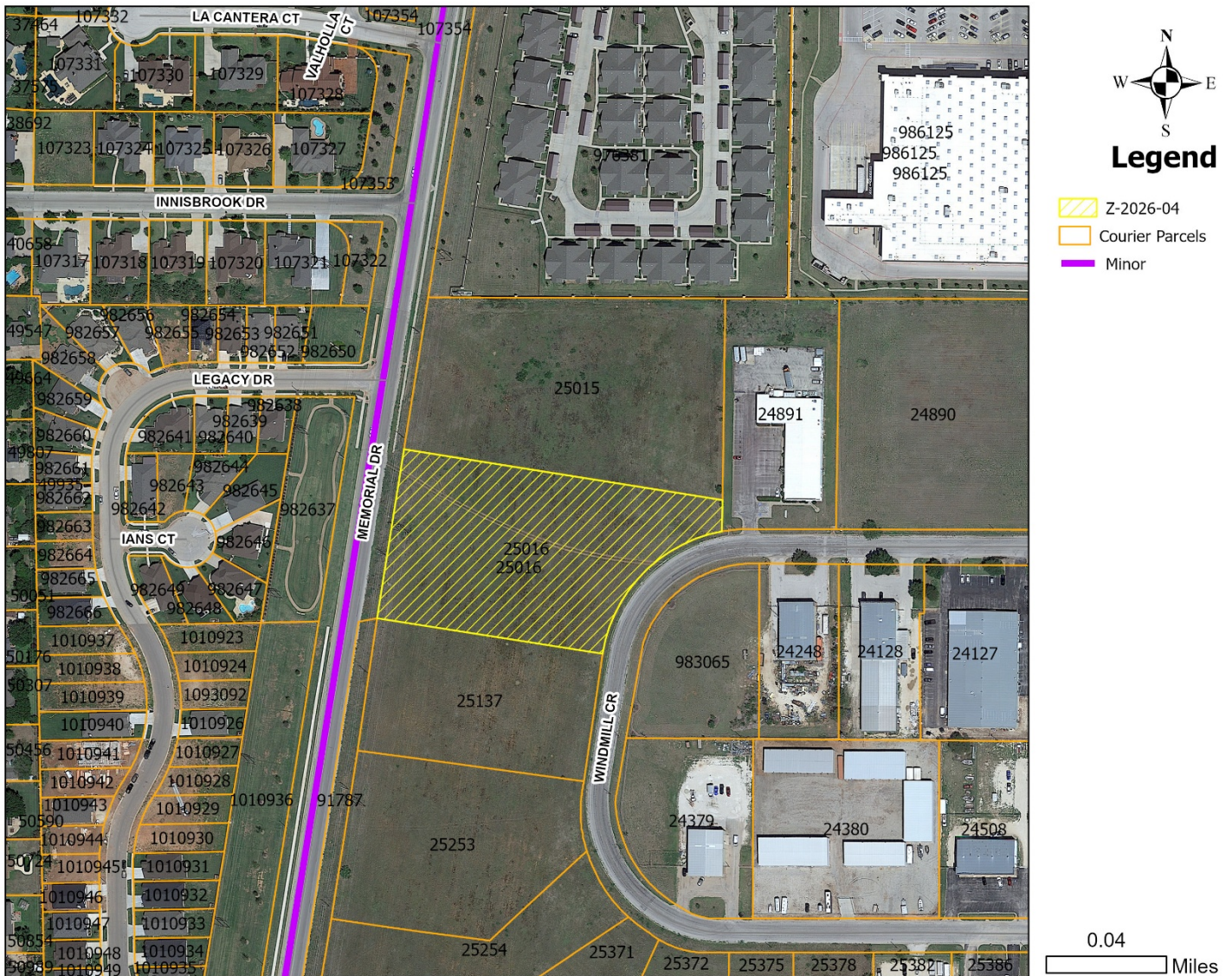
Legend: O - Opposed, F - In Favor

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	
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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		

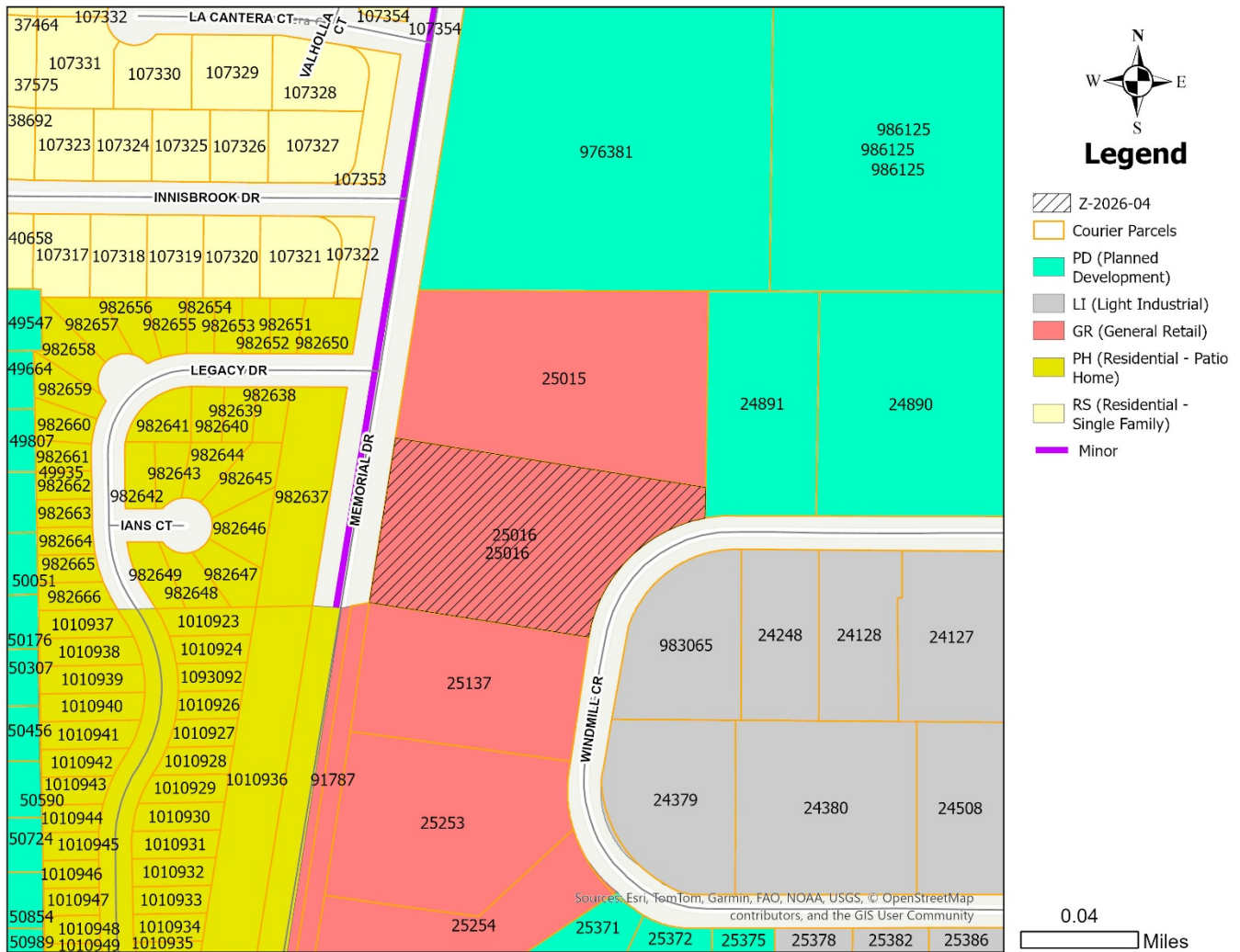
NOTIFICATION MAP



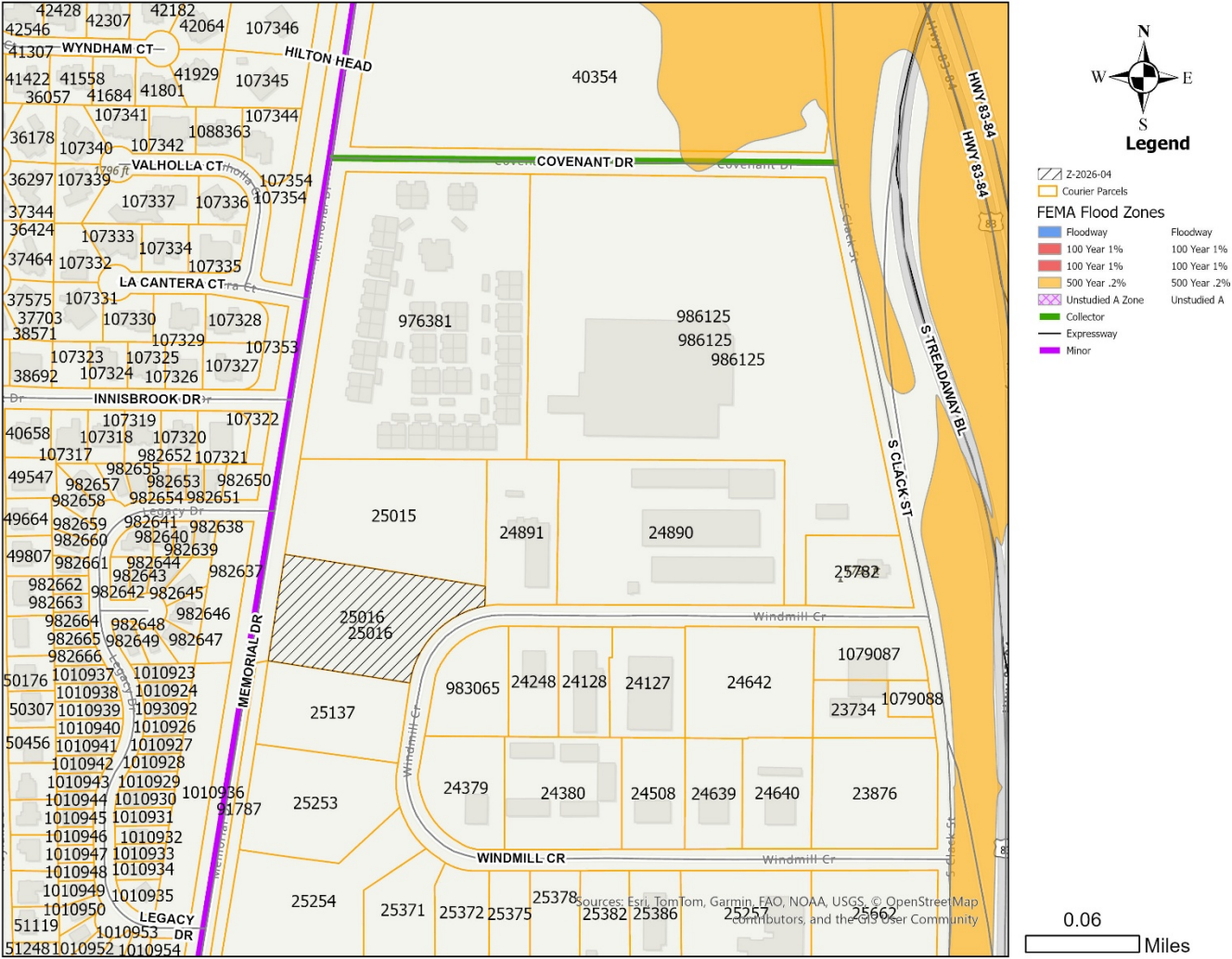
LOCATION MAP



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





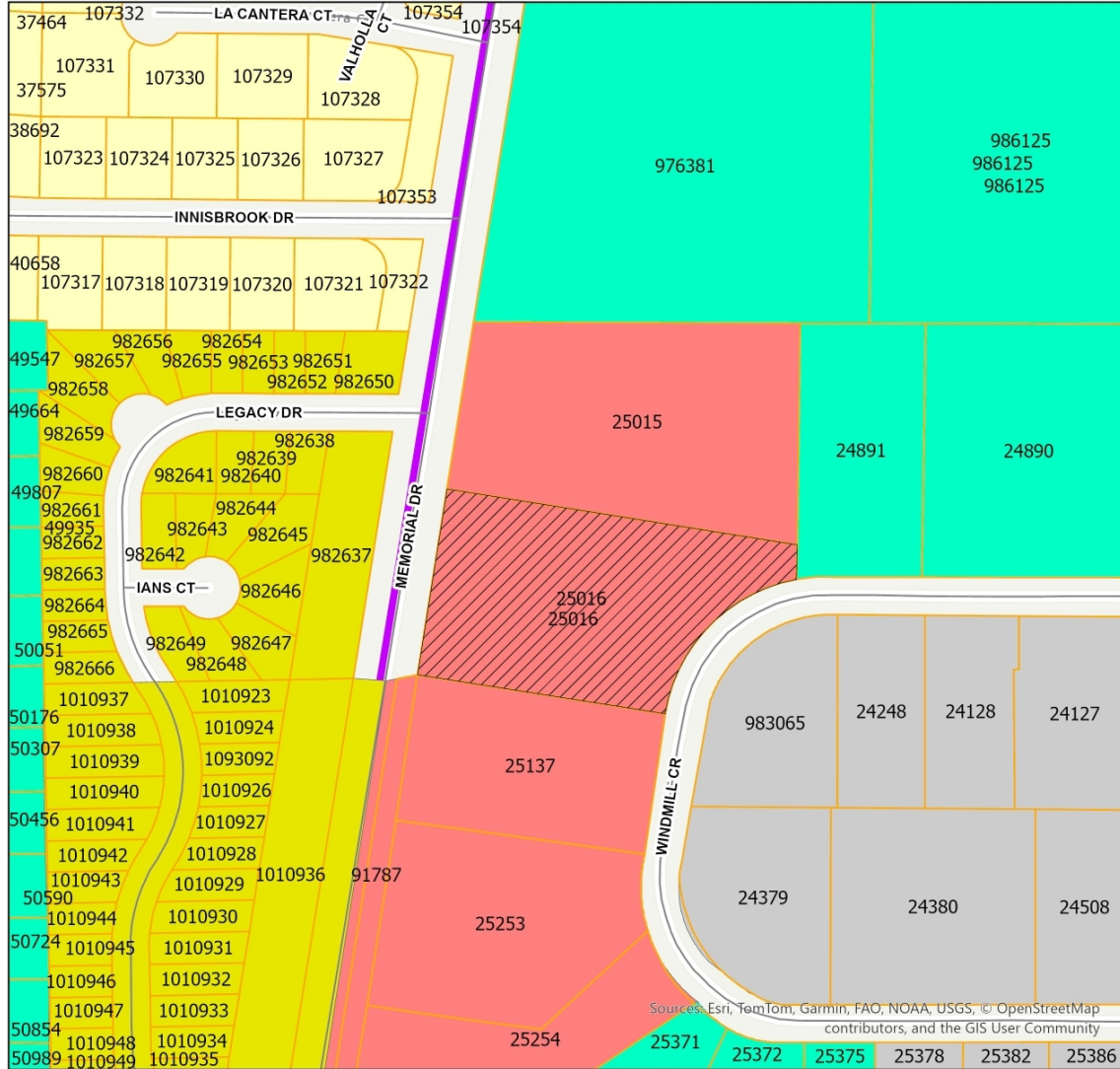
 Z-2026-04
 Courier Parcels
 Minor

Miles





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

0.04

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS



Southeast Neighboring Property



Neighboring Property



East Neighboring Property



West Neighboring Property



Subject Property

December 23, 2025 12:42 PM



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

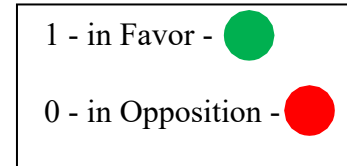
RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

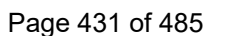
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C Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





 Z-2026-04
 Notification Area
 Courier Parcels
 Minor

0.04 Miles





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommends: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

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

ITEM: 28. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Dowtech Specialty Contractors, Inc. for the Rental, Emergency Installation, and Operation of Temporary Blower and Variable Frequency Drive (VFD) Systems at the Hamby Wastewater Reclamation Facility (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the contract with Dowtech Specialty Contractors, Inc. for the rental, emergency installation, and maintenance of temporary blower and Variable Frequency Drive (VFD) systems at the Hamby Wastewater Reclamation Facility (WRF).

The Hamby WRF relies on blower and VFD systems to provide process air necessary for biological treatment and overall plant operations. Due to equipment failures and operational risks associated with existing infrastructure, staff determined that temporary blower and VFD systems are required to ensure uninterrupted treatment operations and continued compliance with regulatory requirements.

The proposed contract provides for rapid emergency response, delivery, installation, startup, and commissioning of temporary blower and VFD equipment, as well as ongoing monitoring, maintenance, and on-call support. The contract allows the City to maintain critical treatment processes while permanent repairs or long-term solutions are evaluated and implemented.

The contract with Dowtech Specialty Contractors, Inc. has an initial value not to exceed \$608,000.00 and includes provisions for time-and-materials billing and retroactive costs already incurred to maintain operations during emergency conditions.

Section 252.022(a), Texas Local Government Code, exempts competitive bidding for a procurement necessary to preserve or protect the public health or safety of the city's resident, and a procurement necessary because of unforeseen damage to public machinery, equipment or other property.

FUNDING/FISCAL IMPACT

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

The contract with Dowtech Specialty Contractors, Inc. includes emergency services and ongoing operational support for temporary blower and Variable Frequency Drive (VFD) systems at the Hamby Wastewater Reclamation Facility, with a total contract amount not to exceed \$608,000.00. Costs include time-and-materials charges as well as retroactive expenses incurred to maintain continuous treatment operations during emergency conditions.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the City Manager to execute a contract with

Dowtech Specialty Contractors, Inc. for the rental, emergency installation, and operation of temporary blower and Variable Frequency Drive (VFD) systems at the Hamby Wastewater Reclamation Facility, in an amount not to exceed \$608,000.00.

ATTACHMENTS:

1. 2 - WrittenResolution - Hamby Blower_VFD
2. Contract to Dowtech - Rental of VFD & Blower System
3. 3 - Presentation - Hamby Blower_VFD

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE CONTRACT WITH DOWTECH SPECIALTY CONTRACTORS, INC. FOR THE RENTAL, EMERGENCY INSTALLATION, AND OPERATION OF TEMPORARY BLOWER AND VARIABLE FREQUENCY DRIVE (VFD) SYSTEMS AT THE HAMBY WASTEWATER RECLAMATION FACILITY.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Wastewater Reclamation Facility, which provides wastewater treatment services in accordance with permits issued by the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, continuous aeration is critical to the biological treatment processes at the Hamby Wastewater Reclamation Facility, and blower and Variable Frequency Drive (VFD) systems are essential components of those processes; and

WHEREAS, failures within existing blower and VFD systems created an immediate need for emergency aeration support to maintain uninterrupted treatment operations and regulatory compliance; and

WHEREAS, Dowtech Specialty Contractors, Inc. is qualified to provide temporary blower and VFD systems, emergency installation, and operational support necessary to maintain facility operations; and

WHEREAS, Water Utilities staff recommends approval of a contract with Dowtech Specialty Contractors, Inc. for these services, in an amount not to exceed \$608,000.00, 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 Dowtech Specialty Contractors, Inc. for the rental, emergency installation, and operation of temporary blower and Variable Frequency Drive (VFD) systems at the Hamby Wastewater Reclamation Facility, in an amount not to exceed \$608,000.00.

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the 12th day of February, 2026 is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Dowtech Specialty Contractors, Inc. ("Contractor"), a Corporation organized under the laws of the State of Texas.

I. TERMS

In consideration of \$608,000.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor 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 Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City's agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor'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 Contractor 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 Contractor 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 Contractor. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Contractor'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

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

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor'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.

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS

CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates 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>
☒ _X_1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ _X_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)
☒ _X_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

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 the City, must verify eligibility for employment as required by IRCA.

XI. 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, 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.

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. Contractor must obtain all necessary permits and licenses 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 Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor 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 Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor 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 Contractor at:

ATTN: Clint Carlile, Vice President
4703 CR 527
Baird, TX 79504

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 Contractor is not subject to a provision above, 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.

XIX. 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

CONTRACTOR

By: _____

By: Gerald Downing

Name:

Name: Gerald Downing

Title:

Title: President

ATTEST:

City Secretary

Federal Tax ID#:

APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Scope of Work (SOW): Rental of VFD and Blower Systems for Hamby Wastewater Reclamation Facility (WRF)

1. Purpose

This Scope of Work outlines the requirements for the rental, emergency installation, and ongoing operations and maintenance of Variable Frequency Drive (VFD) and blower systems to support aeration and process control at the Hamby WRF, beginning May 1, 2025, and continuing through the present.

2. Scope

The Contractor shall provide all labor, equipment, materials, and services necessary to supply, install, operate, and maintain temporary VFD and blower systems. This includes emergency response capabilities to ensure uninterrupted facility operations.

3. Equipment Requirements

- **Blower Systems:**
- **Capable of meeting process air demands for biological treatment processes.**
- **Must be compatible with existing facility infrastructure (e.g., piping, electrical).**
- **Noise and vibration levels must comply with local and facility standards.**
- **Variable Frequency Drives (VFDs):**
- **Sized appropriately for the blower motors.**
- **Capable of remote monitoring and control.**
- **Integrated with facility SCADA or standalone control as needed.**

4. Emergency Installation

- **Contractor shall provide 24/7 emergency response for installation within [3] hours of notification.**
- **Installation includes:**
- **Delivery and offloading of equipment.**
- **Electrical and mechanical connections.**
- **Startup, testing, and commissioning.**
- **Coordination with facility staff to minimize process disruption.**

5. Operations and Maintenance (O&M)

- **Contractor shall provide:**
- **Routine inspections and preventive maintenance.**
- **On-call support for troubleshooting and repairs.**
- **Replacement of faulty components at no additional cost.**
- **Monthly performance reporting and equipment status updates.**

6. Duration

- **Initial rental term: [e.g., 6 months], with options to extend on a month-to-month basis.**
- **Emergency rental terms may vary based on operational needs.**

7. Safety and Compliance

- **All work shall comply with OSHA, NFPA, NEC, and local safety regulations.**
- **Contractor personnel must be trained and qualified to work in wastewater treatment environments.**

8. Deliverables

- **Equipment specifications and submittals.**
- **Installation and O&M manuals.**
- **Emergency response plan.**
- **Monthly maintenance and performance reports.**

9. Point of Contact

- **Contractor shall designate a single point of contact for coordination.**
- **Facility contact: John Holton, Division Manager for Wastewater Treatment**

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 \$Click or tap here to enter text. per hour, or per the attached schedule, not to exceed \$Click or tap here to enter text.

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

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

OPTION 2 X

Payment is in a lump sum amount of \$608,000.00 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 Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ____

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

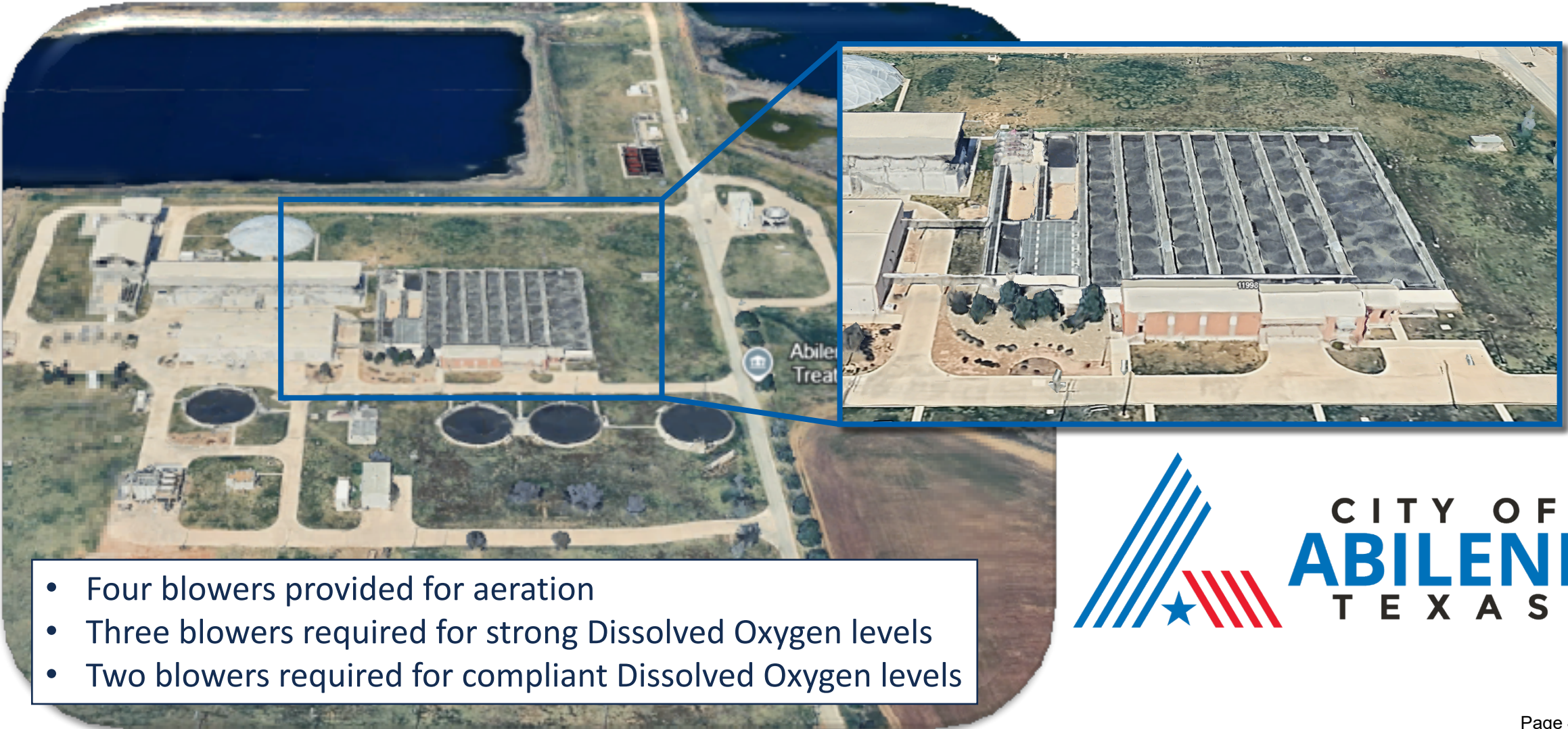
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**Approve the Contract with Dowtech Specialty Contractors, Inc. for
Temporary Blower and Variable Frequency Drive (VFD) Systems for the
Hamby Wastewater Reclamation Facility**

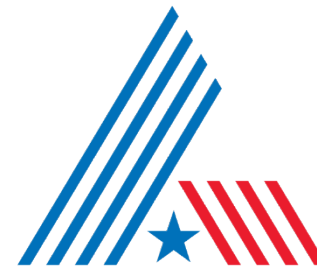




Overall Existing Site Map



- Four blowers provided for aeration
- Three blowers required for strong Dissolved Oxygen levels
- Two blowers required for compliant Dissolved Oxygen levels

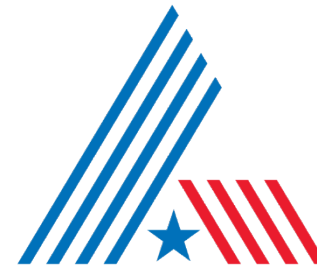


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2025 Blower Failure Timeline

- **June 2**
Power loss
Blowers #3 and #4 failed
Lonestar Blower contacted for evaluation
- **June 3**
Technician confirmed VFD (Variable Frequency Drive) failures on #3 and #4
Dowtech contacted for emergency support
Quotes received for rental blowers and installation
- **June 7**
Blower #2 fails due to pressure board
Pressure board temporarily swapped from Blower #3 to restore #2
- **June 11**
Two rental blowers installed and placed into service
- **July 15**
Requested design contract with eHT for VFD replacement
- **July 21**
Power loss during restart
Blower #2 VFD shorted and failed



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Operational Impacts and Current Status

Operational Impacts

- Multiple blower failures following power interruptions
- Loss of redundancy in the blower system
- Increased reliance on temporary rental equipment

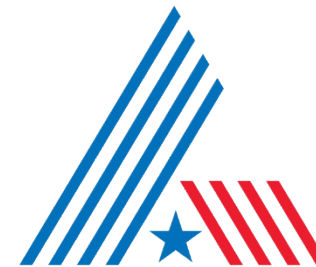
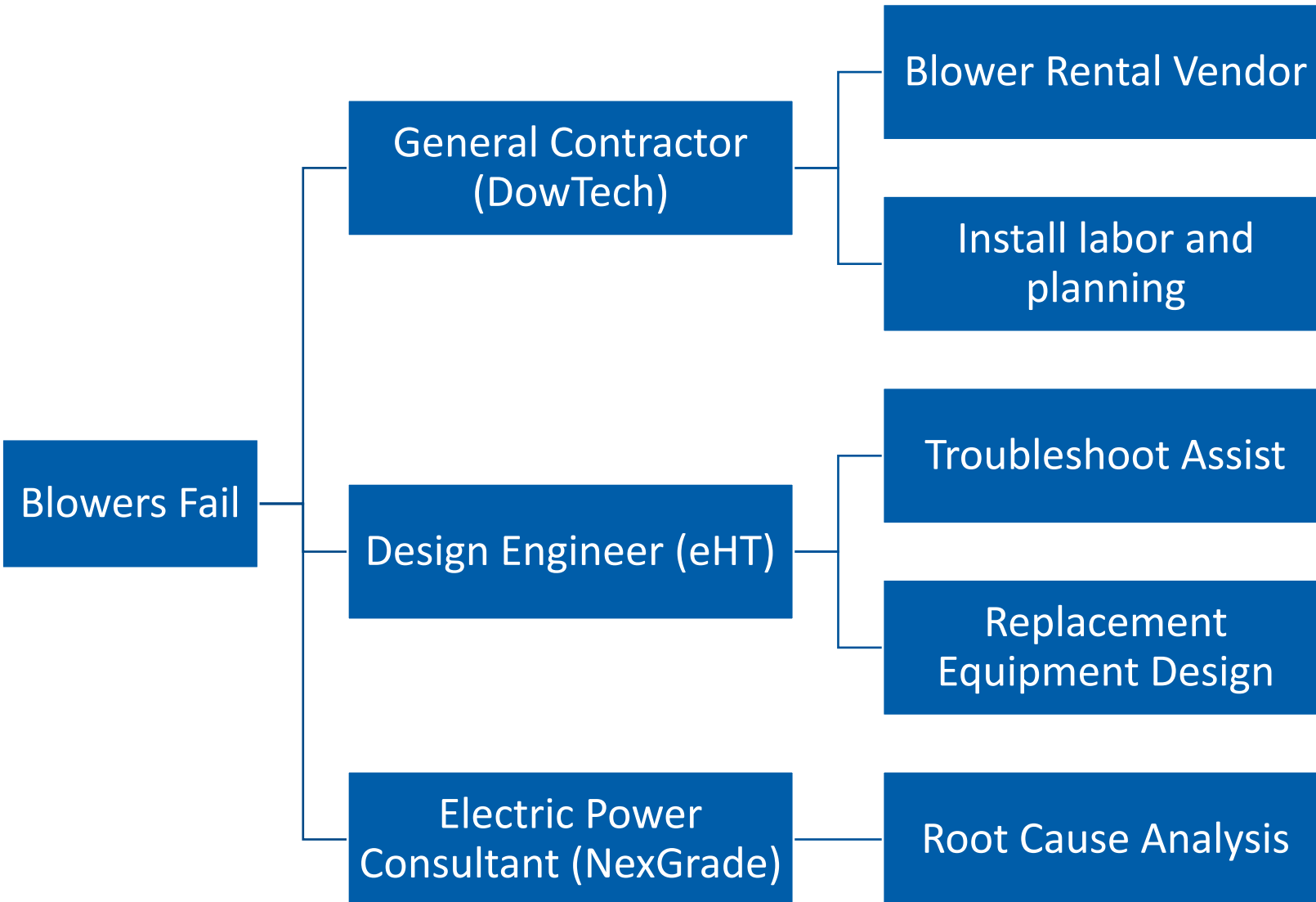
Current Operating Status

- 1 original Hamby blower in service
- 2 rental blowers in continuous operation
- System is functional but operating with reduced resilience
- Rental units are temporary and not a long-term solution





Restoration Process



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Early Challenges

July 30

- Replacement VFDs located, but onsite confirmation of compatibility with the Hz ratings scheduled

August 4-7

- Confirmed blower motors are burned up/seized due to VFD issues

September 3

- eHT design contract approved by Council

September 17

- Confirmed rental blowers are undersized, explaining low DO issues

October 3

- Confirmed availability of properly spec'd rental blowers.





Root Cause Analysis

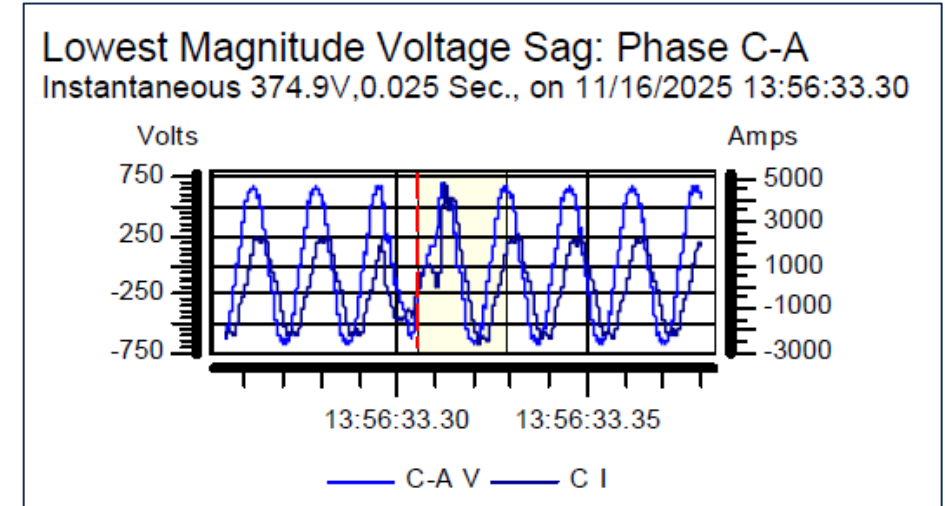
- Executed contract on October 17th with NexGrade for online power monitoring.
- First monitoring trial ran from November 5th to November 21st.
- External Power Conclusion
 - Incoming utility power is stable and within industry standards
 - There is no evidence of a utility-side power quality event that would directly cause equipment damage or failure





Root Cause Analysis

- Internal Power Conclusions
 - The VFDs are pulling power in a rough, uneven way.
 - This uneven draw is caused by electronic drives creating electrical “noise” (harmonics) in the system.
 - Over time, this rough power draw creates extra heat and strain on electrical components, which can shorten equipment life.
- Blower/VFD failures are most consistent with cumulative internal electrical stress, not a single external power event





Key Takeaways



- Staff responded promptly to maintain system operations and avoid service interruptions.
- Long-term system reliability will require permanent repairs or equipment replacement.
- Staff are coordinating with Dowtech to install two APG rent-to-own blowers to replace temporary rentals and restore required aeration capacity.
- Design for the new blower and VFD installation is underway, with bidding scheduled for March.



NX300S-C070 High Speed Turbo Blower



Hamby Wastewater VFD and Blowers

- Staff recommends we approve the contract with Dowtech to install two APGN Turbo Blowers for the price of \$608,000.00.
- Dowtech will provide labor, equipment, materials, and services to supply, install, operate, and maintain temporary VFD and blower systems.
- **Contract covers:**
 - Rental blowers to date
 - Rental blower install labor
 - Fixed period of future blower rentals
 - Disassembly and removal of rental blowers and equipment



**Approve the Contract with Dowtech Specialty Contractors, Inc. for Temporary
Blower and Variable Frequency Drive (VFD) Systems for the Hamby
Wastewater Reclamation Facility**

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

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

ITEM: 29. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Emergency Contract with United Rentals, Inc. for Sewer Bypass Pumping Services Related to an Emergency Sewer Overflow (*Matthew Dane*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the emergency contract with United Rentals, Inc. for temporary sewer bypass pumping services required to maintain continuous wastewater conveyance during an emergency sewer overflow affecting the City's collection system.

The emergency bypass system was necessary to prevent wastewater overflows, protect public health and safety, and maintain compliance with regulatory requirements while repairs to the existing sewer infrastructure were completed. United Rentals provided emergency response services including system design, installation, continuous operation, monitoring, and maintenance of a temporary sewer bypass pumping system.

The contract includes furnishing all labor, equipment, materials, supervision, and support necessary to install and operate a temporary bypass system, including pumps, approximately 1,600 linear feet of bypass piping, valves, fittings, flow monitoring equipment, and 24/7 operational support for the duration of the emergency response.

The emergency sewer overflow required immediate action to reduce and prevent uncontrolled discharges, environmental impacts, and potential violations of Texas Commission on Environmental Quality (TCEQ) regulations. Due to sewer discharging into Cedar Creek, staff utilized United Rentals to mobilize and deploy a temporary sewer bypass pumping system capable of handling anticipated peak flows.

United Rentals operated and monitored the bypass system continuously, provided standby pumping capacity, responded to equipment alarms or failures, and supplied consumables and routine maintenance throughout the emergency period. These services ensured uninterrupted wastewater conveyance while permanent repairs were completed and minimized impacts to the public and surrounding infrastructure.

Section 252.022(a), Texas Local Government Code, exempts competitive bidding for a procurement necessary to preserve or protect the public health or safety of the city's resident, and a procurement necessary because of unforeseen damage to public machinery, equipment or other property.

FUNDING/FISCAL IMPACT

The total contract amount is \$342,558.06. Funding for this emergency contract will be provided from the Water Utilities Department Annual Operating Budget and Capital Improvements Program budget funds.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the emergency contract with United Rentals, Inc. for sewer bypass pumping services related to the emergency sewer overflow in the amount of \$342,558.06.

ATTACHMENTS:

1. 2 - Written Resolution - United Rentals Bypass
2. 3 - Emergency Bypass Contract Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE EMERGENCY CONTRACT WITH UNITED RENTALS, INC. FOR
SEWER BYPASS PUMPING SERVICES.**

WHEREAS, the City of Abilene owns and operates a wastewater collection system that must remain operational to protect public health and the environment; and

WHEREAS, an emergency sewer overflow required immediate action to maintain continuous wastewater conveyance and prevent potential environmental impacts; and

WHEREAS, United Rentals, Inc. provided emergency sewer bypass pumping services, including system design, installation, continuous operation, monitoring, maintenance, and removal of temporary bypass equipment; and

WHEREAS, the total contract cost of \$342,558.06 will be funded from the Water Utilities Department's FY26 Annual Operating Budget and Capital Improvements Program budget;

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

That the City Manager is authorized to execute an emergency contract with United Rentals, Inc. for sewer bypass pumping services related to the emergency sewer overflow in the amount of \$342,558.06.

ADOPTED this 12th day of February, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

Approve The Contract With United Rentals to Provide Bypass Pumping for the Emergency Sewer Overflow

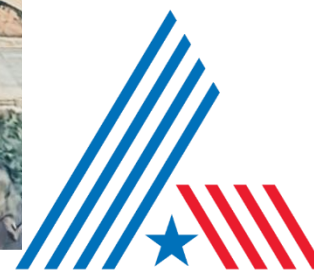




Overall Existing Site Map



-  • Overflow Manhole
-  • Existing Manholes
-  • Sewer Line
-  • Adjacent Sewer Line

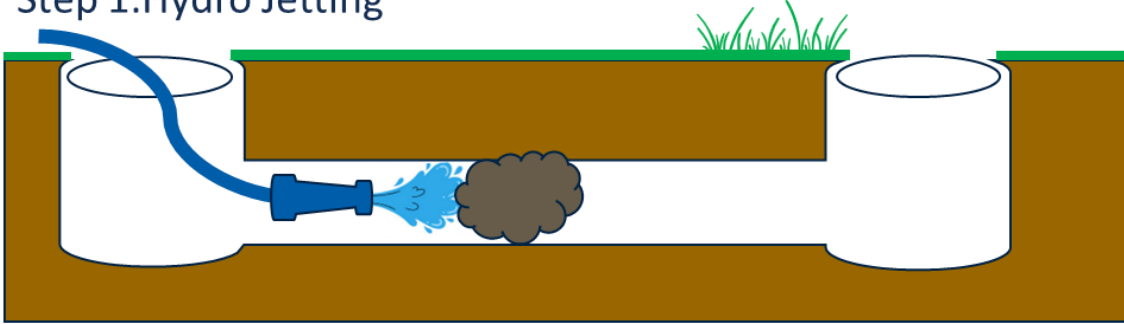


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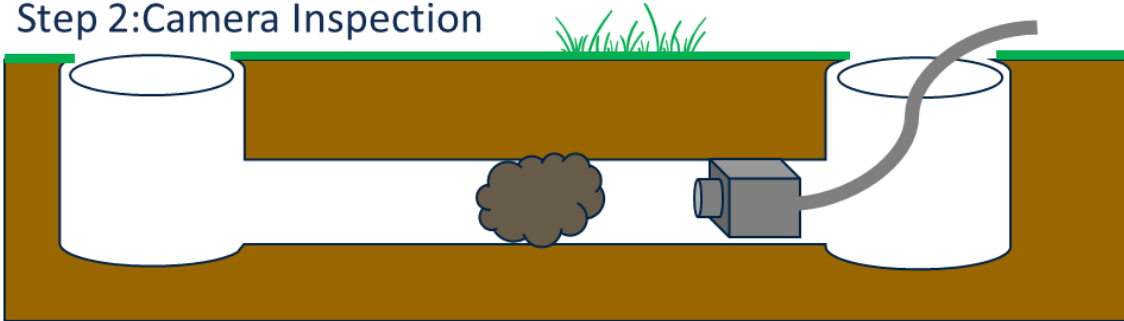


Standard Stoppage Process

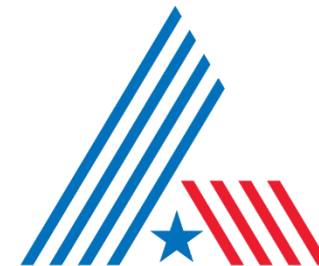
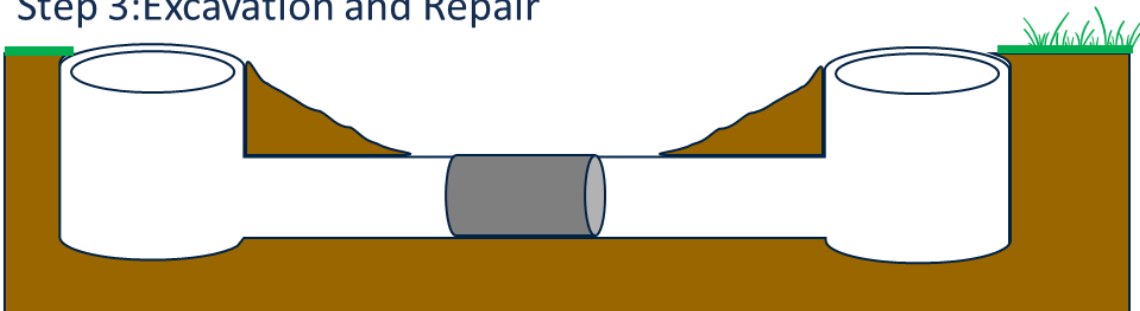
Step 1: Hydro Jetting



Step 2: Camera Inspection



Step 3: Excavation and Repair



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First 12 Hours

- 5:20PM on Nov 24th, call received on overflow into Cedar Creek
- Approximately a couple hours after working to remove the blockage staff begins calling vendors for bypass pumping.
- Cleaning on downstream side of blockage was insufficient to allow visual inspection.
- Crews continue effort to remove debris through the night.





November 25th

- Manhole continues to overflow. TCEQ notified.
- Crew reported a mixture of debris and rags are causing a blockage downstream of manhole.
- A decision was made to open the line just downstream in an attempt to stop flow into the creek.
- Meanwhile temporary bypass setup with in-house 6-inch pump.





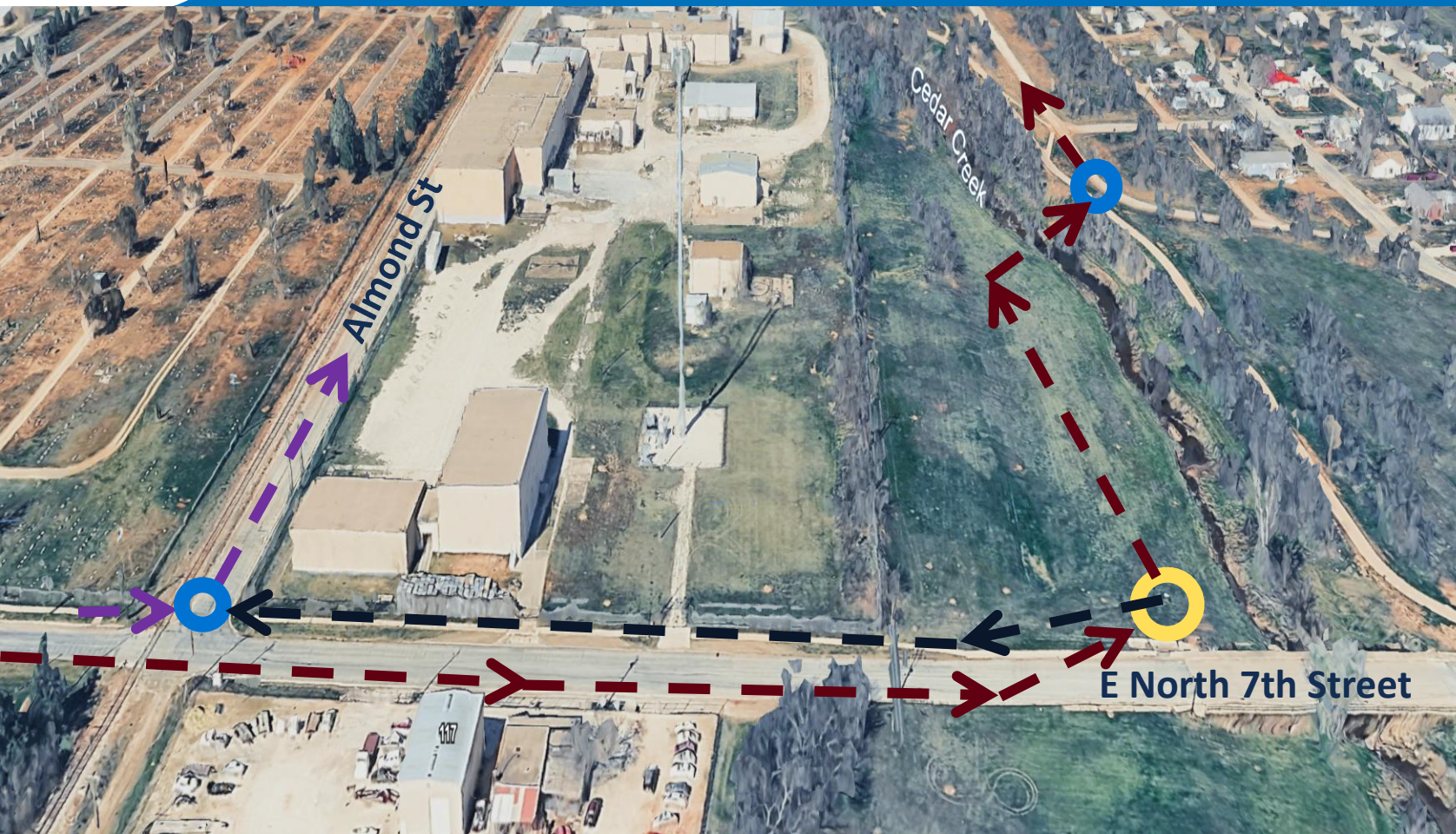
November 26th

- Vendor response times resulted in pumps, HDPE pipe, and fusion machine arriving the evening of the 25th into the morning of the 26th.
- Morning of the 26th, bypass is constructed and initial test shows a leak.
- Bypass system repaired and started that afternoon.
- Vendor and staff are unable to insert bypass plug to allow crews to clear blockage.





Initial Bypass Setup



- Overflow Manhole



- Existing Manholes



- Sewer Line



- Adjacent Sewer Line



- United Rentals HDPE Bypass



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November 26th



- Sewer Leak – Manhole (Rags, Dirt, Debris)



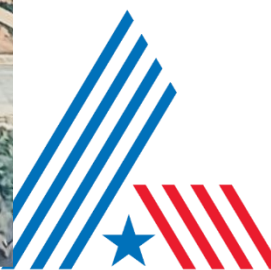
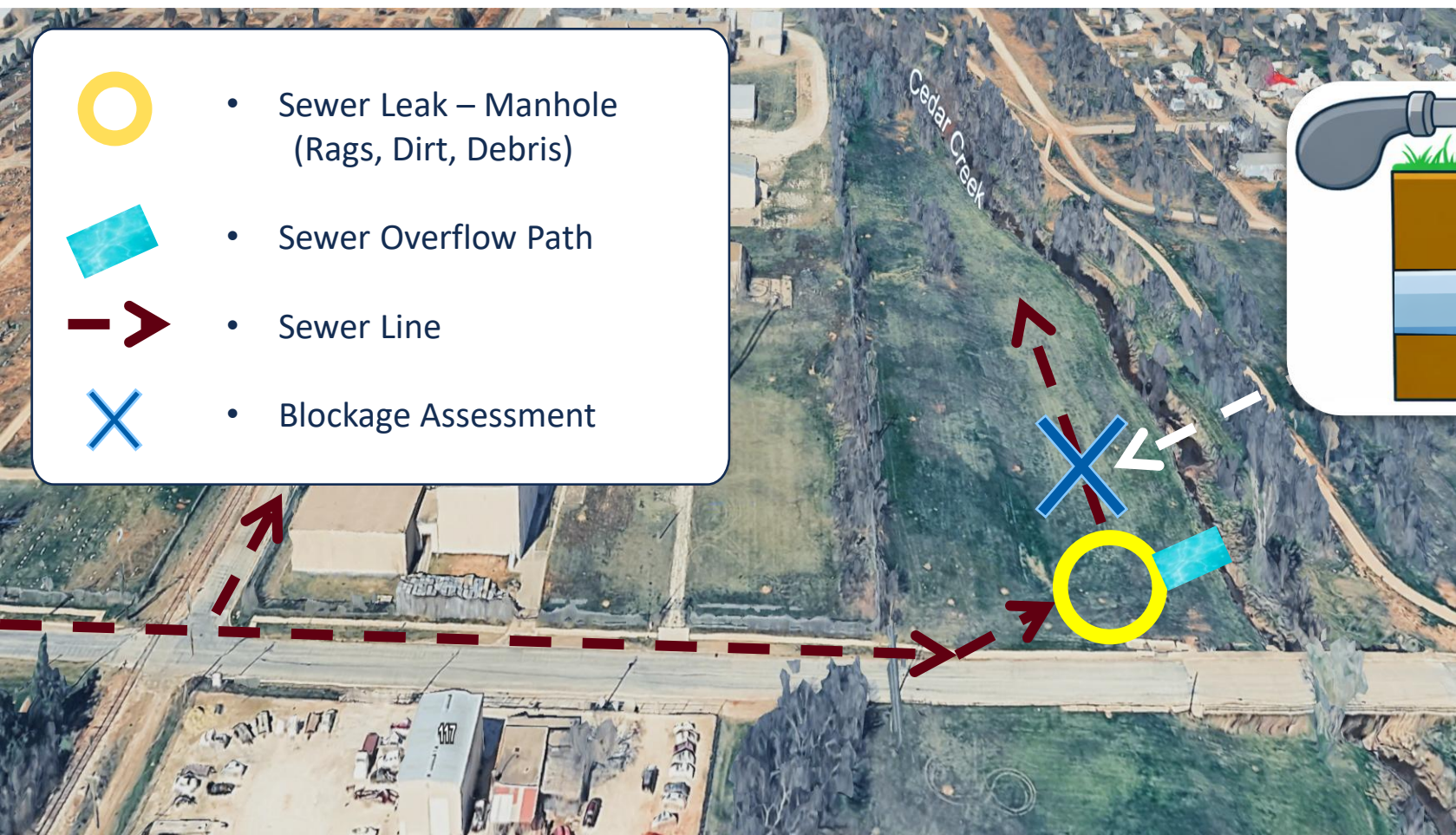
- Sewer Overflow Path



- Sewer Line



- Blockage Assessment



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Night of November 26th



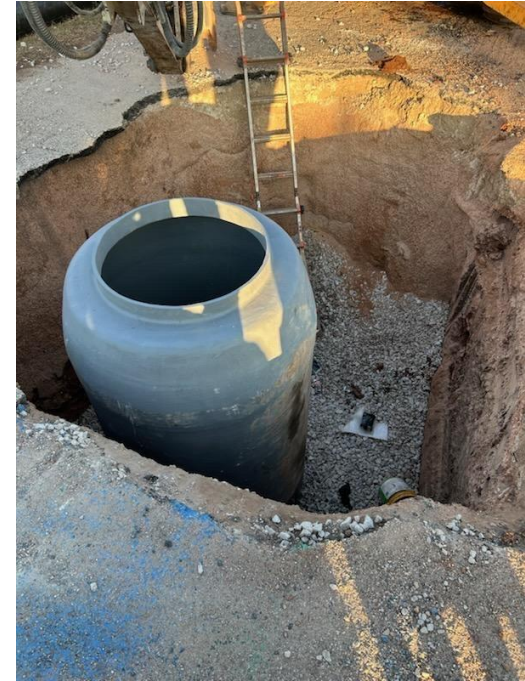
- Various pumping arrangements were initiated to facilitate plugging the line without success.
- Sediment in the line and hydraulic grade with creek created unique limitations.
- Around 9 pm, a decision was made to set bypass to eliminate overflow discharge, but without the immediate possibility of repair.





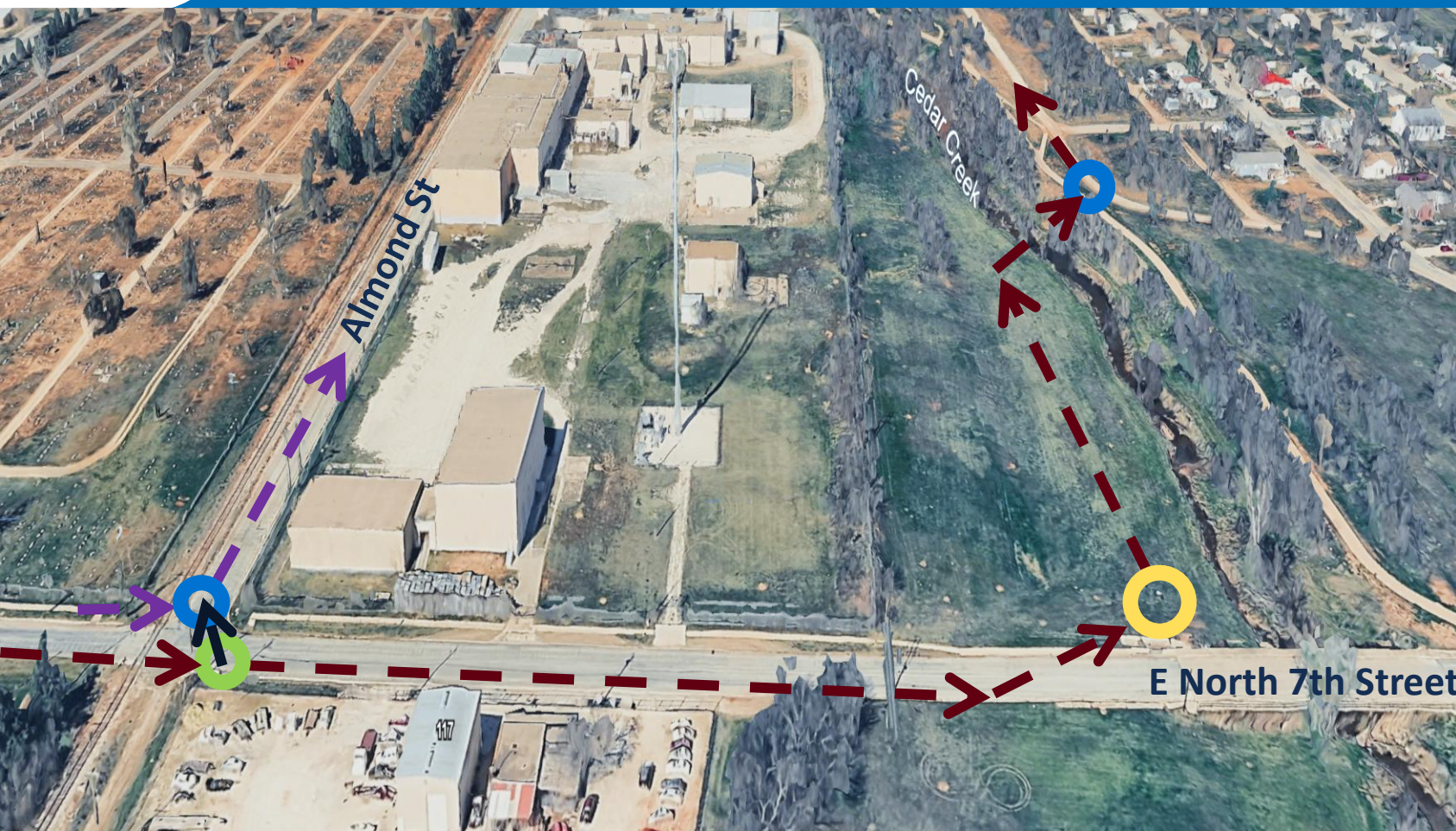
November 28th

- With discharge eliminated, crews were sent home for Nov. 27th.
- On the 28th, crews began evaluating opportunities to install additional manholes to facilitate bypass pumping.
- During this time also began to experience hydraulic limitations of adjacent line necessitating a reroute to maintain sustained bypass pumping.





Second Bypass Route



- Overflow Manhole



- Existing Manholes



- New Manhole



- Sewer Line



- Adjacent Sewer Line



- United Rentals HDPE Bypass



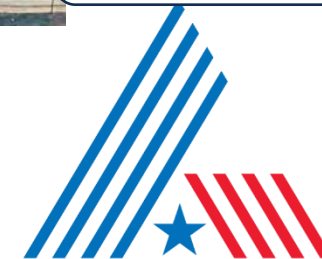
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Final Bypass Route



-  • Overflow Manhole
-  • Existing Manholes
-  • New Manholes
-  • Sewer Line
-  • Adjacent Sewer Line
-  • United Rentals HDPE Bypass



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Post Final Bypass

- With new bypass route in place City crews began intensive heavy cleaning and made little progress.
- An additional manhole was installed to improve ability to remove debris and correct bend in pipe.
- City crews are not equipped to manage heavy cleaning on 36-inch mains.
- Vortex, a contractor specializing in heavy cleaning of large mains, was brought in to clean the line over the course of 5 days.
- Repairs were made and the line was returned to service.





United Rentals Bypass Pumping for Emergency Sewer Overflow

- Staff recommends we approve the contract with United Rentals to provide bypass pumping for the price of \$342,558.06.
- United Rentals provided bypass pumping equipment, 1,600 linear feet of HDPE, valves, fittings, and 24/7 flow monitoring November 24th – December 19th.



Approve The Contract With United Rentals to Provide Bypass Pumping for the Emergency Sewer Overflow

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
2/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney

ITEM: 30. 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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

3. Municipal Court Judge Applications and Appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON: